

Inspire

leading a movement



2011 Susan G. Komen Charlotte Race for the Cure®
Sponsorship Opportunities
Saturday, October 1, 2011 • Uptown Charlotte

THE WORLD'S LARGEST 5K RUN/WALK SERIES



Presented by 

NATIONAL SERIES SPONSORS



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 Komen Charlotte Race for the Cure and Laugh for the Cure, we have invested over \$11 million in the fight against breast cancer. These events have drawn a combined 17,000+ 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 Affiliate to invest \$8 million in local breast health programs, and \$3 million in national research. With a new diagnosis every 69 seconds, the Charlotte Affiliate is working to end breast cancer forever. Won't you join us in our 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 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 www.komen.org or call 1-877-GO-KOMEN.

CAUSE MARKETING MATTERS

A 2008 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 fourth 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.

LOCAL AFFILIATE HONORED



The Charlotte Affiliate was named Outstanding Philanthropic Organization from the Charlotte Chapter of the Association of Fundraising Professionals.



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 2010 Race kept expenses to less than 15% 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

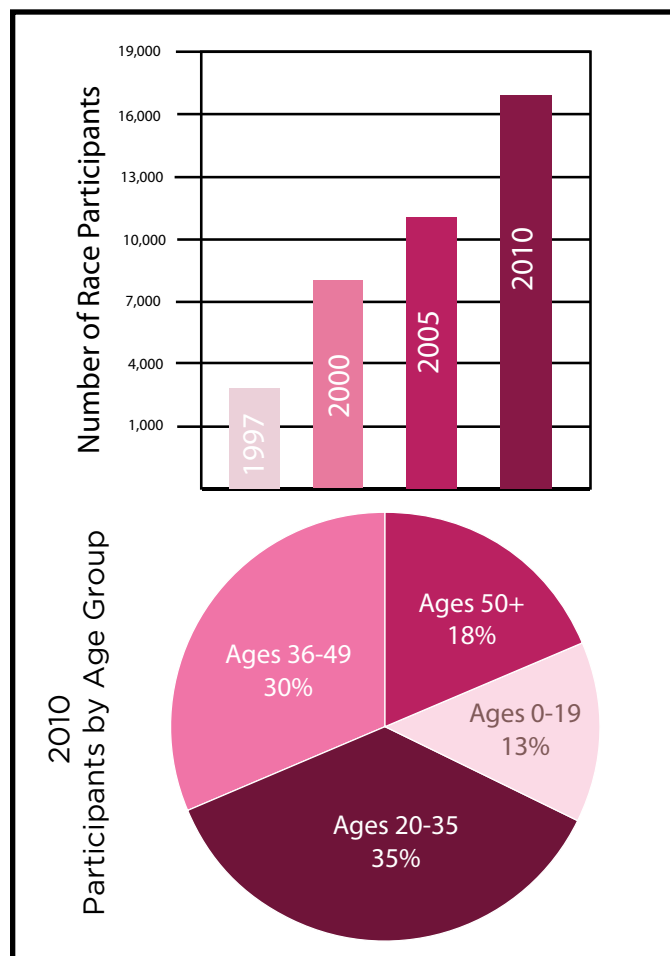
Non-essential in-kind donations of products or services are categorized at half of the retail value for sponsorship purposes. The Race Director must approve all in-kind donations. If you have an idea for an in-kind donation, please contact j.cacchione@komencharlotte.org.

SINCE 1996 THE CHARLOTTE RACE HAS:

- Grown from 2,300 to over 16,000 participants
- Provided for the distribution of over \$8 million in community grants throughout our nine county service area for screening, education and treatment programs
- Become the largest footrace in the Charlotte region

2010 CHARLOTTE RACE REACHED:

- 76% Female; 24% Male
- 1,500+ Kids for the Cure® (12 years and under)
- 980+ Breast Cancer Survivors
- 70% of participants were on teams (700+ teams)
- 81% 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 in March at the McGlohan 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 comedy event. Sponsorship opportunities range from \$500-10,000. www.laughforthecure.com

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

PINK SUNDAY, is a program held each April that reaches the African American community through churches. In 2010 the event reached 45 churches and distributed more than 9,000 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 Affiliate
- 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 +10,000 past participants)
- Company logo on +18,000 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

