



**MAY 26, 2012 KOMEN DETROIT RACE FOR THE CURE®
SPONSOR CONTRACT**

DATE: _____ ATTN: _____

EMAIL/WEBSITE:

CONTRACT & PLANNING CONTACT	RACE DAY CONTACT
Contact Name	Contact Name
Email:	Email:
Main:	Main:
Mobile:	Mobile:
Fax:	Fax:

PLEASE INDICATE SPONSOR LEVEL:

- | | | |
|--|--|---|
| <input type="checkbox"/> Diamond \$50,000 | <input type="checkbox"/> Gold \$15,000 | <input type="checkbox"/> Bronze \$5,000
<i>(non-profit \$2,500)</i> |
| <input type="checkbox"/> Platinum \$25,000 | <input type="checkbox"/> Silver \$10,000 | <input type="checkbox"/> Crystal \$3,000
<i>(non-profit \$1,500)</i> |

PLEASE INDICATE SPECIAL SPONSORSHIP PACKAGES:

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Children's Area \$5,000 | <input type="checkbox"/> Sound \$10,000 | <input type="checkbox"/> Pink Ribbons \$2,000 | <input type="checkbox"/> Stage \$5,000 |
| <input type="checkbox"/> Survivor Café \$5,000 | <input type="checkbox"/> Survivor Trolley \$5,000 | <input type="checkbox"/> Tents \$10,000 | <input type="checkbox"/> Life Guard Chairs \$200 |
| <input type="checkbox"/> Team MEET \$2,000 | <input type="checkbox"/> Volunteers \$1,000 | <input type="checkbox"/> VIP Parking \$1,000 | <input type="checkbox"/> Water Station at Turn \$1,000 |
| <input type="checkbox"/> Website \$8,000 | <input type="checkbox"/> Banner Recognition - \$250 alone/\$200 for existing sponsor | | |

ADDITIONAL OPTIONS:

- | | | |
|--|---|---|
| <input type="checkbox"/> Logo on T-shirt - \$1,000 | <input type="checkbox"/> Logo on Entry Form - \$1,000 | <input type="checkbox"/> Logo on Poster - \$1,000 |
| <input type="checkbox"/> Table at the Race - \$1,000 | | |

SPONSOR WILL PAY SPONSORSHIP FEES AS FOLLOWS:

Cash amount of \$ _____
Plus in-kind donation of \$ _____

ITEM	FAIR MARKET VALUE

TOTAL VALUE OF SPONSORSHIP FEE: \$ _____

TERMS AND CONDITIONS

This Contract is subject to the terms and conditions stated below. Sponsor has read, understands and agrees to be bound by these terms as a condition of sponsorship:

1. The Komen Detroit Race for the Cure® (the “Race”) is an event of Susan G. Komen for the Cure (the “Foundation”) hosted by the Karmanos Cancer Institute (hereinafter referred to as the “Organization”) pursuant to an agreement with the Foundation to promote and fulfill the Foundation’s mission to eradicate breast cancer as a life-threatening disease. The Race is part of the Komen Race for the Cure® series, a national series of 5-kilometer and 1-mile runs/fitness walks. The Foundation and Organization are nonprofit organizations with 501(c)(3) tax status for tax purposes. The Organization’s tax identification number is 38-1613280.
2. THE EFFECTIVE DATE OF THIS AGREEMENT is . Best efforts will be used to host the Race on May 26, 2012. This Agreement will begin on the Effective Date and continue through the day of the Race (“Term”).
3. In exchange for payment of the sponsorship fee, Sponsor is entitled to the rights and benefits associated with the applicable sponsorship package indicated on Attachment A, attached hereto and incorporated by reference. The Foundation reserves the right to make non-material modifications to those benefits from time to time. Sponsor shall not re-sell its Race sponsorship or assign any right or benefits of such sponsorship to Sponsor’s clients, customers, or any other person or entity, or otherwise confer the benefits of Race sponsorship (e.g., share booth space, etc.) on said clients, customers, or other person or entity, without the prior written consent of the Organization. Sponsor will not sell merchandise or services at the Race without the Organization’s prior consent.
4. Sponsor understands that certain of the benefits of sponsorship require information or input by Sponsor. Failure to provide the information or input by the dates requested may result in a forfeiture of the benefit for which it was required. Sponsor acknowledges and agrees that Organization shall have the right, in its sole discretion, to approve any logo, artwork, signage, banner or other promotional material supplied by or on behalf of Sponsor.
5. Organization 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. The Foundation and Organization have the right to require Sponsor to provide an independent appraisal of the value of certain in-kind donations prior to acceptance of such donations as credit toward sponsorship.
6. The Foundation, the Organization and the Race shall not 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 circumstances beyond their reasonable control, Sponsor’s sponsorship fee will be treated as a donation to the Race and will not be refunded.
7. Sponsor has paid \$ portion of sponsorship fee on .
8. Sponsor grants the Organization and the Race a limited, non-exclusive and royalty-free 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. The Organization and the Race shall not sublicense or transfer the use of the Sponsor Licensed Marks to any

