

WE LIVE HERE. WE RACE HERE. WE SAVE LIVES HERE.

The background of the poster features a silhouette of a city skyline at the top, transitioning into a large crowd of runners in silhouette against a gradient background that shifts from yellow at the top to pink at the bottom.

IT'S MORE THAN A RACE

5K, FESTIVITIES, AND SAVING LIVES CLOSE TO HOME.

Susan G. Komen® New Orleans RACE FOR THE CURE
SATURDAY, OCTOBER 25, 2014
CITY PARK, NEW ORLEANS

SPONSORSHIP OPPORTUNITIES

Honorary Chair: Rita Benson LeBlanc • Honorary Survivor Chair: Toni Naquin

NATIONAL SERIES SPONSORS



GREETINGS FROM SUSAN G. KOMEN® NEW ORLEANS!



This year marks the 18th Annual Komen New Orleans Race for the Cure®. Race for the Cure® is more than an event for runners. It is an extension of Komen's promise to save lives and end breast cancer forever. It is an opportunity to celebrate survivors and honor friends and family who lost their lives to the disease.

All funds raised by Susan G. Komen® go exclusively to fund breast cancer programs and breast cancer research. Seventy five percent (75%) of the net funds raised will fund **local** breast cancer programs; the remaining twenty five percent (25%) will support vital breast cancer research. In other words, the majority of your sponsorship dollars stay here, in the **local** area.

We are proud to say that, in the New Orleans Affiliate's over 20 year history, we have provided more than \$4.8 million for community grants in our service area of Orleans, Jefferson, St. John the Baptist, St. Charles, Plaquemines, St. Bernard, St. Tammany and Washington parishes. We fund direct service facilities that serve the women and families of our area, including LSUHSC School of Public Health, St. Thomas Community Health Center, West Jefferson Outpatient Rehabilitation Department, Thomas/McMahan Cancer Foundation, West Jefferson Women's Imaging Breast Care Center, Access Health Louisiana, East Jefferson General Hospital Foundation, Mary Bird Perkins at St. Tammany Parish Hospital, and Cancer Association of Greater New Orleans. The Komen New Orleans Affiliate would not be able to provide those vital grant dollars to our **local** area without the support of our local sponsors.

Local sponsorship is critical to our being able to support local breast cancer programs. Sponsorship dollars help underwrite Race expenses, and along with entry fees and donations from Race participants, go directly toward funding **local** breast cancer services.

Whether you are looking to support breast health programs in our local community, promote a new product, build company pride and morale, or retain and increase customer loyalty, the 2014 Race Sponsorship opportunities are designed to meet the unique needs of your marketing budget. If you want your marketing dollars to affect the **local** community, then our Race is the event for you!

Please review the attached Sponsorship Opportunities brochure and join us by investing your marketing dollars in our Race. Together we can make a difference in the fight against breast cancer.

Thank you for your consideration,

Tiffany Carter and Mollie Copeland
2014 Race for the Cure Co-Chairs

Henry Kothmann
President, Board of Directors

Breast cancer knows no boundaries - be it age, gender, socio-economic status or geographic location.

WHO WE ARE



BOARD OF DIRECTORS:

Henry Kothmann – President
Lori Barthelemy – Secretary
Christina Chifici- Treasurer
Hon. Paula Brown
Jennifer Greene
Holley Haag
Jennifer Neil
Janis van Meerveld
Elly Zakris, MD

HONORARY BOARD MEMBERS:

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Joseph Briand
Micki Chehardy
Hon. Jacquelyn Brechtel Clarkson
Bridgette Collins-Burow, MD, PhD
Frank Della Croce, MD
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Regan Forrester
Chuck George
Torrie Hebert
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Marbury Little
Lawrence Plunkett
Kristi Post
Dottie Reese
Greg Reggio
Oliver Sartor, MD
Alan Stolier, MD
Scott Sullivan, MD
Allene Thaller
Roy Weiner, MD

RACE COMMITTEE:

