

2012 Susan G. Komen Charlotte Race for the Cure®
Sponsorship Opportunities
Saturday, October 6, 2012 * Uptown Charlotte



Local Company. Local Cause.
Local mpact.

THE WORLD'S LARGEST 5K RUN/WALK SERIES

NATIONAL SERIES SPONSORS



The Running Ribbon is a registered trademark of Susan G. Komen for the Cure®

JOIN THE FIGHT AND MAKE AN IMPACT

Thanks to support from people like you, Susan G. Komen for the Cure® is one of the largest and most influential non-profits in the country. Through local events, including the Race for the Cure and Laugh for the Cure, the Charlotte Affiliata has invested over \$13 million in the fight against breast cancer. These events have drawn a combined 18,000+ registered participants and ticket-holders annually, along with the support of hundreds of companies. This, coupled with the determination of the Charlotte community, has enabled the Charlotte Affiliata to invest \$9.6 million in local breast health programs, and \$3.4 million in national research. With a new diagnosis every 69 seconds, the Charlotte Affiliata is working to end breast cancer forever. We invite you to join us in the fight!

BENEFITS OF INVOLVEMENT

Based on your level of sponsorship, your company may receive the following return on investment:

- Align yourself with the largest breast cancer event in Charlotte
- Receive high visibility in the community before the event and on Race Day
- Reach a diverse, passionate audience at events throughout the year, including 25,000+ people on Race day
- Build employee morale and company pride
- Retain and increase customer loyalty
- Reach our database of supporters at multiple times throughout the year

ABOUT SUSAN G. KOMEN FOR THE CURE

Nancy G. Brinker promised her dying sister, Susan G. Komen, she would do everything in her power to end breast cancer forever. In 1982, that promise became Susan G. Komen for the Cure®, now the world's largest breast cancer organization and the largest source of nonprofit funds dedicated to the fight against breast cancer with more than \$1.9 billion invested to date. For more information about Susan G. Komen for the Cure, breast health or breast cancer, visit komen.org or call 1-877 GO KOMEN.

CAUSE MARKETING MATTERS

A Cone/Duke University Behavioral Cause Study revealed that American consumers have high philanthropic expectations for companies, even amid the current economic crisis.

- 79% of respondents said they would likely switch brands, when price and quality are about equal, if another brand is associated with a good cause.
- When replicated online, results revealed that participants spent nearly twice as long reviewing cause-related ads versus general corporate advertisements, resulting in a 19% sales lift.



4-STAR CHARITY

For the fifth year running, Susan G. Komen for the Cure® received a 4-star rating from Charity Navigator, the nation's largest independent evaluator of charities. Charity Navigator evaluates two broad areas of financial health: organizational efficiency and organizational capacity.



IN-KIND SPONSORSHIP OPPORTUNITIES

The Affiliate underwrites expenses through both cash and in-kind contributions. This ensures that more money can go to the fight against breast cancer. The 2011 Race kept expenses to less than 16% of revenue – a tremendous accomplishment!

PRE-RACE DAY

- Billboards
- Printing, production and copying
- Advertising
- Pledge & team prizes

RACE DAY

- Awards
- Decorations
- Sound Systems
- Tents
- Security
- Golf Carts
- Transportation
- Porta-Johns
- Signage
- Food & Beverage
- Survivor Gifts
- Postage/Mailing Services

