SPONSORSHIP OPPORTUNITIES
JOIN THE FIGHT AND MAKE AN IMPACT

You and companies like yours have made the Susan G. Komen North Central Alabama Race for the Cure® one of the largest and most influential not-for-profit fundraising events in the state. Over 12,000 participants, hundreds of corporations, and the determination of the North Central Alabama community have established this event as the best of its kind, raising millions of dollars in the quest to cure breast cancer by funding research and breast cancer screening programs. Race support comes in all shapes and sizes. We encourage you to join the North Central Alabama community in the fight to end breast cancer.

BENEFITS OF INVOLVEMENT

Based on your level of sponsorship, your company may:
- Receive high visibility before the event and on Race day
- Reach an audience of more than 12,000 people on one day
- Test-market, sample and showcase products
- Build employee morale and company pride
- Retain and increase customer loyalty
- Align yourself with one of the top fundraising events in Alabama

WHY YOU SHOULD BE A SPONSOR

As a sponsor of the Komen North Central Alabama Race for the Cure, your company will make a difference in the lives of women and men in Alabama and across the nation. Your company will also benefit from sponsorship because, according to the 2012 Cone Communication Breast Cancer Trend Tracker:
- 92% of Americans believe breast cancer is a critical cause for corporations to support.
- 86% of consumers report a positive impression of a company/brand that supports the breast cancer cause.
- 94% of consumers want to see corporate dollars go towards research, screenings and prevention, and support for women and families affected by breast cancer.
- 45% of consumers have purchased or plan to purchase a breast cancer-related product this October.

MAXIMUM RETURN

Our objective is to provide maximum return to support our mission of saving lives and ending breast cancer through education, screening and research. Because of our close attention to our budget and mission, we have kept our expenses to a minimum - with an overall FY2013 expense ratio of 20% (thus .80 cents of each dollar raised was invested in fulfilling our mission). Over the past 10 years the Affiliate has contributed over $5.5 million to local community programs and has funded over $2 million in Research!

FY 2013 Financial Information

*Revenue and expense information in this document is from the FY2013 North Central Alabama Final Year End Fund Balance, 2013.03.31.
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 and launched the global breast cancer movement. Susan G. Komen North Central Alabama is working to better the lives of those facing breast cancer in our local Alabama communities. We join more than 2.6 million breast cancer survivors and activists around the globe as part of the world’s largest and most progressive grassroots network fighting breast cancer. Through events like the Komen North Central Alabama Race for the Cure®, the Affiliate over the past 10 years has invested more than $5.5 million in community breast health programs in the 38 counties we serve in North Central Alabama.

Up to 75 percent of net proceeds generated by the Affiliate stays in Alabama to fund local breast cancer screenings, education, & treatments. Thousands of Alabama women and men who could not afford breast healthcare have received assistance as a result of funds raised through the Komen North Central Alabama Race for the Cure each year.

The remaining 25% of funds raised goes to the national Susan G. Komen Grants Program to fund research. Susan G. Komen has invested over $15 million into our own local Alabama institutions by funding promising breast cancer research in Alabama including a $6.4 million Komen Promise Grant Award to UAB in 2009 and nearly $1.5 million in research grants awarded in 2013 to UAB and the HudsonAlpha Institute for Biotechnology that will focus on breast cancer prevention, tumor biology, early detection and improved outcomes.

Your sponsorship will enable us to fulfill 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.

PARTICIPANT DEMOGRAPHICS

Participants range in age from teenagers to seniors, and include competitive runners, walkers, volunteers, and supporters.

2013 PARTICIPANT SNAPSHOT:
• 21% were Male; 79% were Female
• 78% were Female, 22% were Male
• 57% were a part of a team
• 69% registered online
• 912 Breast Cancer Survivors

List of Current Community Grant Recipients
(2013-2014 Community Grantees)

Our dynamic Community Grants program provides vital funding for screening, education, and survivorship programs throughout north central Alabama. Without support from Susan G. Komen, many of these programs would cease to exist.

Alabama Breast and Cervical Cancer Early Detection Program, Alabama Department of Public Health
$450,000
Provides free screening and diagnostic services to women who qualify for the Alabama Breast and Cervical Cancer Early Detection Program (ABCCEDP).

Deep South Network for Cancer Control Community Health Advisor Program, University of Alabama at Birmingham (UAB)
$34,015
Program to retain and enhance the work of community health advisors – trained lay-people in our communities, who work to disseminate breast health information and resources throughout Hale, Perry, Greene, Sumter and Jefferson Counties.

Patient Financial & Social Support – Hope Lodge, American Cancer Society
$38,000
Provides support for breast cancer patients and their families through housing, transportation assistance, and other support services during and after treatment.