Angela Anthaume
Ethan Ashley
Leslie Bahn
Lori Barthelemy
Janie Boyer
Joe Briand
Paula Brown
Tiffany Carter
Mollie Copeland
Carin Evans
Chuck George
Jenny Greene
Trice Griffin
Mercy Hodge
Betsy Kaston
Henry Kothmann
Stephanie Landry
Frank Liantonio
Joy Patin
Serina Phoenix
Lisa Plunkett
Gary Schully
Allene Thaller
Janis van Meerveld
Victoria van Steenburgh
Lydia Vaughn

WE LIVE HERE.
WE RACE HERE.
WE SAVE LIVES HERE.

WHY SPONSER

- Support local breast health programs
- Strong visibility in a New Orleans running/walking event
- Touch an audience of more than 12,000+ on Race day
- Showcase products
- Build employee morale and company pride
- Align your name and brand with one of the most recognized, respected and effective charities in the world
- Save lives and end breast cancer by supporting the Race and our mission

Susan G. Komen New Orleans 2014 – 2015 Grant Recipients

St. Thomas Community Health Center

Funding for breast cancer survivor lymphedema therapy, screening and transportation.

LSUHSC School of Public Health Breast Center

Funding for advanced practice nurse and diagnostic care coordinator patient navigator.

Cancer Association of Greater New Orleans (CAGNO)

Funding for breast cancer patients financial assistance with medications, insurance premiums, COBRA fees, co-pays and breast cancer related medical bills.

Thomas/McMahan Cancer Foundation

Funding for breast cancer survivor lymphedema therapy, screening and transportation.

Access Health Louisiana

Funding for breast cancer screening and diagnostic mammograms.

West Jefferson Medical Center Outpatient Rehabilitation Department

Funding for breast cancer survivor lymphedema rehabilitation and compression materials.

West Jefferson Medical Center Women's Imaging & Breast Care Center

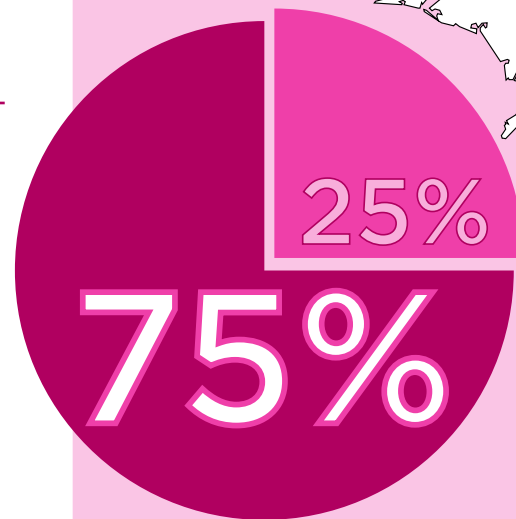
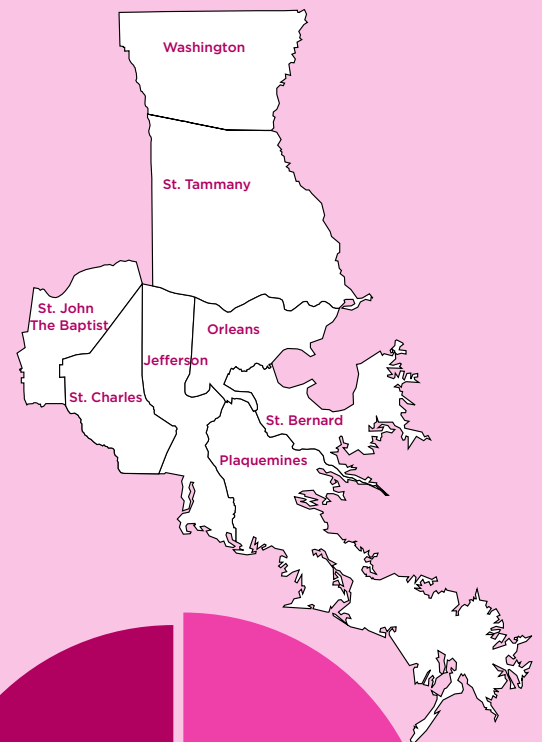
Funding for breast cancer screening and diagnostic mammograms.