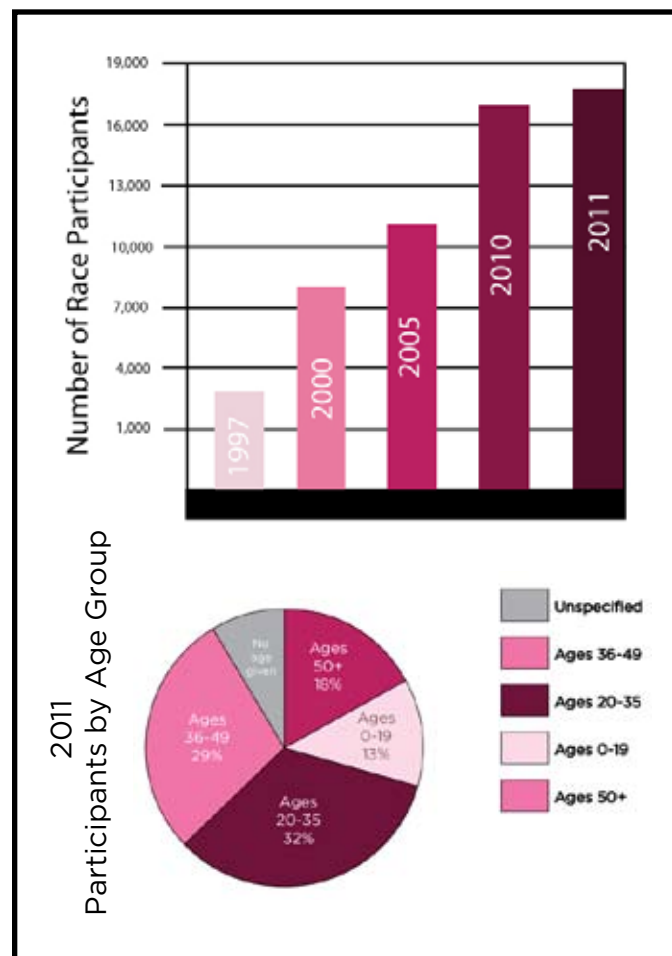
Non-essential in-kind donations of products or services are categorized at half of the retail value for sponsorship purposes. The Race Director must approve all in-kind donations. If you have an idea for an in-kind donation, please contact j.cacchione@komencharlotte.org.

SINCE 1996 THE CHARLOTTE RACE HAS:

- Grown from 2,300 to over 17,500 participants
- Provided for the distribution of over \$9.6 million in community grants throughout our nine-county service area for screening, education and treatment programs
- Become the largest footrace in the Charlotte region

2011 CHARLOTTE RACE REACHED:

- 76% Female; 24% Male
- 1,900+ Kids for the Cure® (12 years and under)
- 1,149 Breast Cancer Survivors
- 70% of participants were on teams (850+ teams)
- 83% registered online



ADDITIONAL OPPORTUNITIES

The Charlotte Affiliate is active in our 9-county service area throughout the year. Key events include:

LAUGH FOR THE CURE, held March 8, 2012 at the McGlohon Theater, Laugh For The Cure attracts over 700 attendees for food, fun, and laughter. The event features a silent & live auction, followed by a PG-13 rated comedy event. Sponsorship opportunities range from \$500-10,000. www.laughforthecure.com

The **KOMEN RECEPTION**, scheduled in March, is a time to celebrate the Affiliate's fundraising efforts as we gather to announce the grant recipients for the coming year. Sponsorship opportunities range from \$500-2,500.

PINK SUNDAY, will be held April 29, 2012, and is a program that reaches the African American community through churches. In 2011, the event reached 152 churches and distributed more than 20,000 pieces of educational materials to this high risk ethnic population.

CORPORATE SPONSORSHIP PACKAGES

LOCAL PREMIER PARTNER

\$60,000

- Year-round partnership with the Komen Charlotte
- Opportunity to use Komen Race for the Cure logo - with Affiliate approval
- Expanded presence on Race Day, including a representative at the Start Line
- Opportunity for Race Day sponsorship check presentation
- 20 x 20 tent in the Race Expo area, with the opportunity to provide samples and/or promotional items
(All items distributed on Race day must be approved by the Komen Charlotte Affiliate)
- Partnership included in media promotions
- Company logo on Save the Date cards (mailed to 7,000+ past participants)
- Company logo on +19,000 Race bibs
- Company logo on billboard campaign
- 100 complimentary Race entries
- 2 VIP tickets to Laugh for the Cure
- Company logo on Race t-shirts
- Logo on Komen website with hyperlink to Sponsor website
- Company logo displayed on Mobile Media on Race Day

LOCAL PRESENTING SPONSOR

\$50,000

- Naming rights for Celebration stage
- Opportunity to use Komen Race for the Cure logo (with Affiliate approval)
- Opportunity for Race Day sponsorship check presentation
- 20 x 20 tent in Expo area, with the opportunity to provide samples and/or promotional items
(All items distributed on Race day must be approved by Komen Charlotte)
- Company logo displayed on 19,000+ Race bibs
- 50 complimentary Race entries
- Company logo on Race t-shirts
- Logo on Komen website with hyperlink to Sponsor website
- 2 VIP tickets to Laugh for the Cure
- Company logo displayed on Mobile Media on Race Day