- Race Day presence to include naming rights for Survivor Celebration stage
- Opportunity to use Komen Race for the Cure logo” - with Affiliate approval
- Opportunity for Race Day sponsorship check presentation
- 10 x 10 tent in Race Day Expo area, with the opportunity to provide samples and/or promotional items
(All items distributed on Race day must be approved by Komen Charlotte)
- Industry exclusivity
- Industry exclusive branding opportunity to be determined
- Company logo displayed on +18,000 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

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 250 branded gifts for participants, 250 branded t-shirts (provided by Komen), branding in Kid's Fun Zone area, including banners (provided by Sponsor), branding on Kid's Race Bibs
- **TEAM'S VILLAGE SPONSOR** (1 package) - Company branding in Teams Village, recognition in Team Captain emails during Race season, branding on Team Toolkit (sent to 800+ 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 LOVES 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 annual 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)
- 2 Complimentary Race entries

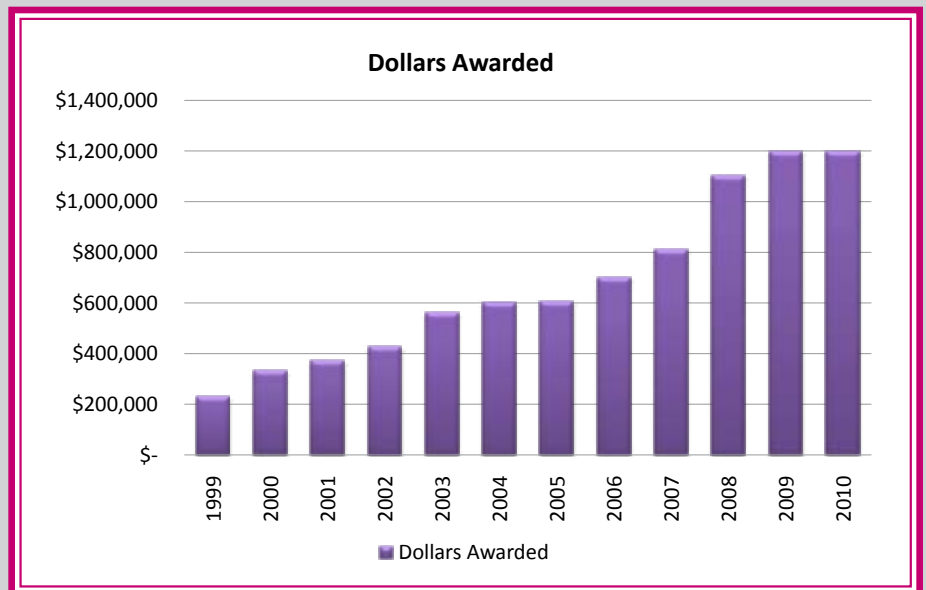
“TINKLED PINK” PORTA POTTY SPONSOR \$300

- 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 14 years the Komen Charlotte Affiliate has granted over \$8 million in community grants throughout our 9-county service area for screening, education and treatment programs.





THANK YOU TO OUR 2010 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

BB&T

Belk

BlueCross BlueShield of North Carolina

Burleson's Honey

Carocon Corporation

Carolina Panthers

Carolina Surgical Clinic

CMC: Blumenthal Cancer Center

Charlotte Knights

Charlotte Magazine

Charlotte OB/GYN

Charlotte Radiology Breast Center

Courtyard by Marriot Charlotte Center City

CREW Charlotte, Inc.

Dasani

DASH Courier Service

DeltaCom

Dick's Sporting Goods

Eastover OB/GYN

Eastover University OB/GYN

Food Lion

Frito Lay

Grant Thornton, LLP

Greater Carolinas Women's Center

La Noticia, Inc.

Levine Museum of the New South

Lite 102.9 FM

Mecklenburg Radiology Associates

MetroGraphics

Miller Street Dance Academy

Mindstorm Communications

Mint Museum

Mueller's Pasta

Newk's Express Café

Nordstrom

NorthCross OB/GYN

Northwestern Mutual Financial Network - Charlotte

Oncology Specialists of Charlotte

Panera Bread

Peppercorn PR

Piedmont GYN/OB

Presbyterian Cancer Center

Run for Your Life

Skinny Cow

Spectrum Properties

Southeast Radiation Oncology

Surgical Specialists of Charlotte

Szerey Photography

Trader Joe's

Trinity Consulting, Inc.