Mary Bird Perkins at St. Tammany Parish Hospital Cancer Program

Funding for breast cancer mobile mammography screening.

East Jefferson Medical Center Hospital Foundation

Funding for breast cancer screening and diagnostic mammograms.



Seventy-five percent of the net proceeds we raise fund local breast cancer programs, local educational outreach efforts, and local life-saving screening services. Twenty-five percent of the net proceeds we raise fund vital breast cancer research to find better ways to treat breast cancer and search for the cures.

2014 SPONSORSHIP OPPORTUNITIES



	Local Presenting \$50,000	Presenting Media \$30,000	Platinum 25,000	Gold \$15,000	Silver \$10,000	Bronze \$5,000	Patron \$3,000
BENEFITS AND VISIBILITY*							
Company Rep as official Race starter	●						
Category exclusivity	●	●					
Recognition at start & finish line	Logo	Logo	Logo				
Recognition in all Race email blasts	●	●					
Company name in Race press releases	●	●	●				
Company logo on Race website	●	●	●	●	●		
Logo on 2000+ Race posters	●	●	●				
Use of Race logo (with prior approval)	●	●					
Right to use "Proud sponsor of 2014 Komen New Orleans RFTC" (with approval throughout 2014)	●	●	●	●	●	●	
Company Link on website	●	●	●				
Recognition in 2015 sponsor brochure	●	●	●	●	●	●	●
Recognition on 8,000 Race entry forms	Logo on Front	Logo on Front	Logo on Front	Logo	Logo	Name	Name
Recognition on 12,000 Race t-shirts	Logo	Logo	Logo	Logo	Logo	Name	Name
Recognition on Komen website	Logo	Logo	Logo	Logo	Logo	Logo	Name
RACE DAY RECOGNITION*							
Company Rep to speak on stage	●	●					
Premier sponsor booth placement	●	●					
Recognition at pre-race kickoff events	●	●	●	●	●	●	
Recognition on 12,000 Race bibs	Logo	Logo	Logo				
Recognition in Race day scripts	●	●	●	●			
Company provided banners displayed	4	2	1	1	1	1	
On-stage recognition on Race day	●	●	●	●	●	●	
Company product sampling (with prior approval)	●	●	●	●	●	●	
Sponsor booth**	10x10	10x10	10x10	10x10	10x10	Table	

*Logo size and placement based on sponsorship level

**Booth location based on sponsorship level and contract finalization date

DEADLINES (Contract signed and cash payment received) August 22, 2014 for inclusion on Race t-shirts, entry forms

TARGETED MARKETING OPPORTUNITIES

Companies and individuals can enjoy exclusive sponsorship of pre-Race and Race day events targeted at specific segments of Race participants. Sponsoring companies will receive presenting naming rights in addition to recognition in Race promotional materials and other specific benefits. Opportunities sell out quickly. Contact the Komen New Orleans Affiliate now at 504.455.7310 for more information.

IN-KIND SUPPORT

As the largest private funder of breast cancer research and community programs in the world, Susan G. Komen for the Cure maintains less than a 25% expense ratio. In-kind support, through donations of products and services is vital to underwriting the cost of the Race. Items and services essential to Race production are valued at 100% of fair market value. Other items and services that enhance the Race are valued at 50% of fair market value. The value of in-kind contributions will be agreed upon between the Affiliate and the sponsor.

Survivor Tent

\$10,000 The Survivor Tent is the area where breast cancer survivors, our most honored participants, gather for door prizes, chair massages and other Survivor-specific events. In addition to naming rights, Company will have the opportunity to provide a branded gift to the Survivors. Company will receive benefits of a Silver sponsorship level.