SPOTLIGHT MEDIA

\$40,000

- Featured marketing through TV
- 40 complimentary Race entries
- Company logo on Race t-shirts
- Logo on Komen website with hyperlink to Sponsor website
- Company logo displayed on Mobile Media on Race Day
- Race Day presence in Expo Area
- 2 VIP tickets to Laugh for the Cure

PLATINUM SPONSOR

SELECT ONE

\$30,000

- **SLEEVE SPONSOR** Brand Race participants with your company name/logo on long-sleeved t-shirts
- **ANNUAL SURVIVOR EVENT** Sponsor exclusivity at a featured Survivor event; opportunity to distribute material in gift bags

ALL PLATINUM SPONSORS RECEIVE:

- Company logo on Race t-shirts
- Logo on Komen website (linked to Sponsor website)
- Company logo displayed on Mobile Media on Race Day
- 30 Complimentary Race entries
- Race Day presence in Expo Area

GOLD SPONSOR

SELECT ONE

\$20,000

- **MEDIA SPONSOR** (unlimited packages) - Opportunity for marketing to include print, radio, and billboards
- **HOST SPONSOR** (unlimited packages) - Provide property for Race Day & registration needs
- **SAMPLING SPONSOR** (5 packages) - Provide food products to Race Day participants, Volunteers, or Survivor Breakfast

ALL GOLD SPONSORS RECEIVE:

- Company logo on Race t-shirts
- Logo on Komen website (linked to Sponsor website)
- Company logo displayed on Mobile Media on Race Day
- 20 Complimentary Race entries
- Race Day presence in Expo Area

SILVER SPONSOR

SELECT ONE

\$10,000

- **START OR FINISH LINE SPONSOR** Sponsor recognition signage (designed/printed by Komen); logo on online Race Course map
- **SURVIVOR BREAKFAST SPONSOR** (1 package) - Provide 1,200 branded Survivor gifts, branded tent on Race Day (signage provided by Sponsor), Survivor group photo (provided by Komen)
- **KID'S FUN ZONE SPONSOR** (1 package) - Provide 350 branded gifts for participants, 350 branded t-shirts (provided by Komen), branding in Kid's Fun Zone area, including banners (provided by Sponsor)
- **TEAMS VILLAGE SPONSOR** (1 package) - Company branding in Teams Village, recognition in Team Captain emails during Race season, branding on Team Toolkit (sent to 850+ teams)

ALL SILVER SPONSORS RECEIVE:

- Company logo on Race t-shirts
- Logo on Komen website (linked to Sponsor website)
- Company logo displayed on Mobile Media on Race Day
- 10 Complimentary Race entries
- Race Day presence in Expo Area

BRONZE SPONSOR

SELECT ONE

\$5,000

- **YARD SIGNS FOR THE CURE** (1 package) Promote company name and logo on 1,000+ signs throughout Greater Charlotte area
- **MILE MARKER SPONSOR** (1 package) Display your company logo on three mile markers utilized on the 5k course
- **SLEEP IN FOR THE CURE** (1 package) - Reach over 500 "Sleep In" participants with branded "Sleep In" giveaway (subject to Affiliate Approval)

ALL BRONZE SPONSORS RECEIVE:

- Company name listed on Race t-shirts
- Logo on Komen website (linked to Sponsor website)
- Company logo displayed on Mobile Media on Race Day
- 5 Complimentary Race entries
- Race Day presence in Expo Area

CRYSTAL SPONSOR

SELECT ONE

\$2,500

- **PINK GOES GREEN** (Race Day recycling program) with location-specific signage provided by Komen
- **AWARDS SPONSOR** Offers branding on participants, teams and "Bust A Move, Komen!" awards (all awards designed and purchased by Komen)

ALL CRYSTAL SPONSORS RECEIVE:

- Logo on Komen website (linked to Sponsor website)
- Company logo displayed on Mobile Media on Race Day
- Race Day presence in Expo Area
- 3 Complimentary Race entries

PLEASE NOTE THAT ALL ITEMS DISTRIBUTED ON RACE DAY
MUST BE APPROVED BY KOMEN CHARLOTTE

SPONSORSHIP FOR EVERY BUDGET

DOCS FOR THE CURE (unlimited packages) \$2,000

- Race Day Presence in Expo Area
- Company logo displayed on Mobile Media (Race Day)
- Logo on Komen website with hyperlink to Sponsor website
- 20 Complimentary Race entries
- Recognition at Laugh For The Cure + 2 VIP tickets

LIFEGUARD CHAIR SPONSOR (3 packages) \$1,000

- Opportunity to brand lifeguard directional chair near Expo Area
- Logo included on informational maps given to Race participants

FRIENDS SPONSOR (unlimited packages) \$1,000

- Name/Logo displayed on Mobile Media (Race Day)

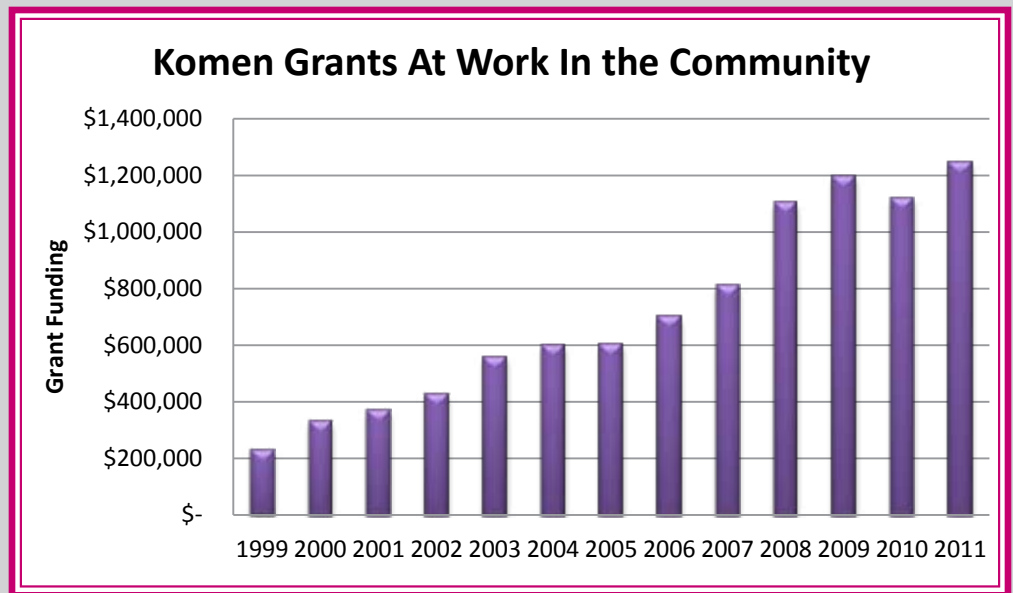
“TINKLED PINK” PORTA POTTY SPONSOR \$300

- Opportunity to decorate a porta potty with your company name and logo



SUPPORTING OUR MISSION: USE OF FUNDS

Our objective is to provide maximum support to our mission of saving lives and ending breast cancer forever. Up to 75% of the net funds raised through our Race and other events are spent on our mission. Over the past 15 years the Komen Charlotte Affiliate has granted over \$9.6 million in community grants throughout our 9-county service area for screening, education and treatment programs.





THANK YOU TO OUR 2011 LOCAL SPONSORS:

The UPS Store 
Printing • Binding • Copying • And more

96.1 FM The Beat
96.9 Kat Country
Adams Outdoor Advertising
All Over Media
Belk
BlueCross BlueShield of North Carolina
Burlison's Honey
Capture Happy
Cardinal Graphics
Carocon Corporation
Carolina Panthers
Carolina Surgical Clinic
Charlotte Knights
Charlotte Magazine
Charlotte OB/GYN
Charlotte Radiology Breast Center
Chick-Fil-A
Crystal Springs Water
CREW Charlotte, Inc.
DASH Courier Service
Dick's Sporting Goods
Eastover OB/GYN
Eastover University OB/GYN
Faster Glass Consulting, LLC
Fresh Point Produce
Frito Lay
Grant Thorton, LLP
Greater Carolinas Women's Center
Hilton Charlotte Center City
Hobart Financial Services
Imagefirst of NC, LLC

