

**SPONSORSHIP AGREEMENT FOR THE
IDAHO MONTANA RACE FOR THE CURE®**

SPONSOR REF. NO.:

****CONFIDENTIAL****

KOMEN AFFILIATE: Susan G Komen Idaho Montana
KOMEN AFFILIATE ADDRESS (STREET, CITY, STATE, ZIP): 1203 S Five Mile, Boise, ID 83709
CONTACT: Jodi Weak **TELEPHONE:** (208) 384-0013 **FACSIMILE:** (208) 384-0014
EMAIL ADDRESS: jweak@komenidahomontana.org **WEBSITE:** www.komenidahomontana.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): _____

SELECT Events(S) BOISE RACE COEUR D'ALENE RACE MISSOULA RACE
Saturday, Aug 29th, 2020 Sunday, September 20th, 2020 Saturday, October 10th, 2020

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)

**After reasonable inquiry and to the best of Sponsor’s knowledge and belief, the Sponsor certifies that the Total Fair Market Value of the Donation is true, complete and accurate and acknowledges that Komen Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations (if applicable).*

TOTAL FAIR MARKET VALUE OF SPONSORSHIP CONTRIBUTION:** _____
*** Monetary donation plus the Total Fair Market Value of the Donation (aggregate total of column 4). 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 Idaho Montana Credit card payment

SPONSORSHIP CONTRIBUTION PAYMENT SCHEDULE:
 Full amount of Sponsorship Contribution due and payable to Komen Idaho Montana upon execution of this Agreement.
 Payment of _____ of the Sponsorship Contribution due and payable to Komen Idaho Montana upon execution of this Agreement, with the remainder of the Sponsorship Contribution due and payable to Komen Idaho Montana on or before 7/15/20 (Boise) and 8/15/20 (Coeur d’Alene and Missoula)
 Payment of the full amount of the Sponsorship Contribution due and payable to Komen Idaho Montana on or before 7/15/20 for Boise and 8/15/20 for Coeur d’Alene and Missoula
 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 AND BENEFITS: See Schedule A to this Agreement (attached)

KOMEN IDAHO MONTANA PERMISSION FOR SPONSOR TO USE THE FOLLOWING MARKS (check all that apply):
 Komen Idaho Montana name Komen Affiliate Race for the Cure® name(s) Susan G. Komen Race for the Cure® logo and design (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 Race for the Cure” (or _____-Level Sponsor of the Susan G. Komen Idaho Montana, Susan G. Komen 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 AND LOGOS (collectively, “Sponsor Marks”):
Komen Affiliate shall have the right to use the Sponsor Marks for the purpose of advertising and promoting the Race(s), on Race t-shirts, brochures, posters, websites and the Race stage and banner (as determined by Sponsorship Level).
• Prior to the date of 6/15/20 for Boise, 7/15/20 for Coeur d’Alene, and 8/1/20 for Missoula, Sponsor must provide to Komen Affiliate a high-resolution, digital image of the Sponsor’s 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 3 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”).

 (“Komen Affiliate”)
Name/Title: Jodi Weak, Executive Director
Date: _____

 (“Sponsor”)
Name/Title: _____
Date: _____

STANDARD TERMS AND CONDITIONS

1. **Susan G. Komen.** 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 ("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 3, 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, if any, 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 Reference 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. Sponsor will be responsible for all collection costs and reasonable attorney's fees to collect any delinquent amounts due hereunder. 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.** It is agreed and understood that Komen retains all right, title and interest in the Komen Marks, all of which shall remain the exclusive property of Komen. 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. Sponsor warrants and agrees that if Sponsor's activation and/or promotion of its sponsorship of the Race involves the promotion of products, such products shall be manufactured in a manner and under conditions that comport with standards generally accepted in the United States as to the age, health and safety of the people involved in that manufacture. 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 "Indemnitee") agrees to indemnify and hold harmless the other party (the "Indemnitor," 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 activity, service or product conducted, sold or provided 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, or for injury to persons or property) 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) excess/umbrella insurance, excess to the insurance coverage required in Subsections (A) and (B) of this Section 8, with a limit of not less than \$5,000,000.00; and (c) business automobile liability insurance with a minimum combined single limit of \$1,000,000.00 covering all owned, hired, and non-owned vehicles used by Sponsor in connection with the Race, Sponsor's activation and/or promotion of its sponsorship of the Race or any other obligations created by this Agreement.) 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. The certificate of insurance shall include a waiver of subrogation in favor of Komen and Komen Affiliate and shall be delivered to Komen Affiliate as required in the Notice section herein. 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. The insurance policy shall be primary and not contributive to any other insurance available to Komen or Komen Affiliate and shall provide for not less than thirty (30) days' advance written notice to Komen Affiliate of a cancellation or termination of the policy or a reduction in the policy's limits.

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 email or facsimile with receipt confirmed; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five business days 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; Severability.** 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 or written agreements between Sponsor and Komen Affiliate regarding the Race(s) and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties between the parties other than those set forth in this Agreement. This Agreement shall not be modified, altered, amended or revoked except as set forth herein or in writing, duly executed by each of the parties hereto. The finding by any court of competent jurisdiction that any provision of this Agreement or part thereof is unenforceable shall not affect the enforceability of the remaining provisions of this Agreement.

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 means (e.g., photocopy, facsimile, pdf) is considered an original.

17. **Compliance with Laws.** Sponsor agrees to comply with all laws applicable to the activation and/or promotion of its sponsorship of the Race and all other of its activities under this Agreement.