Volunteer Area

\$10,000 Company will have opportunity to provide signage for the volunteer area. Company logo will be included on "Volunteer Thank You" notes and within the Volunteer section of 25,000 Race applications. Company will receive the benefits of a Silver sponsorship level.

Virtual Runner Program

\$10,000 The Virtual Runner Program is a registration option for participants who would like to support the Race but are unable to attend on Race day. As a sponsor, your Company logo will be on Race entry forms and Race registration website. Participants receive a packet that includes a Race t-shirt and sponsor-provided logo item. Company will receive benefits of a Silver sponsorship level.

Kids for the Cure®

\$10,000 Kids for the Cure® is a registration option for children who attend the Race with their parents. There is a children's area with activities on Race Day and each child receives a special Kids for the Cure®



t-shirt with sponsor company's logo. The t-shirt design comes from the winner of a drawing contest.

Survivor Breakfast

\$5,000 The Survivor breakfast is a special time for Survivors and Co-Survivors to come together and have a very special breakfast for these courageous men and women. Company will receive benefits of a Bronze sponsorship level.

Teams

\$5,000 The company has the opportunity to put company logo/name on Team Captain packets and materials sent to Teams. Company name is included on Team invitations and within Team section of 25,000 Race applications. Company has opportunity to provide a sponsor-logo item to all registered Team members. Company will receive benefits of a Bronze sponsorship level.

Water Station

\$3,500 Company will have naming rights of water station on the 5K course. Company will have the opportunity hang company-provided banners on tables for recognition. Company will receive benefits of a Patron sponsorship level.

Mile Markers

\$2,000 Provide signage and decorations at all mile markers along race route. Company may have a cheering section wearing company t-shirts for recognition at mile markers.

OPPORTUNITIES TO PARTICIPATE

Pledge Program

The pledge program is the grass roots fundraising efforts held in conjunction with the Komen New Orleans Race for the Cure®. Pledge Program donations are considered “essential to Race Production” and are valued at 100% of the retail price. Donations can be submitted online through your fundraising page or at the Pledge Tent on Race day.

Volunteer

The Race is organized and managed in a large part by volunteers. Help is needed during the months before the Race and on Race weekend. Check the volunteer section of the website or email your contact information to: racevolunteer@komenneworleans.org

Teaming Up for the Cure®

The Komen New Orleans Affiliate encourages all Race sponsors to form a team for the 2014 Komen New Orleans Race for the Cure®. Teams are an essential element of the Race as they are the heart and soul of Race day. They not only contribute to the event’s spirit and sense of community, but they also provide a significant revenue source by working together to raise large amounts of pledge dollars. Through Race participation, a team provides organizations and groups the opportunity to increase morale and strengthen friendships among employees or members.

Ways to participate include:

- Sponsor employee and associate entry fees
- Wear team t-shirts
- Raise pledge funds and compete for team awards
- Match funds raised by employees
- Team t-shirt contest: vote with your dollars
- Teams’ Village - must have at least ten (10) team members and raise at least \$3,000

Register your team online and raise funds at:

KomenNewOrleans.org



IMAGINE A WORLD WITHOUT BREAST CANCER

OUR PROMISE

The promise of Susan G. Komen® New Orleans is to save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures.

BREAST CANCER FACTS

- An estimated 232,670 women and 2,360 men will be diagnosed with breast cancer during 2014. Approximately 40,000 women and 430 men will die of the disease.
- Breast cancer is the leading cause of cancer deaths among women age 50 and older. It is the most common cancer site among American women of all ages and is second only to lung cancer in cancer deaths.
- Every woman is at risk for breast cancer. The two most significant risk factors are being female and getting older.
- Until we know more about preventing breast cancer, early detection provides a greater chance of survival and more treatment options. When breast cancer is confined to the breast, the five-year survival rate is more than 99%.
- One woman is diagnosed with breast cancer every 2 minutes, and one woman will die of breast cancer every 13 minutes in the United States.