Jersey Mike's
Kerry Gold Cheeses and Butters
La Noticia, Inc.
Levine Cancer Institute
Lembo-Montgomery Cosmetic Family Dentistry
Lite 102.9 FM
McAlisters Deli
Mecklenburg Radiology Associates
Miller Street Dance Academy
Mindstorm Communications
Newk's Express Café
Nordstrom
NorthCross OB/GYN
Oncology Specialists of Charlotte
Panera Bread
Piedmont GYN/OB
Preferred Parking Services, LLC
Presbyterian Cancer Center
RSM McGladrey
Run for Your Life
Spectrum Properties
Southeast Radiation Oncology
Starbucks Coffee
Surgical Specialists of Charlotte
The Family of Neil Maddox Miller
Trader Joe's
Tricia Ory and Park Williams
Trinity Consulting, Inc.
Two Men and a Truck
United Mailing Service
WBTV
Wells Fargo Company

2011/2012 KOMEN CHARLOTTE GRANT RECIPIENTS

MECKLENBURG COUNTY HEALTH DEPARTMENT

PERSON-TO-PERSON Provide culturally sensitive breast health education, screening mammograms and diagnostic procedures to low-income minority women in Mecklenburg County.

CAROLINAS REHABILITATION - MAIN ACT-UP Provides treatment and compression bandages and garments for people with lymphedema who are unable to afford them.

PRESBYTERIAN CANCER CENTER SCREENING, DIAGNOSTICS, GENETIC TESTING, & BREAST HEALTH OUTREACH Provides screening /diagnostic mammograms, and ultrasound-guided breast biopsies to medically underserved women, particularly minorities. Also provides genetic testing and counseling for one uninsured woman.

SISTERS' NETWORK R.O.S.E. PROJECT Promote breast health initiatives for African American and underserved women in the Greater Charlotte Metropolitan region, particularly between the ages of 15-55.

CABARRUS HEALTH ALLIANCE BREAST HEALTH OUTREACH & ADVOCACY Supports outreach, advocacy, education, and screening services for all women in Cabarrus County with special emphasis on low income and minority women.

CAROLINAS MEDICAL CENTER - NORTHEAST BREAST HEALTH PROGRAM Provides mammograms, ultrasounds, biopsies, and lymphedema services to uninsured and underinsured women.

HOSPICE & PALLIATIVE CARE CHARLOTTE REGION HOSPICE & PALLIATIVE CARE TO PATIENTS WITH BREAST CANCER Funds services for indigent/underinsured breast cancer patients, and unreimbursed care for breast cancer patients in Cabarrus, Catawba, Gaston, Iredell, Lincoln, Mecklenburg, and Union Counties.

CAROMONT CANCER CENTER AT GASTON MEMORIAL HOSPITAL NO WOMAN LEFT BEHIND Provides free mammography screening and diagnostic follow up for underserved/minority women and educational outreach activities to support the early detection of breast cancer.

GIRL SCOUTS HORNETS' NEST COUNCIL SCOUTING FOR THE CURE Promotes breast cancer education and awareness in girls ages 5-17 and their families, troop leaders and mentors in an active, educational and non-threatening manner.

UNION COUNTY HEALTH DEPARTMENT ABOUT BREAST CANCER PROJECT Provides screening mammograms, as well as a limited number of diagnostic tests, for health department patients.

CHARLOTTE COMMUNITY HEALTH CLINIC WOMEN'S CLINIC Provides screening mammography, clinical breast exams and breast healthcare education.

CW WILLIAMS COMMUNITY HEALTH CLINIC MAMMOGRAPHY PROGRAM FOR THE UNINSURED Provides education, screening & diagnostic exams, and biopsies to uninsured patients. Conducts outreach to the women 40 and older to promote yearly mammography.

STANLY REGIONAL MEDICAL CENTER C.U.R.E. Offers education, screening and treatment to uninsured women in Stanly County.

