

Terms and Conditions

This agreement is entered by and between the Lowcountry Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. ("Affiliate") and ("Sponsor") to set forth the terms and conditions upon which Sponsor agrees to be a local sponsor of the 2009 Komen Lowcountry Race for the Cure®.

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, held in cities throughout the United States. The Race is conducted by the Affiliate on behalf of and pursuant to an agreement with the Susan G. Komen Breast Cancer Foundation ("Foundation") to promote and fulfill its mission to eradicate breast cancer as a life-threatening disease. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section 501(c) (3), federal identification number 75-2844655.
2. Term. This Agreement shall be effective from the date first set forth above through October 17, 2009, the scheduled date for completion of the Race ("Term").
3. Race Date. Affiliate will use its best efforts to conduct the Race on October 17, 2009.
4. Komen Licensed Marks. For Presenting and Media Level Sponsors: The Susan G. Komen Breast Cancer Foundation name, Race for the Cure® name and accompanying logo service marks are registered trademarks of the Foundation. Affiliate is a licensee of the Foundation and is authorized, and hereby does grant Sponsor a limited, non-exclusive sub-license use the Lowcountry Affiliate of the Susan G. Komen Breast Cancer For the Cure® name, Komen Lowcountry Race for the Cure® name and accompanying logo service marks ("Affiliate Licensed Marks") 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 Licensed Marks to any person or entity without the prior written consent of Affiliate. Sponsor will present to Affiliate, for its prior approval, any item or material that uses or refers to the Affiliate Licensed Marks. All advertising and promotional materials may only be used in the Lowcountry area and should refer to Sponsor's relationship to the Race in the following form: "Local Sponsor of the Komen Lowcountry Race for the Cure®." Sponsor shall not use the Affiliate Licensed Marks in advertisements or promotions that contain a reference to any entity which is not a local or national Race sponsor.
5. Sponsor Licensed Marks. Sponsor grants Affiliate a limited, non-exclusive 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. 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.
6. Sponsorship Benefits/Payment. Sponsor shall receive the sponsorship benefits set forth in this Agreement. In consideration of the rights granted hereunder, Sponsor shall pay its sponsorship fee on or before June 15th, 2009 and failure to do so shall result in a forfeiture of Sponsor's sponsorship rights. Affiliate 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.
7. Race Cancellation. Neither Foundation 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, Sponsor's sponsorship fee as set forth above shall be treated as a donation to the Affiliate and shall not be refunded.
8. 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.
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, under the supervision and control of, and for the benefit of Sponsor. Such individuals shall not perform such services on behalf of Foundation or Affiliate and shall not be agents or representatives of Foundation or Affiliate. Sponsor shall be responsible, as between Sponsor and Foundation and Affiliate, for any injuries or damages caused by or to said individuals.
11. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.
12. Sponsorship Contribution. The total amount of the sponsor's contribution to be acknowledged, is the amount received by the sponsor less the value of any goods or services received including complimentary Race registrations.