THANK YOU TO OUR 2013 RACE SPONSORS

PRESENTING MEDIA



PRESENTING PRINT MEDIA



SILVER SPONSORS

Adams and Reese LLP, Chevron ,McDonald's
The New Orleans Saints, Shell

BRONZE SPONSORS

Belk, Center for Restorative Breast Surgery
East Jefferson General Hospital Foundation
Fair Grounds Race Course & Slots, Folgers, Herman Herman
& Katz LLC, Lakeside Shopping Center, Nestle Dreyer's
Ochsner, Raising Cane's, Valero St. Charles Refinery
Wellcare

PATRON SPONSORS

Enterprise Rent-A-Car, Whitney Bank

SPECIAL THANKS

A.J. Produce, Abita Beer, Baker Maid, Boar's Head, Brown's Dairy, Caffe Caffe, Domino's, Double D Sausage
Event Restroom, Fireman Mike's Kitchen, Frito-Lay, Inc., New Orleans Fire Department
The Grand 16 Esplanade, The Grand 16 Slidell, Hooter's, Kentwood Springs, Longue Vue House and Gardens
Maurice French Pastries, Mello Mushroom Pizza Bakers, Morton's Seafood Restaurant, Pelican Ice
Pelican Billboards, PEPSI Beverage Company, Propel Zero, Republic Services, New Orleans Roast, Rouse's
Saia, New Orleans Saintsations, Sheriff Marlin Gusman, Two-Way Communication, Whole Foods Market
Zapp's Potato Chips, Zatarain's, Zea Rotisserie Grill, New Orleans Zephyrs

32 YEARS AGO IT BEGAN WITH A PROMISE

Susan G. Komen for the Cure®

Nancy G. Brinker made a promise to her dying sister, Susan G. Komen, that she would do everything in her power to end breast cancer forever. In 1982, that promise launched the global breast cancer movement and the creation of Susan G. Komen®. Today, we have a renewed sense of urgency and commitment to finally, once and for all, finish what we started – eradicating breast cancer.

Today, Susan G. Komen® is the world's largest grassroots network of breast cancer survivors and activists fighting to save lives, empower people, ensure quality care for all and energize science to find the cures. Over the last 30 years, Komen has invested over \$2.2 billion in research, education and health services playing a critical role in every major advance in the fight against breast cancer. Transforming how the world talks about and treats this disease, Komen has helped turn millions of breast cancer patients into breast cancer survivors.

Thanks to events like the Komen New Orleans Race for the Cure®, Komen has become the largest source of nonprofit funds dedicated to the fight against breast cancer in the world. To fulfill the promise to end breast cancer forever, Komen aims to invest more than \$2 billion over the next decade in breast health care and treatment for the underserved and in research to discover the causes of breast cancer and, ultimately, its cures. The Komen New Orleans Race for the Cure® is a critical event in helping reach this vital goal.



Nancy G. Brinker (right) with her sister Susan G. Komen.



HELP US END BREAST CANCER FOREVER.



SATURDAY, OCTOBER 25, 2014

7:00am	Late registration and packet pick-up begin
8:00am	Survivor Program
8:30am	Kids Dash
8:45am	1 mile fun run/walk
9:30am	5K competitive run
9:35am	5K fun run/walk

Length of Race 5K (3.1 mile) run/fitness walk or 1 mile fun run/fitness walk


Course Location City Park, New Orleans

Beneficiary Proceeds from the Race will fund breast cancer education, screening, and treatment projects for the medically under served in the Komen New Orleans eight parish service area and will help fund the Susan G. Komen® Grants Program



NATIONAL SERIES SPONSORS

American Airlines  

 **SELF** *Walgreens*

SPONSORSHIP AGREEMENT FOR THE KOMEN RACE FOR THE CURE®

CONFIDENTIAL

KOMEN AFFILIATE: **New Orleans** KOMEN AFFILIATE ADDRESS: **4141 Veterans Memorial Blvd., Suite 202, Metairie LA 70002**