PRESBYTERIAN REHAB LYMPHEDEMA PROGRAM & HEALTHY LIVING EDUCATION Provides supplies for lymphedema treatment to uninsured or undersinsured patients, and support quarterly "Lymphedema Risk Reduction" and "Healthy Living" programs for breast cancer survivors



who live in rural communities to learn about follow-up care.

ROWAN COUNTY HEALTH DEPARTMENT BREAST HEALTH SCREENING SERVICES Provide screening mammograms and diagnostic services for uninsured or underinsured women in Rowan County.

CANCER SERVICES OF GASTON COUNTY PROJECT PINK Provides education programs to 9th grade students in Gaston County Schools, as well as minority churches thru Pink Sunday. Provides financial aid to underinsured/uninsured patients through prescription and medical item assistance.

PRESBYTERIAN BUDDY KEMP CANCER SUPPORT CENTER Reduces financial burden on women diagnosed with and receiving treatment for breast cancer. Assistance to be used for prescription and non-prescription medical expenses.

LINCOLN COUNTY HEALTH DEPARTMENT PINK WITH A PURPOSE Provides screening and diagnostic mammograms to uninsured and underinsured women. Special effort will be made to serve African American and Latino women who are not eligible for BCCCP services.

CHESTNUT GROVE COMMUNITY CENTER HEALING OUR COMMUNITY ANNUAL NAACP HEALTH FAIR Schedules mammograms for underserved a women at the Statesville NAACP health fair. One hundred underserved/disadvantaged women from Iredell County will have mammograms.

KANNAPOLIS CHURCH OF GOD COMMUNITY OUTREACH PROJECT TO INCREASE BREAST HEALTH Performs outreach in Rowan County by providing screening and diagnostic mammograms and ultrasounds uninsured/underinsured Rowan County women.

CAROLINAS MEDICAL CENTER - UNION PINK RESOURCES FOR CMC-UNION Provides lymphedema supplies and support, as well as an educational notebook including information and resources for patient's treatment.

PRESBYTERIAN HUNTERSVILLE Partners with free clinics, community agencies and churches to provide screening and culturally appropriate education to 100 uninsured women, 10 diagnostic mammo-grams, and 2 ultra-sound guided biopsies.

PRESBYTERIAN MATTHEWS MECKLENBURG/UNION SCREENING & DIAGNOSTIC PROJECT Provides screening/diagnostic mammograms, diagnostics and ultrasound-guided biopsies to uninsured women in Mecklenburg and Union counties.

STANLY REGIONAL MEDICAL CENTER - EDEMA MANAGEMENT CENTER PROJECT LYMPH-E.D.E.M.A. Provides education and compression products to patients with breast cancer

2012 Komen Charlotte Race for the Cure® SPONSOR AGREEMENT

Company/Institution Name: _____ Date: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone Number: () _____ Fax Number: () _____
 Email: _____ Tax ID or SSN#: _____

VALUE OF SPONSORSHIP/CONTRIBUTION:

Cash Sponsorship/Contribution	\$ _____
Gifts in-kind (Fair Market Est. Value)	\$ _____
Media, at Fair Market Value	\$ _____
Total Sponsorship/Contribution	\$ _____

You may make your contribution by Stock Transfer: For more information, contact us at 704.347.8181.

Description of sponsorship level, item or service for tax and/or publicity purposes (Attach appropriate sponsorship level detail sheet.)

TERMS AND CONDITIONS: This Contract is subject to the terms and conditions stated below. Contributor has read, understands and agrees to be bound by these terms as a condition of contribution.