person or entity without the prior written consent of Sponsor. Sponsor acknowledges that is is not entitled to use the names, service marks or trademarks of the Foundation, Organization or Race.

9. During the Term of this Agreement, each party shall maintain at its expense comprehensive general liability 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, including but not limited to pre-Race registration, packet pick-up, and Race activities. If Sponsor's activities under this Agreement involve the provision or use of vehicles. Sponsor shall maintain at its expense commercial automobile liability insurance with a minimum combined single limit of not less than \$1,000,000 per accident for bodily injury, death and property damage, including non-owned and hired automobile coverages. Sponsor agrees to name Susan G. Komen for the Cure, Karmanos Cancer Institute/ Karmanos Cancer Center and The Komen Detroit Race for the Cure® as additional insureds on its comprehensive general liability insurance policy and any other insurance policies that may be applicable (i.e., commercial auto liability insurance 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 by the earlier of (a) thirty (30) days after the Effective Date of this Agreement or (b) thirty (30) days prior to the Race.
10. The parties to this Agreement have no legal relationship other than as independent contracting parties to this Agreement. Nothing in this Agreement is intended (nor shall it be deemed) to create any rights or remedies in any third party, including, but not limited to, any Race participant. This Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto. This Agreement, including any attachments and/or addendums to it, represents the entire agreement between the parties and supersedes any prior understandings or agreements, oral or written, between the parties with respect to the subject matter hereof. Without the prior written consent of the other party, neither party shall assign or otherwise transfer any rights, benefits or obligations under this Agreement, and any prohibited assignment shall be void.
11. Sponsor acknowledges and agrees that the aggregate liability of Foundation, Organization and Race under this Agreement shall be limited to the amount of the sponsorship fee paid by Sponsor.
12. All notices under this Agreement, in order to be effective, must be in writing, sent by (i) certified mail, return receipt requested; (ii) facsimile, with a confirmation copy dispatched by certified mail, return receipt requested; or (iii) by courier service. All notices sent by certified mail or courier service shall be sent to the parties at the addresses written below:

Komen Detroit Race for the Cure®
c/o Karmanos Cancer Institute
4100 John R / VE01RF
Detroit, MI 48201
Fax: (248) 304-2081

Attn:

Via email:

13. Each party (the "Indemnifying Party") agrees to indemnify and hold the other party (and such other party's employees, agents or representatives) harmless from and against any and all claims, losses, damages, judgments, costs and expenses, including reasonable attorneys fees, that are caused by or arise out of any act or omission of or by the Indemnifying Party or any employee, agent or representative of the Indemnifying Party, or any service or product sold or provided by the Indemnifying Party in

connection with the Race; provided that prompt notice is provided to the Indemnifying Party upon receipt of any such claim or suit. All individuals provided by or associated with Sponsor who perform services at the Race, and all individuals who provide assistance to the Sponsor in performing services at the Race, including, but not limited to, volunteers(collectively referred to as "Race Team Members") shall perform such services at the direction of, under the supervision and control of, and for the benefit of Sponsor. Race Team Members do not perform such services on behalf of the Foundation or the Organization and are not agents or representatives of the Foundation, the Organization or the Race. Sponsor shall be responsible, as between Sponsor and the Foundation, the Organization and the Race, for any injuries or damages caused by or to said Race Team Members. It is the express intention and agreement of the parties that this Section 13 shall survive the expiration of the Term of this Agreement and/or the termination of this Agreement for any reason.

14. If one or more provisions of this Agreement should be determined invalid, the validity, legality and enforceability of the remaining provisions shall not be affected. No waiver of any provision on any one occasion shall constitute a waiver of such provision on any other occasion or a waiver of any other provision. This Agreement shall not be amended or modified except in writing and signed by an authorized representative of Sponsor and the Organization. This Agreement shall be governed by the laws of the State of Michigan and requires the signature of both parties, or is otherwise void.

Agreed and Accepted:

SPONSOR

KARMANOS CANCER INSTITUTE
PURSUANT TO AN AGREEMENT WITH
SUSAN G. KOMEN FOR THE CURE

Sponsor Representative Signature

Komen Detroit Race for the Cure® Signature

Title: _____

Title: _____

Date: _____

Date: _____

Please sign two (2) copies and mail both Katrina Studvent, Komen Detroit Race for the Cure, c/o Karmanos Cancer Institute, 4100 John R, VEO1RF , Detroit, MI 48201

2012 KOMEN DETROIT SPONSORSHIP PACKAGES	Diamond \$50,000	Platinum \$25,000	Gold \$15,000	Silver \$10,000	Bronze \$5,000 (nonprofit \$2,500)	Crystal \$3,000 (nonprofit \$1,500)
Corporate Profile on Race website	✓					
Officiate Race Start	✓					
Customized Benefits (negotiable)	✓	✓				
Defined Use of Logo	✓	✓				
Logo on all Race participant bibs	✓	✓				
Prime Race Day booth location	✓	✓				
Participation in Awards Ceremony	✓	✓				
Logo on back cover of 1,000 Race Information Booklets @	✓	✓				
Social Media Feature to more than 3,000 Facebook fans & 500-plus twitter followers	✓	✓	✓			
Inclusion in e-blast to more than 25,000 readers	✓	✓	✓			
Tailored breast health presentation for employees, clients, members	✓	✓	✓	✓		
Appreciation certificates	✓	✓	✓	✓		
Membership Opportunity on Komen Detroit Planning Committee	✓	✓	✓	✓		
Logo on Race posters	✓	✓	✓	✓		
Logo on Race stage sign	✓	✓	✓	✓	✓	
Logo on Race web site links to company website	✓	✓	✓	✓	✓	✓
Logo on Race t-shirt	✓	✓	✓	✓	✓	
Logo/sponsor level on approximately 50,000 Race brochures @	✓	✓	✓	✓	✓	
Booth space on Race Day*	✓	✓	✓	✓	✓	✓
Opportunity to include gift (not ad) in approximately 1,000 Survivor goody bags*	✓	✓	✓	✓	✓	
Inclusion in Race Day stage announcements	✓	✓	✓	✓	✓	✓
Complimentary VIP Parking	✓	✓	✓	✓	✓	
Complimentary Race entries**	50	25	15	10	5	3

*All distributed items must be pre-approved

**Value of the complimentary entries will be deducted from total amount that is acknowledged.

@= Also available online

Per tax law requirements, in-kind gifts must be donor-valued and confirmed per contracts. Contracts are required of all sponsors.

Print Deadlines:

Posters - January 27

Entry Form - early February

T-shirts - early February

Information Book - mid-March

Stage Sign - late April