CONTACT: **Lisa Plunkett** TELEPHONE: (504) 455-7310 FACSIMILE: (504)455-7311

EMAIL ADDRESS: Lisa@komentneworleans.org

WEBSITE: komentneworleans.org

SPONSOR: _____

SPONSOR TAX ID/EIN: _____

SPONSOR ADDRESS (STREET, CITY, STATE, ZIP): _____

CONTACT: _____ TELEPHONE: () - FACSIMILE: () -

EMAIL ADDRESS: _____ WEBSITE: _____

SPONSOR NAME TO APPEAR IN ACKNOWLEDGEMENTS (if different than above):

RACE(S): **Komen Race for the Cure** RACE DATE(S): **October 25, 2014** RACE LOCATION(S): **City Park, New Orleans, Louisiana**

SPONSORSHIP CONTRIBUTION (check all that apply): Cash payment in the amount of _____ In-kind donation described below

DESCRIPTION OF IN-KIND DONATION (attach additional sheets if necessary)*:

Quantity	Item Description	Fair Market Value Per Item	Total Fair Market Value of the Donation (Col.1 x Col. 3)	Item Necessary for Race(s)? (Y/N)

* Komen Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations.

TOTAL FAIR MARKET VALUE OF SPONSORSHIP CONTRIBUTION:**

** Sponsor should contact its tax advisor to determine the tax deductible amount, if any, of the Sponsorship Contribution for federal income tax purposes.

VALUE OF SPONSORSHIP CONTRIBUTION FOR SPONSORSHIP LEVEL (reflecting any reduction due to lack of necessity**):

*** For the sole purpose of determining the Sponsorship Level of the Sponsor, in the event an in-kind donation is not necessary for the Race(s), the Total Fair Market Value of the Donation may be reduced by one-half. Such reduction shall not have an impact on the fair market value or tax-deductible amount of the Sponsorship Contribution.

CASH SPONSORSHIP CONTRIBUTION PAYMENT METHOD: Check payable to Komen Affiliate ACH transfer (instructions available on request)

Credit card payment: (a) Credit card type: Visa MasterCard American Express Discover (b) Name of cardholder: _____

(c) Credit card number: _____ (d) Verification code (3 or 4 digits): _____ (e) Expiration date: _____

SPONSORSHIP CONTRIBUTION PAYMENT SCHEDULE:

Full amount of Sponsorship Contribution due and payable to Komen Affiliate upon execution of this Agreement.

Payment of _____ of the Sponsorship Contribution due and payable to Komen Affiliate upon execution of this Agreement, with the remainder of the Sponsorship Contribution due and payable to Komen Affiliate on or before August 22, 2014

Payment of the full amount of the Sponsorship Contribution due and payable to Komen Affiliate on or before August 22, 2014.

Other (explain schedule or attach timeline): _____

*Sponsor's failure to make the contributions on the due dates indicated above shall result in a forfeiture of those Sponsorship Benefits set forth on Schedule B to this Agreement.

SPONSORSHIP LEVEL: See Schedule A to this Agreement (attached)

SPONSORSHIP BENEFITS: See Schedule B to this Agreement (attached)

KOMEN AFFILIATE PERMISSION FOR SPONSOR TO USE THE FOLLOWING MARKS (check all that apply):

Komen Affiliate name Komen Affiliate Race for the Cure® name(s) Susan G. Komen Race for the Cure® logo (must be used in close proximity to Komen Affiliate name)

• The marks selected above (collectively, "Komen Marks") may be used by the Sponsor during the term of this Agreement for the sole purpose of promoting the Sponsorship.

• Sponsor will present to Komen Affiliate for its approval (which approval shall not be unreasonably withheld), prior to printing, distribution, publication, display, or use, any and all promotional materials and scripts of all statements, oral or written, to be made by Sponsor, its agents or spokespersons, which use or refer to any Komen Marks.

• Sponsor shall not use the Komen Marks in advertisements or promotions that contain a reference to any entity that is not an authorized local or national sponsor of the Race(s).