CONTRIBUTION/DONATION FOR:

- | | | |
|--|--|--|
| <input type="checkbox"/> Race Sponsorship - Level: _____ | <input type="checkbox"/> Team Sponsorship, No. of Entries: _____ | <input type="checkbox"/> Survivors' Celebration |
| <input type="checkbox"/> Friends for the Cure® | <input type="checkbox"/> Doctors for the Cure® | <input type="checkbox"/> Media Sponsor/Advertising/PR |
| <input type="checkbox"/> Race Day Photos/Video | <input type="checkbox"/> Cash/Corporate Contribution | <input type="checkbox"/> Food/Beverage/Volunteer Breakfast |
| <input type="checkbox"/> Other _____ | | |

Sponsorship deadline to be included on Race T-shirts	June 15, 2012
Full payment due for Race levels \$2,500 and up by:	June 29, 2012
Full payment due for Doctors for the Cure® by:	August 31, 2012
Full payment due for Friends for the Cure by:	August 31, 2012

***Completed contract must be received in office by the deadline to be included on Race t-shirt**

SPONSOR APPROVAL

Authorized Signature for Sponsor/Corporation/Individual: _____

 Print Name and Title Date

Please make checks payable to Komen Charlotte Race for the Cure®. Return with one signed copy of the contract to:
 Komen Charlotte Race for the Cure® 2316 Randolph Road, Charlotte, NC 28207 ATTN: Jane Cacchione

Payment Enclosed \$ _____

KOMEN CHARLOTTE RACE FOR THE CURE®

 Komen Charlotte Race for the Cure® Representative Date

****Please note, if used, the value of the complimentary race entries will be deducted from the total acknowledged for your sponsorship contribution.****

Your support is sincerely appreciated. Proceeds benefit breast cancer research, education, screening and treatment. Donations are tax deductible to the full extent allowed by law. Susan G. Komen for the Cure, Inc. is a non-profit organization with section 501 (c)(3) status for tax purposes, and is governed by a Board of Directors.

TERMS AND CONDITIONS

This agreement ("Agreement") is entered into this _____ day of _____, 2012 ("Effective Date") between the Charlotte 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 Charlotte Race for the Cure® ("Race").

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. The Race is conducted by the Affiliate on behalf of and pursuant to an agreement with the Susan G. Komen Breast Cancer Foundation d/b/a Susan G. Komen for the Cure ("Organization") to promote and fulfill its promise to save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section §501(c)(3), federal tax identification number 75-2854959.

2. Term. This Agreement will be effective _____ and end on October 6, 2012, the scheduled date for completion of the Race ("Term").

3. Race Date. Affiliate will use its best efforts to conduct the Race on October 6, 2012.

4. Komen Licensed Marks. Local Premier Partner and Local Presenting Sponsor: Affiliate is a licensee of the Organization and hereby grants a limited, non-exclusive sub-license to use the Charlotte Affiliate of Susan G. Komen for the Cure name, Komen 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 Charlotte Affiliate service area and should refer to Sponsor's relationship to the Race in the following form: "Local Premier Partner and Local Presenting Sponsor®." 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. All other sponsor levels must obtain permission from the Charlotte Affiliate prior to licensing any of the marks.

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 pay its sponsorship fee as follows: Sponsor shall pay its entire sponsorship fee on or before dates designated for sponsor levels, as stated in the 2012 Charlotte Race for the Cure® Sponsorship Opportunities Brochure, 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. 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 Charlotte Affiliate. The Affiliate will provide you with the total value of any goods and services provided as part of your sponsorship.

7. 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, Sponsor's sponsorship fee as set forth above shall be treated as a donation to the Affiliate and shall not be refunded.

8. Insurance. Sponsors providing, assembling or erecting temporary structures: (a) 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 the Susan G. Komen for the Cure and the Charlotte Affiliate of the Susan G. Komen for the Cure as Additional Insureds on its comprehensive general liability insurance policy 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. For all other sponsors: (b) 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 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.

11. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

12. 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.

13. 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. Any attempt to assign this Agreement in contravention of this Section 11 shall be void and of no force and effect.

14. 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.

15. Notice. Any notice hereunder shall be in writing and shall be effective (i) when personally delivered or when transmitted via 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.

16. 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 unenforceable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be affected.

17. 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) is considered an original.

TIMES ARE TOUGH.



SO IS BREAST CANCER.



2316 Randolph Road,
Charlotte, NC 28203
T: 704.347.8181
F: 704.347.8145
E: g.scienski@komencharlotte.org

The Komen Promise: to save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures.

For more information about the 2012 Komen Charlotte Race for the Cure, visit our website:
www.komencharlotte.org.

For sponsorship, contact Jane Cacchione: 704.347.8181 or j.cacchione@komencharlotte.org