



May 15, 2010  
Komen Columbus Race for the Cure®  
Sponsorship Contract  
Deadline: Friday, January 15, 2010

**Paid by Check**  (made payable to: Komen Columbus Race for the Cure®)  **Please send us an invoice**  
**All payments to be received prior to Race Day, May 15, 2010**

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Company/Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
email Telephone Fax

Please list the company/organization name as you wish it to appear for recognition:

\_\_\_\_\_  
Please send your electronic logo file (high resolution) to info@komencolumbus.org. Your logo will be reproduced primarily in one color (B&W) and/or silk-screened.

**Sponsor Level**

- Cash Sponsor** \$ \_\_\_\_\_
- Pink Light Special (PLS)** \$ \_\_\_\_\_ **Name of PLS** \_\_\_\_\_
- In-Kind Sponsor** (please complete attached fair market value statement) \$ \_\_\_\_\_
- We would like complimentary booth space in the Exposition area on Race Day. (Silver Level and above only.)
- Yes, we will provide a company banner for Race Day  We do not have a banner-please connect us with a Race Vendor
- Please include our URL link on the komencolumbus.org website: (Bronze Level and above only.)  
After receipt of contract and logo file, Sponsor logos will be displayed on komencolumbus.org until August 1, 2010.

URL link: \_\_\_\_\_

We would like # \_\_\_\_\_ Race Registration Brochures, # \_\_\_\_\_ Posters, and # \_\_\_\_\_ Yard Signs to distribute.

**Note: To the extent that a sponsor is unable to meet obligations outlined herein, Komen Columbus reserves the right to alter the sponsorship level in accordance with the level of obligations actually performed.**

\_\_\_\_\_  
Sponsor Signature Date

\_\_\_\_\_  
Komen Columbus Representative Signature Date

**Columbus Affiliate of Susan G. Komen for the Cure • Federal Tax ID# 75-2844651**  
855 Grandview Ave., Suite 250, Columbus, OH 43215  
Tel: 614-297-8155 • Fax:614-297-8152  
**SAVE LIVES AND END BREAST CANCER FOREVER**

## Race Sponsorship Agreement

This agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 ("Effective Date") between the Columbus Affiliate of Susan G. Komen for the Cure ("Affiliate") and \_\_\_\_\_ ("Sponsor") to set forth the terms and conditions upon which Sponsor agrees to be a local sponsor of the 2010 Komen Columbus Race for the Cure®, ("Race").

- 1. General.** The Race is part of the Komen Race for the Cure®, series, a national series of 5k and 1-mile runs/fitness walks. The Race is conducted by the Affiliate on behalf of and pursuant to an agreement with the Susan G. Komen Breast Cancer Foundation d/b/a Susan G. Komen for the Cure ("Organization") to promote and fulfill its mission to eradicate breast cancer as a life-threatening disease. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section §501(c)(3), federal tax identification number 75-2844651.
- 2. Term.** This Agreement will begin on the Effective Date set forth above and end on May 15, 2010, the scheduled date for completion of the Race ("Term").
- 3. Race Date.** Affiliate will use its best efforts to conduct the Race on May 15, 2010.
- 4. Komen Licensed Marks.** Affiliate is a licensee of the Organization and hereby grants Sponsor a limited, non-exclusive sub-license to use the Columbus Affiliate of Susan G. Komen for the Cure name, Komen Race for the Cure® name and accompanying logo service marks ("Affiliate Licensed Marks") solely to promote the Race and Race-related events during the Term of this Agreement. Sponsor shall not sublicense or transfer the use of the Affiliate Licensed Marks to any person or entity without the prior written consent of Affiliate. Sponsor will present to Affiliate, for its prior approval, any item or material that uses or refers to the Affiliate Licensed Marks. All advertising and promotional materials may only be used in the Columbus area and should refer to Sponsor's relationship to the Race in the following form: "Local Sponsor of the Komen Columbus Race for the Cure®," Sponsor shall not use the Affiliate Licensed Marks in advertisements or promotions that contain a reference to any entity which is not a local or national Race sponsor.
- 5. Sponsor Licensed Marks.** Sponsor grants Affiliate a limited, non-exclusive license to use Sponsor's name, logo, service marks and trademarks ("Sponsor Licensed Marks") solely for including Sponsor in listings and descriptions of Race sponsors during the Term of this Agreement. Affiliate shall not sublicense or transfer the use of the Sponsor Licensed Marks to any person or entity without the prior written consent of Sponsor.
- 6. Sponsorship Benefits/Payment.** Sponsor shall receive the sponsorship benefits set forth in the "Sponsorship Levels & Marketing Opportunities matrix" found in the Race development package.

Sponsor shall pay its entire sponsorship fee on or before May 15, 2010, and failure to do so shall result in a forfeiture of Sponsor's sponsorship rights. Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations as credit toward Sponsor's sponsorship fee.

To comply with IRS requirements, we wish to advise you that the tax-deductible amount of your contribution for Federal Income tax purposes is limited to the excess of the amount of money plus the value of any non-cash property contributed by you over the value of the goods and services provided by the Columbus Affiliate. The Affiliate will provide you with the total value of any goods and services provided as part of your sponsorship.
- 7. Race Cancellation.** Neither Organization nor Affiliate shall be responsible for damages that result from delays or postponements of the Race due to circumstances beyond their reasonable control. In the event that the Race does not take place, Sponsor's sponsorship fee as set forth above shall be treated as a donation to the Affiliate and shall not be refunded.
- 8. Insurance.** Each party shall maintain, during the Term of this Agreement, insurance in an amount sufficient to cover liability for bodily injury, property damage and death arising out of the party's activities in connection with the activities which are the subject of this Agreement. Each party shall furnish a certificate of insurance to the other party showing that such insurance policies are in place within thirty (30) days after the Effective Date of this Agreement.
- 9. Relationship/Entire Agreement.** The parties to this Agreement have no legal relationship other than as contracting parties to this Agreement. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements.
- 10. Indemnity.** Each party agrees to indemnify and hold the other harmless from and against any and all expenses, including reasonable attorneys' fees, that the other party may incur by reason of any claim arising out of the indemnifying party's negligence, intentional misconduct performance or failure to perform pursuant to this Agreement, or any service or product sold or provided by the indemnifying party in connection with the Race. All individuals provided by or associated with Sponsor who perform services at the Race event shall perform such services at the direction of, under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of Organization or Affiliate and shall not be agents or representatives of Organization or Affiliate. Sponsor shall be responsible, as between Sponsor and Organization and Affiliate, for any injuries or damages caused by or to said individuals.
- 11. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.