• Sponsor may only distribute sponsorship materials and statements in the following service area of Komen Affiliate (if this Agreement applies to more than one Race, please specifically describe the distribution area for each Race): _____

• Sponsorship materials and statements must state that the Komen Marks are registered trademarks of Komen and must be consistent with both parties' outstanding public images.

• Sponsorship materials and statements may only refer to each Race in the following form: "Local Sponsor of the Susan G. Komen New Orleans Race for the Cure" (or "_____-Level Sponsor of the Susan G. Komen New Orleans Race for the Cure"). If this Agreement covers more than one Race location, please set forth the additional Race names in the "SPECIAL TERMS/OTHER" section below.

SPONSOR PERMISSION FOR KOMEN AFFILIATE TO USE THE FOLLOWING SPONSOR MARKS:

• Prior to the date of _____, Sponsor must provide to Komen Affiliate a high-resolution, digital image of the Sponsor's marks set forth above (collectively, "Sponsor Marks").

Sponsor's failure to submit the images required on the due date indicated above shall result in a forfeiture of those Sponsorship Benefits set forth on Schedule B to this Agreement.

SPECIAL TERMS/OTHER:

By executing this Agreement, Sponsor agrees to be bound by the Standard Terms and Conditions as set forth on Page 2 of this Agreement and all attachments hereto, which are hereby incorporated herein as if set forth in their entirety. All terms set forth in all bold and capitalized letters herein shall have the meaning specifically designated above. The signatories to this Agreement hereby warrant that they have read and agree to the terms, conditions and provisions of this Agreement, including the Standard Terms & Conditions and Schedules, and have full power and authority to sign for and bind their respective organizations.

EFFECTIVE THIS _____ DAY OF _____, _____ (the "Effective Date").

("Sponsor")

New Orleans
("Komen Affiliate")

By: _____

By: _____

Name/Title: _____

Name/Title: _____

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). 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.

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; provided, however, that the provisions of Sections 5, 6, 7, 10, 12, 13, 14, and 15 shall survive termination of this Agreement.

3. Sponsor Contributions. Sponsor shall receive the Sponsorship Benefits set forth in Schedule B 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. As indicated on Page 1 of this Agreement, all cash Sponsorship Contributions shall be either (i) sent to Komen Affiliate by check at the address set forth on Page 1 of this Agreement; or (ii) transmitted through ACH transfer to an account designated in writing by Komen Affiliate. All cash payments made to Komen Affiliate, whether by check or ACH transfer, shall reference the Sponsor Ref. No. set forth on Page 1 of this Agreement. All in-kind Sponsorship Contributions shall be delivered to Komen Affiliate in accordance with the delivery instructions provided by Komen Affiliate to Sponsor. In the event Sponsor has a presence at a Race, Sponsor shall present to Komen Affiliate for prior approval all items that are to be distributed by Sponsor at such Race.

4. Komen Marks. Komen Affiliate is a licensee of Komen with respect to the Komen Marks. Komen Affiliate grants to Sponsor a limited, non-exclusive sublicense to use the Komen Marks during the term of this Agreement. Sponsor may use the Komen Marks solely to promote its sponsorship of the Race(s) in conjunction with promotions, marketing and advertising, as agreed upon in advance by Komen Affiliate and in accordance with the terms of this Agreement. Sponsor shall not change or alter the Komen Marks in any way, including without limitation, in appearance or spelling or change the case of the letters. Sponsor is prohibited from transferring, sublicensing or assigning its rights to use the Komen Marks. At its sole discretion, Komen Affiliate may require the removal of the Komen Marks at any time from any materials developed in connection with the Race(s). Sponsor acknowledges and agrees that any materials, advertisements, promotional items, brochures, signage or other Komen-branded items provided by Komen Affiliate may not be used, reproduced, distributed or disseminated except as specifically authorized by Komen Affiliate and solely in accordance with Komen's standard terms of use, as may be amended from time to time. Komen Affiliate and Sponsor agree that all right, title and interest in and to the Komen Marks shall inure to the sole benefit of Komen.

