

Sponsor Contract
The 2012 Susan G. Komen Southwest Florida Race for the Cure®



Name of Company, Institution or Individual

(as you would like it listed in print)

Title _____ First Name _____ Last Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Tax ID or SS# _____ E-mail _____

SPONSORSHIP OPPORTUNITIES/LEVELS:

- Premier \$50,000
- Pink Diamond \$40,000
- Diamond \$30,000
- Platinum \$20,000
- Incentive Program
- Gold \$10,000
- Silver \$5,000
- Bronze \$2,500
- Crystal \$1,000
- Other _____

SPONSORSHIP VALUE:

1. Cash \$ _____

2. In-Kind (non-cash)/Gift Certificates \$ _____
(attach a non billable invoice listing in-kind fair market value)

TOTAL SPONSORSHIP AMOUNT \$ _____

SPONSORSHIP DEADLINES:

September 13, 2011: *Early Bird Benefits*
Refer to page 4 in sponsor brochure
November 15, 2011: *General Benefits*
Refer to appropriate sponsor level on page 3 in sponsor brochure

Make check payable to: Komen Southwest Florida Race for the Cure
Mail to: Susan G. Komen Southwest Florida Race for the Cure
26800 S. Tamiami Trail, Ste. 210 | Bonita Springs, FL 34134
Tel: (239) 498-0016 | Fax: (239) 498-0045 | www.komenswfl.org

Full Payment Enclosed Partial Payment Enclosed. **Full payment due no later than November 15, 2010 for Race Day Recognition and Benefits.**

For Sponsors \$10,000 & above, please e-mail a high resolution .jpeg & .eps logo to raceinfo@komenswfl.org. For Sponsors \$5,000 & above, please add the following names as Additional Insured under Description/Special Provisions on the Certificate of Liability Insurance form:

- The Southwest Florida Affiliate of Susan G. Komen for the Cure
- The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure

By executing this contract, Sponsor agrees to be bound by the Standard Terms and Conditions as set forth on Page 2 of this Contract. The signatories to this Contract hereby warrant that they have read and agree to the terms, conditions and provisions of this Contract, including the Standard Terms & Conditions and Schedules, and have full power and authority to sign for and bind their respective organizations. Only the top two sponsor levels may use the Komen Race for the Cure logo and then only with Affiliate approval.

EFFECTIVE THIS _____ DAY OF _____, 20____.

Sponsor Representative Signature

Southwest Florida Affiliate Executive Director

Sponsor Representative Title

TERMS AND CONDITIONS ON REVERSE

TERMS AND CONDITIONS:

- 1. Susan G. Komen for the Cure.** Komen Affiliate is a non-profit organization exempt from federal income tax pursuant to Internal Revenue Code 501(c)(3). Our tax identification number is 68-0523074. Komen Affiliate is affiliated by agreement with The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure ("Komen"). Sponsor and Komen Affiliate agree that Komen is an intended third party beneficiary under this Agreement. Komen Southwest Florida Race for the Cure® (the "Race") is an event sponsored by Susan G. Komen for the Cure®.
- 2. Term of Agreement** - The term of this Agreement shall begin on the Effective Date and shall end on completion of the last Race set forth on Page 1 of this Agreement.
- 3. The Contributor** for the purpose of this contract is otherwise known as the Sponsor, the Partner, or the Corporate Sponsor of any said level.
- 4. Sponsor Contributions.** Sponsor shall receive the Sponsorship Benefits set forth of this Agreement in consideration for the Sponsorship Contribution. Komen Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations as credit toward the Sponsorship Contribution. The total value of any goods and services provided by Sponsor as part of its sponsorship of the Race(s) shall be designated in this Agreement.
- 5.** Susan G. Komen for the Cure® has the right, upon request, to require Contributor to provide an independent appraisal of the value of certain in-kind donations prior to acceptance of such donations as credit toward your contribution.
- 6. Contributor** understands that certain benefits of their contribution require information about, input from, or participation of the Contributor to maximize the promotion of the Race and the cause of Susan G. Komen for the Cure®.
- 7. KOMEN RACE FOR THE CURE®** is a registered trademark of the Foundation. All Sponsor levels may use the mark in advertising or promotional materials only with the advance written consent of Susan G. Komen for the Cure®. All requests for use of the mark must be submitted to Susan G. Komen for the Cure®, along with samples, for approval a minimum of thirty (30) days prior to anticipated use. Susan G. Komen for the Cure® may withhold its consent to use the mark for any reason it deems necessary.
- 8.** Failure to pay any portion of your contribution on or before the date due as indicated on the contract or any invoice sent by the Race shall result in a forfeiture of your contribution rights.
- 9.** Komen Affiliate will use its good faith diligent efforts to conduct the Race(s) on the Race Date(s) set forth on Page 1 of this Agreement; provided, however, that Komen Affiliate shall not be responsible for damages and exclusions that result from delays, cancellations or postponement of the Race due to circumstances beyond its control. In the event that a Race does not take place, the Sponsorship Contribution shall be treated as a donation to Komen Affiliate and shall not be refunded.
- 10. Indemnification.** Each party agrees to indemnify and hold harmless the other party (the "Indemnitee," and in the event Komen Affiliate is the Indemnitee, such term to include Komen) from and against any and all costs, losses, demands, claims or expenses (including court costs and reasonable attorneys' fees) whatsoever brought by a third party against, or incurred by, the Indemnitee arising from: a) the negligence, intentional or willful misconduct of the Indemnitor; b) Indemnitor's performance or failure to perform pursuant to this Agreement; or c) any claim arising out of, or in connection with, any service or product sold or obligations hereunder provided by the Indemnitor in connection with the Race(s). In no event shall either party be liable to the other party for any indirect, special, or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses) arising out of or in connection with this Agreement or its subject matter, regardless of whether such party knows or should know of the possibility of such damages. The foregoing exclusions and limitations shall apply to all claims and actions of any kind, whether based on contract, tort (including, but not limited to, negligence), or any other grounds, regardless of the form of action.
- 11. Insurance.** (A) Sponsor shall maintain during the term of this Agreement commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence to cover liability for bodily injury, property damage, death and advertising injury arising out of Sponsor's activities in connection with the Race(s). (B) In the event (i) Sponsor's contribution includes an in-kind donation; and/or (ii) Sponsor (or its products) has a physical presence at a Race (excluding signage), Sponsor shall maintain during the term of this Agreement the following insurance in addition to the insurance coverage required in Subsection (A) above: (a) workers' compensation insurance in the amount required by the law of the state(s) in which the party's workers are located and employers liability insurance with limits of not less \$1,000,000.00; (b) business automobile liability insurance with a minimum combined single limit of \$1,000,000.00 covering all owned, hired, rented, subcontracted and non-owned vehicles and equipment used by Sponsor; and (c) excess/umbrella insurance, excess to the insurance coverage required in Subsections (A) [general liability insurance] and (B)(b) [business automobile liability insurance] above, with a limit of not less than \$5,000,000.00. Sponsor's workers' compensation insurance shall include a waiver of subrogation in favor Komen and Komen Affiliate with respect to any losses arising from work performed by or on behalf of Sponsor. In the event a Sponsor is subject to the insurance requirements of this Subsection (B), Sponsor agrees to name Komen and Komen Affiliate as additional insureds on its commercial general liability insurance policy and any other policies required under this Subsection (B), solely with respect to the Race(s). Sponsor shall furnish a certificate of insurance to Komen Affiliate showing that such insurance policies are in place within thirty (30) days after the Effective Date of this Agreement. Furthermore, in the event a Sponsor is subject to the insurance requirements of this Subsection (B), Komen or Komen Affiliate shall name Sponsor as an additional insured on its commercial general liability insurance policy solely with respect to the Race(s) upon written request from such Sponsor. Unless due to the gross negligence or willful misconduct of either Komen or Komen Affiliate, neither Komen nor Komen Affiliate shall be responsible for any loss or damage to Sponsor's property. The minimum amounts of insurance coverage required in this Section 8 shall not be construed to create a limit of Sponsor's liability with respect to its indemnification obligations under this Agreement.
- 12.** The value of race entries given to sponsors as part of your sponsorship is non-deductible according to Internal Revenue Code Section 6115.