Triple Negative Breast Cancer Support Group – UAB
$20,000
Provides funding for the implementation of the New Light Support Group for those dealing with triple negative breast cancer. This program provides a supportive setting for participants and their families to learn about the characteristics of the disease, treatment options and clinical trial opportunities.

Breast Cancer Research
$366,417
Provides funding for the Susan G. Komen Research Program which supports research projects and programs that will identify and deliver cures for breast cancer. This commitment has resulted in important progress that has contributed to major advances in breast cancer over the past 30 years.

Community Health Grants and Research funding total $908,432
IN-KIND SPONSORSHIP

Our goal is to underwrite race expenses through both cash and in-kind contributions. This ensures that more money can go into the fight against breast cancer.

In 2012, more than $400,000 worth of products and services were donated to the Race, helping offset costs. One of the largest expenditures would have been the cost of a venue/facility. The City of Birmingham graciously donated the use of their facility.

In-Kind Sponsorship Opportunities*

Pre-Race Day
- Billboards
- Printing, production and copying
- A variety of prizes for pledges, teams and auction items

Race Day
- Awards
- Decorations
- Sound Systems
- Signage
- Walkie Talkies
- Survivor Gifts

* Nonessential in-kind donations of products or services are categorized at half of the retail value for sponsorship purposes. The Race Committee must approve all in-kind donations.

Other in-kind opportunities may be possible - contact Mandy Heard, development coordinator, at 205.263.1704 or Ellen Zahariadis, executive director, at 205.263.1700 to discuss.

TARGETED RACE SPONSORSHIPS

Teams Sponsor ($12,500) - Limited to 1 company

The rallying of teams to register, recruiting team members and encouraging team members to fundraise. In 2013, there were 507 registered teams and over 57% of participants were members on a team.

- Company will receive benefits of a Silver Level sponsorship
- Logo branded in all team captain e-mails (at least 5 sent)
- Logo branded on all team captain kit materials
- Logo branded on Race Teams page of Affiliate website
- Opportunity for company representative to speak at the Teams Captain Trainings (at least 6 Trainings scheduled throughout the year).
- Opportunity to have a pre-approved item in team captain kit
- Opportunity for company representative to present team awards at the Awards Ceremony

Water Station Sponsor/ Mile Sponsor ($7,500) - Limited to 3 companies

- Company logo on Race map, website Race map, and Race course mile marker.
- Logo on over 12,000 Race t-shirts (print deadline August 8, 2014)
- Logo on Race website year-round.
- Banner at mile marker.
- Opportunities – providing sideline entertainment at designated mile markers, company employees as mile cheering squad.
- Opportunity for Sponsor to decorate/ brand water stations and mile markers

ADVERTISING / PROMOTIONAL OPPORTUNITIES

If you are looking for ways to maximize your exposure with the Race, there are plenty of opportunities. Many advertising vehicles are available, from underwriting the cost and production of billboards to buying ads in newspaper, magazine, radio or television outlets to reinforce your sponsorship. In addition, please consider:

- Purchasing additional advertising to highlight your sponsorship
- Donating advertising space you would normally use in September and October to the Race
- Tagging your advertisements during September with the name, date, website and phone number of the Race
- Instituting in-store/cash register donation promotions

These ideas, and others like them, can maximize your exposure and help the Komen North Central Alabama Race for the Cure increase its reach in the community.

RACE PROMOTION

The Komen North Central Alabama Race for the Cure receives maximum media coverage through premiere media sponsorships. Stories and public service announcements begin in late spring, heat up in the summer and culminate in October. Join us in spreading the word through sponsorship! The 2013 media coverage included the presenting media sponsors:

Fox 6 - Over 2 months of PSA runs, Three hours of live Race Day broadcast and live internet streaming, Pre-Race day morning coverage, Over 7 different interview stories aired multiple times in the three weeks leading up to the Race, website banners and social media mentions

Clear Channel Radio
- Magic 96.5 - 100 live or prerecorded mentions or PSA’s , information Race page on website, 2 email blasts to over 36,000 listeners, web banners and social media mentions
- 102.5 The Bull - 70 live or prerecorded mentions or PSA’s , 1 e blast to over 60,000 listeners, web banners and social media mentions
- 103.7 The Q - 70 live or prerecorded mentions or PSA’s , 1 e blast to over 31,000 listeners, web banners and social media mentions
## CORPORATE SPONSORSHIP PACKAGES