Wachovia: A Wells Fargo Company

WBTW

2010/2011 KOMEN CHARLOTTE GRANT RECIPIENTS

MECKLENBURG COUNTY

Boat People, SOS – Raises awareness and increases the screening rate among Vietnamese women of Greater Charlotte, North Carolina.

Carolinas Rehabilitation, Main - Provides treatment, compression bandages and garments for women with lymphedema.

Charlotte Community Health Clinic, Inc. – Provides screening mammography, clinical breast exams and education to women ages 19+.

C.W. Williams Community Health Center, Inc. – Provides education, breast screening exams, diagnostic exams, and biopsies to uninsured patients.

Girl Scouts Hornets' Nest Council – (Mecklenburg, Cabarrus, York and Union Counties) Provides breast cancer education to girls and their families in a non-threatening manner.

Hospice & Palliative Care Charlotte Region – Ensures access to end-of-life and palliative care services for indigent and underinsured patients in the nine-county region.

Mecklenburg County Health Department – Provides culturally sensitive breast health education, screening mammograms and diagnostic procedures to low-income minority women.

Presbyterian Buddy Kemp Cancer Support Center– Provides financial assistance to women who are unable to work, pay bills, or pay for medication.

Presbyterian Cancer Center, Rehab - Provides lymphedema treatment services/compression garments to survivors.

Presbyterian Cancer Center, Screening - Offers screening and diagnostic mammograms, as well as quarterly education outreach, to medically underserved women in the community.

Sisters' Network – Uses education outreach as a method to improve breast cancer survivorship among African American population.

CABARRUS COUNTY

Cabarrus Health Alliance – Provides outreach, education and screening services targeting low income women, particularly minorities.

Carolinas Medical Center, NorthEast – Provides screening mammograms and lymphedema support to un/underinsured residents of Cabarrus and neighboring counties.



GASTON COUNTY

Cancer Services of Gaston County – Provides education, awareness, and treatment assistance to un/underinsured patients in Gaston and Lincoln counties.

CaroMont Cancer Center at Gaston Memorial Hospital– Provides breast cancer screening and advanced diagnostic services for underserved women in the community.

YORK COUNTY

Catawba Service Unit: Indian Health Services - Provides screening mammograms for the uninsured and provides self-exam education for women of the Catawba Indian Nation.

IREDELL COUNTY

Chestnut Grove Community Center – Hosts annual NAACP Health Fair, where women can register for a mammogram.

ROWAN COUNTY

Kannapolis Church of God - Increases outreach by providing screening/diagnostic mammograms and ultrasounds to the underserved.

Rowan County Health Department – Provides screening mammograms for un/underinsured women.

LINCOLN COUNTY

Lincoln County Health Department – Provides screening and diagnostic mammograms to un/underinsured women with an emphasis on serving minority women.

STANLY COUNTY

Stanly Regional Medical Center – Provides education and screening to un/underinsured women in Stanly County.

UNION COUNTY

Union County Health Department – Provides education for minority women; funds additional services for clients not eligible for BCCCP; and quarterly mammogram screening and education.

**2011 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 _____ | | |

<p>Sponsorship deadline to be included on Race T-shirts</p> <p>Full payment due for Race levels \$2,500 and up by:</p> <p>Full payment due for Doctors for the Cure® by:</p> <p>Full payment due for Friends for the Cure® by:</p>	<p>June 1, 2011</p> <p>June 24, 2011</p> <p>August 31, 2011</p> <p>August 31, 2011</p>
<p>*Completed contract must be received in office by the deadline to be included on Race t-shirt</p>	

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® 505 East Blvd., Suite 101, Charlotte, NC 28203 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 _____, 2011 ("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 2011 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 1, 2011, the scheduled date for completion of the Race ("Term").

3. Race Date. Affiliate will use its best efforts to conduct the Race on October 1, 2011.

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 2011 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.



505 East Boulevard,
Suite 101, 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 2011 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