



2018 Susan G. Komen Philadelphia Race for the Cure®
SPONSOR AGREEMENT

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Sponsorship Payment: Please make checks payable to: Susan G. Komen® Philadelphia
125 South 9th Street, Suite 202 Philadelphia, PA 19107

1. Cash: \$ \_\_\_\_\_ (Full Payment Due By: March 1, 2018)

2. In-Kind Gifts/Services valued at \$ \_\_\_\_\_ (Fair Market Estimated Value)

Description: \_\_\_\_\_

ALL HOSPITALS \_\_\_ Healthcare \$7,500 (includes Companion In Survival honor guard)

Standard Sponsorships: \_\_\_ Platinum \$25,000 \_\_\_ Gold \$15,000 \_\_\_ Diamond \$10,000
\_\_\_ Silver \$7,500 \_\_\_ Bronze \$5,000

Friends of the Race \_\_\_ \$2,500 \_\_\_ \$2,000 \_\_\_ \$1,000 \_\_\_ \$ 500

High-Profile Sponsorships \_\_\_ Local Presenting \$100,000 \_\_\_ Finish Line \$65,000 \_\_\_ Kids for the Cure \$60,000

\_\_\_ Local Race Champion \_\_\_ Big Pink Footprint \$50,000 \_\_\_ Forever Fighters \$50,000
\_\_\_ Team All Star \$50,000 \_\_\_ Fundraising \$40,000 \_\_\_ Park-n-Ride \$30,000
\_\_\_ Race weekend Registration \$30,000 \_\_\_ First-aid Station \$10,000

3. Sponsorship Grand Total \$ \_\_\_\_\_

TERMS AND CONDITIONS

This agreement ("Agreement") is entered into this \_\_\_\_\_, 2017/2018("Effective Date") between Susan G. Komen Philadelphia ("Komen Philadelphia") and \_\_\_\_\_("Sponsor") to set forth the terms and conditions upon which Sponsor agrees to be a local sponsor of the 2018 Susan G. Komen Philadelphia 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 Komen Philadelphia on behalf of and pursuant to an agreement with the Susan G. Komen Breast Cancer Foundation d/b/a Susan G. Komen ("Organization") to promote and fulfill its promise to save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures. Komen Philadelphia is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section §501(c)(3), federal tax identification number 75-2949264.
2. Term. This Agreement will begin on the Effective Date set forth above and end on May 13, 2018 the scheduled date for completion of the Race ("Term").
3. Race Date. Komen Philadelphia will use its commercially best efforts to conduct the Race on May 13, 2018.
4. Komen Licensed Marks. (the following applies to sponsors in the top two sponsor levels only or local media sponsor only; all other sponsors must obtain permission) Komen Philadelphia is a licensee of the Organization

and hereby grants Sponsor a limited, non-exclusive, non-transferable right and sub-license to use the Susan G. Komen Philadelphia name, Komen Race for the Cure® name and accompanying logo service marks (“Komen Philadelphia Licensed Marks”) solely to promote the Race and authorized Race-related events during the Term of this Agreement. Sponsor shall not sublicense or transfer the use of Komen Philadelphia Licensed Marks to any person or entity without the prior written consent of Komen Philadelphia. Sponsor will present to Komen Philadelphia, for its prior approval, any item or material that uses, incorporates or refers to the Komen Philadelphia Licensed Marks.

All advertising and promotional materials may only be used in the Philadelphia area and should refer to Sponsor’s relationship to the Race in the following form: “Local Sponsor of the Komen Philadelphia Race for the Cure®.” Sponsor shall not use the Komen Philadelphia Licensed Marks in advertisements or promotions that contain a reference to any entity which is not a local or national Race sponsor. Sponsor acknowledges that it has no rights in and to the Licensed Marks other than as expressly granted herein.

5. **Sponsor Licensed Marks.** Sponsor grants Komen Philadelphia a limited, non-transferable, non-exclusive license to use Sponsor’s name, logo, service marks & trademarks (“Sponsor Licensed Marks”) solely for including Sponsor in listings & descriptions of Race sponsors during the Term of this Agreement. Komen Philadelphia 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 pay its entire sponsorship fee on or before March 1, 2018, and failure to do so shall result in a forfeiture of Sponsor’s sponsorship rights, including the sublicense of the Licensed Marks. Komen Philadelphia 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, Komen Philadelphia wishes to advise Sponsor that the tax-deductible amount of Sponsor’s 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 Sponsor over the value of the goods and services provided by Komen Philadelphia. Komen Philadelphia will provide Sponsor with the total value of any goods and services provided as part of Sponsor’s sponsorship.

7. **Race Cancellation.** Neither Organization nor Komen Philadelphia, nor any officer, trustee, employee or agent of either, 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 Komen Philadelphia and shall not be refunded.

8. **Insurance.** Each party shall maintain, during the Term of this Agreement, insurance in an amounts reasonably anticipated by such party to be 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, and shall be considered at all times as under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of Organization or Komen Philadelphia and shall not be agents or representatives of Organization or Komen Philadelphia. Sponsor shall be responsible, as between Sponsor and Organization and Komen Philadelphia, for any injuries or damages caused by or to said individuals.

11. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**AGREED AND ACCEPTED:**

**SPONSOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SUSAN. G. KOMEN PHILADELPHIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_