5. Sponsor Marks. Sponsor grants Komen Affiliate a limited, non-exclusive license to the Sponsor Marks during the term of this Agreement, solely for acknowledging Sponsor's sponsorship of the Race(s). Sponsor represents and warrants that it owns the Sponsor Marks and Komen Affiliate's use of such marks in accordance with the terms of this Agreement shall not infringe on the rights of any third party. Komen Affiliate shall not sublicense or transfer the use of the Sponsor Marks to any person or entity without the prior written consent of Sponsor. It is Sponsor's responsibility to inform Komen Affiliate of any changes in the Sponsor Marks that occur following execution of this Agreement. Upon notice of such changes, Komen Affiliate shall make good faith efforts to make the necessary changes to new Race materials it creates, but shall not be required to make any changes to any Race materials that have already been created or are in the process of being created at the time such notice is given. Komen Affiliate and Komen agree that all right, title and interest in and to the Sponsor Marks shall inure to the sole benefit of Sponsor.

6. Confidentiality. Each party agrees to hold in strict confidence, during and for three (3) years after the term of this Agreement, all information, material, and data that have been disclosed one to the other during the term of this Agreement and is marked "Confidential", including the terms of this Agreement (other than Sponsorship Levels). Each party agrees that it will not use any such confidential information of the other party for any purpose not directly associated with the former party's obligations hereunder, without prior approval from the other party; provided, however, that each party may disclose such information without prior approval if required by law or court order.

7. Indemnification. Each party (the "Indemnitor") 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.

8. 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 of 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. (C) All insurance coverage shall be placed with insurers who have an AM Best's Insurance rating of A-VII or better. 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.

9. Cancellation or Delay of a Race. 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 that result from delays or postponements of a Race due to circumstances beyond its reasonable control; and 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. Relationship of Parties. The parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other and such parties have no legal relationship other than as contracting parties to this Agreement. All individuals provided by or associated with Sponsor who perform services at the Race(s) 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 Komen Affiliate and shall not be agents or representatives of Komen Affiliate. Sponsor shall be responsible, as between Sponsor and Komen Affiliate, for any injuries or damages caused by or to said individuals.

11. Assignment. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Komen Affiliate may assign this Agreement to Komen or a Komen affiliate at any time without prior written consent. Any attempt to assign this Agreement in contravention of this Section 11 shall be void and of no force and effect.

12. Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with thirty (30) days' prior written notice to the other party. The dispute shall be submitted to mediation in the city in which Komen Affiliate's principal place of business is located. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse. Notwithstanding the above, in the event that either party believes that immediate injunctive relief is required to protect its Marks, such party may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State in which Komen Affiliate's principal place of business is located ("State of Choice") without regard to conflict of laws principles that may require the application of the laws of any other jurisdiction. With respect to any suit arising out of or in connection with this Agreement that is not resolved under Section 12 of this Agreement, each party consents and submits to the exclusive jurisdiction of competent state and federal courts in the State of Choice for any litigation or dispute arising under this Agreement and to the venue of such litigation or dispute in the city or county in which Komen Affiliate's principal place of business is located.

14. Notice. Any notice shall be in writing and shall be effective (i) when personally delivered or transmitted via facsimile with receipt confirmed; (ii) the next business day following deposit in the United States mail, postage prepaid, registered or certified. All notices shall be forwarded to the address of each party listed on Page 1 of this Agreement.

15. Entire Agreement. This Agreement shall constitute the entire agreement of Sponsor and Komen Affiliate to be binding upon the parties as of the Effective Date. This Agreement supersedes any prior understandings or oral agreements between Sponsor and Komen Affiliate regarding the Race(s) and constitutes the entire understanding and agreement between the parties with respect to the Race(s). There are no agreements, understandings, representations or warranties between the parties other than those set forth in this Agreement. Should any section, or portion thereof, of this Agreement be held invalid by reason of any law, statute or regulation existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of the parties as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be affected.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable