



# 2012 Susan G. Komen Southern Nevada Race for the Cure<sup>®</sup> Sponsor Contract

**Name of Company, Institution or Individual** (print exactly as it should appear in Race print publications):

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

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

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

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

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

- We would like more information on starting a Corporate Team
- We would like the Race Volunteer Chair to contact us about volunteering
- We would like more information about breast health presentations for our employees

**Sponsorship Contribution:**

- Cash \$ \_\_\_\_\_
  - In-Kind Products/Services (fair market estimated value/ must itemize below) \$ \_\_\_\_\_
  - Media (fair market estimated value/ must itemize below) \$ \_\_\_\_\_
- Total Contribution \$ \_\_\_\_\_
- Sponsor Level \_\_\_\_\_

**Donation Items Detailed:** Please list all donated items/services below, including the item, quantity and value.

Item	Quantity	Value
		\$
		\$
		\$
		\$
		\$

**Please make checks payable to Susan G. Komen Southern Nevada Race for the Cure**

Cash Amount \$ \_\_\_\_\_ Check Amount \$ \_\_\_\_\_

Credit Card Amount \$ \_\_\_\_\_ Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Signature \_\_\_\_\_

**SPONSORSHIP DEADLINE AND FULL PAYMENT DUE BY APRIL 20, 2012. LOGOS AND SPONSORSHIP CONTRACT MUST BE RECEIVED BY FEBRUARY 3, 2012 TO INSURE INCLUSION IN ALL PRINT MATERIALS (per sponsor level).**

**SUBMIT CONTRACT AND PAYMENT TO: Komen Southern Nevada Race for the Cure  
4850 W. Flamingo Rd. Suite 25 Las Vegas, NV 89103 Phone 702.822.2324 Fax 702.877.2455**

TERMS AND CONDITIONS: This contract is subject to the terms and conditions stated on page 2. Contributor/Sponsor has read, understands, and agrees to be bound by these terms as a condition of contribution.

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

\_\_\_\_\_  
Southern Nevada Race for the Cure Representative Date

**Terms and Conditions:** This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Southern Nevada 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 2012 Komen Southern Nevada Race for the Cure®.

**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 for the Cure Organization to promote and fulfill its promise to save lives and end breast cancer forever. **The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section 501(c)(3). The Southern Nevada Affiliate’s tax identification number is 88-0372386.**

**Term:** This Agreement will begin on the Effective Date set forth above and end on May 5, 2012, the scheduled date for completion of the Race.

**Race Date:** Affiliate will use its best efforts to conduct the Race on May 5, 2012.

**Sponsor Licensed Marks:** Sponsor grants Affiliate a limited, non-exclusive license to use Sponsor’s name, logo, service marks and trademarks solely for including Sponsor in listings and descriptions of Race sponsors during the Term of 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.

**Komen Licensed Marks:** Affiliate is a licensee of the Organization and hereby grants Sponsor a limited, non-exclusive sub-license to use the Southern Nevada Affiliate of Susan G. Komen for the Cure® name and Komen Race for the Cure® name 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 name to any person or entity without the prior written consent of the Affiliate. **Sponsor will present to Affiliate, for its prior approval, any item or material that uses or refers to the Affiliate name.** All advertising and promotional materials should refer to Sponsor’s relationship to the Race in the following form: **“Local Sponsor of the Komen Southern Nevada Race for the Cure®.”** Sponsor shall not use the Affiliate name in advertisements or promotions that contain a reference to any entity which is not a local or national Race sponsor.

**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 due to such circumstances, Sponsor’s contribution as set forth above, shall be treated as a donation to the Affiliate and shall not be refunded.

**Sponsorship Benefits/Payments:** Sponsor shall receive the sponsorship benefits set forth in the 2012 Sponsor Packet. Sponsor shall pay its entire sponsorship fee on or before April 20, 2012. Failure to do so will result in a forfeiture of Sponsor’s rights. Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations as credit towards Sponsor’s Contribution. 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 Southern Nevada Affiliate.

**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. **For Sponsor providing, assembling or erecting a temporary structure** – each party shall maintain, during the Term of this Agreement, insurance in the amount of **One Million Dollars** per occurrence 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. Sponsor agrees to name Susan G. Komen for the Cure and the Southern Nevada Affiliate of Susan G. Komen for the Cure as Additional Insureds on its comprehensive general liability insurance policy and any other applicable policy (i.e. commercial auto liability policy, etc.), solely with respect to the events and 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.

**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.

**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.

**Governing Laws:** This Agreement shall be governed by the laws of the State of Nevada.

**Note:** The Parties to this Agreement acknowledge and agree that facsimile signatures or a scanned signed copy of the contract hereon shall be binding as an original.

Your support is truly appreciated. Proceeds benefit breast cancer research, education, screening and treatment. IRS regulations require that complimentary registration fees are deducted from sponsorship totals for tax purposes. Donations are tax deductible to the full extent allowed by law. Susan G. Komen for the Cure is a non-profit organization with section 501(c)(3) status for tax purposes, and is governed by a Board of Directors.