<table>
<thead>
<tr>
<th>RACE DAY BENEFITS</th>
<th>presenting $100,000</th>
<th>platinum $20,000</th>
<th>gold $10,000</th>
<th>silver $5,000</th>
<th>bronze $2,500</th>
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</thead>
<tbody>
<tr>
<td>Logo on Start Stage Banner</td>
<td>✓</td>
<td>✓</td>
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</tr>
<tr>
<td>Company Official Speaks at Race Day Ceremonies/On Stage</td>
<td>✓</td>
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</tr>
<tr>
<td>Premier Booth Placement</td>
<td>✓</td>
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<td></td>
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<tr>
<td>Participation at Race Expo Event (tent/table)**</td>
<td>20 x 20</td>
<td>10 x 10</td>
<td>10 x 10</td>
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<tr>
<td>Product Sampling at Expo Booth***</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Company-Provided Banners Displayed</td>
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<td>4</td>
<td>3</td>
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<tr>
<td>Corporate Logo/Name on Stage Signage at Race</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>NAME</td>
<td>NAME</td>
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<tr>
<td>Recognition as Sponsor on PA Announcements throughout Race</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Complimentary Race Entries (quantity)</td>
<td>10</td>
<td>8</td>
<td>6</td>
<td>4</td>
<td>2</td>
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<td>VISIBILITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Profile on Race Website</td>
<td>✓</td>
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<tr>
<td>Right to Use the Komen Race Logo with Affiliate Approval</td>
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<tr>
<td>Spotlight Article with logo recognition in at Least One Issue of Affiliate Monthly Newsletter</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Corporate Spotlight Story on Website</td>
<td>✓</td>
<td>✓</td>
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<td></td>
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<tr>
<td>Mentions on Social Media Outlets (Facebook/Twitter)</td>
<td>✓</td>
<td>✓</td>
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<td></td>
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<tr>
<td>Logo on Over 12,000 Race Bibs (print deadline August 1, 2014)</td>
<td>✓</td>
<td>✓</td>
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<td></td>
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<tr>
<td>Logo/Name on over 5,000 printed Race brochures/entry forms</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>NAME</td>
<td>NAME</td>
</tr>
<tr>
<td>Link to Company Website from Race Website</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<td></td>
</tr>
<tr>
<td>Recognition in Local Press Release</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
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<tr>
<td>Company logo/Name Listed on Race Website</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>NAME</td>
<td>NAME</td>
</tr>
<tr>
<td>Logo/Name on Over 12,000 Race t-shirts (print deadline August 8, 2014)</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>NAME</td>
</tr>
<tr>
<td>Logo/Name on Over 5,000 Race posters (print deadline June 6, 2014)</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>NAME</td>
</tr>
<tr>
<td>Opportunity to Distribute Promotional Items in 12,000 Race Packets (provided by company)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Recognition in Thank You Ad in Local Print Publication</td>
<td>LOGO</td>
<td>LOGO</td>
<td>LOGO</td>
<td>NAME</td>
<td>NAME</td>
</tr>
</tbody>
</table>

** All nonessential in-kind donations of products or services are categorized at half of the retail value for sponsorship purposes.

*** All Race Day booth items must be approved by Sponsorship Committee prior to Race Day.
SPONSORSHIP AGREEMENT FOR THE KOMEN RACE FOR THE CURE®

CONFIDENTIAL

KOMEN AFFILIATE: North Central Alabama
Tax ID/EIN: 75-2844656

KOMEN AFFILIATE ADDRESS (STREET, CITY, STATE, ZIP): 1909 27th Avenue S, Homewood, AL 35209

CONTACT: Mandy Heard
TELEPHONE: 205-283-1704
FACSIMILE: 205-414-6309

EMAIL ADDRESS: mheard@komenncalabama.org
WEBSITE: www.komenncalabama.org

SPONSOR: NAME/TITLE:
SPONSOR TAX ID/EIN:
SPONSOR ADDRESS (STREET, CITY, STATE, ZIP):
CONTACT:
TELEPHONE:
EMAIL ADDRESS:
WEBSITE:
SPONSOR NAME TO APPEAR IN ACKNOWLEDGEMENTS (if different than above):
SPONSORSHIP LEVEL:
RACE(S):
RACE LOCATION(S):
RACE DATE(S):
SPONSORSHIP CONTRIBUTION PAYMENT SCHEDULE:

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):

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item Description</th>
<th>Fair Market Value Per Item</th>
<th>Total Fair Market Value of the Donation (Col. 1 x Col. 3)</th>
<th>Item Necessary for Race(s)? (Y/N)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

TOTAL FAIR MARKET VALUE OF SPONSORSHIP CONTRIBUTION**:
** 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 Affiliate
[ ] ACH transfer (instructions available on request)

Credit card payment:
(a) Credit card type: [ ] Visa [ ] MasterCard [ ] American Express
(b) Name of cardholder: ___________________________
(c) Credit card number: ___________________________
(d) Verification code (3 or 4 digits): ____________
(e) Expiration date: ___________________________

SPONSORSHIP CONTRIBUTION PAYMENT SCHEDULE:

Full amount of Sponsorship Contribution due and payable to Komen Affiliate upon execution of this Agreement.

Payment of ______ of the Sponsorship Contribution due and payable to Komen Affiliate upon execution of this Agreement, with the remainder of the Sponsorship Contribution due and payable to Komen Affiliate on or before ________________.

Payment of the full amount of the Sponsorship Contribution due and payable to Komen Affiliate on or before ________________.

Other (explain schedule or attach timeline):

** Komen Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations.

SPONSORSHIP LEVEL: See Schedule A to this Agreement (attached) SPONSORSHIP BENEFITS: See Schedule B to this Agreement (attached)

KOMEN AFFILIATE PERMISSION FOR SPONSOR TO USE THE FOLLOWING MARKS (Affiliate to complete this area):

[ ] Komen Affiliate name
[ ] Komen Affiliate Race for the Cure® name(s)
[ ] Susan G. Komen Race for the Cure® logo (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): North Central Alabama

[ ] 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 North Central Alabama Race for the Cure” (or “Level Sponsor of the Susan G. Komen North Central Alabama 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 MARKS: (to be completed by Sponsor)

** Prior to the date of 6-1-2014, Sponsor must provide to Komen Affiliate a high-resolution, digital image of the Sponsor’s marks set forth above (collectively, “Sponsor 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 2 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 _______, 2014 (the “Effective Date”).

KOMEN AFFILIATE
BY: ________________________
NAME/TITLE: ELLEN ZAHARIADIS, EXECUTIVE DIRECTOR

SPONSOR
BY: ________________________
NAME/TITLE: ________________________
1. Susan g. komen for the cure. komen affiliate is a non-profit organization exempt from federal income tax pursuant to internal revenue code 501(c)(3). komen affiliate is affili- ated by agreement with the Susan g. komen Breast cancer foundation, inc. dba Susan g. komen breast cancer foundation. komen affiliate agrees 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 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 prior to accepting such donations as credit toward the Sponsorship contribution. komen affiliate may require Sponsor to provide a total value of any goods and services provided by Sponsor as part of its sponsorship of the race(s) 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 or ach transfer, as set forth in this agreement; or (ii) transferred 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 Spon- sor ref. no. of the agreement. Sponsor hereby consents and agrees to deliver to komen affiliate in accordance with the delivery instructions provided by komen affiliate to Sponsor. 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. 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 activities. komen affiliate shall have the exclusive right to use the komen marks at any time from any materials developed in connection with the race(s). komen affiliate acknowledges and agrees that any materials, advertisements, promotional items, bro- chures, 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 affiliate’s standard terms of use, as may be amended from time to time. komen affiliate shall have a right, title and interest in and to the komen marks shall inure to the sole benefit of komen affiliate.

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 that it has the right to use such marks 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 cause of the letters. komen affiliate reserves the exclusive right, subject to Sponsor’s right under this agreement, all individual trademark and copyright rights in the spelling and appearance of 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). komen affiliate shall have a right, title and interest in and to the komen marks and the赛猫 marks that are not resolved under Section 12 of this agreement, each party consents and agrees to the jurisdiction of any court of law without the requirement to first mediate the dispute.

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 to it during the term of this agreement and all non-disclosure agreements, “confidential information” 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 other than performing its obligations hereunder, without prior written 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 “indemnitor”) agrees to indemnify and hold harmless the other party (the “indemnitee,” 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 service or product sold or obligations hereunder provided by the indemnitee in connection with the race(s). in no event shall either party be liable to the other party for any incidental, punitive, special or consequential damages (including, without limitation, damages for loss of profits or expected savings or other economic losses) arising out of or in connection with this agreement or its subject matter, regardless of whether such party knew or should have known 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 and advertising injury arising out of Sponsor’s ac- tivities in connection with the race(s).

(b) in the event (i) Sponsor’s contribution includes an in-kind donation; and/or (ii) Spon- sor (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 in- surance coverage required in Subsection (a) above: (iii) workers’ compensation insurance in the amount required by the law of the state(s) in which the worker’s are located and employers liability insurance with limits of not less $1,000,000.00; (b) busi- ness automobile liability insurance with a minimum combined single limit of $1,000,000.00 covering all owned, hired, rented, subleased or non-owned vehicles and equipment; (c) general liability insurance with a limit of not less than $5,000,000.00; (d) required in Subsections (a) [general liability insurance] and (b) [business automobile liability insurance] above, with a limit of not less than $5,000,000.00. Sponsor’s workers’ compensation insurance shall include a waiver of subrogation in favor of komen affiliate with respect to any losses arising from work performed by or on behalf of Spon- sor. in the event a Sponsor is subject to the insurance requirements of this Subsection (b), komen affiliate shall provide written confirmation of the compliance with the above mentioned insurance requirements by kommer affiliate. komen affiliate also agrees that its policies shall contain and comply with the terms and conditions of kommer affiliate’s own commercial general liability insurance policy and any other policies required under this Subsection (b), solely with respect to the race(s). komen affiliate 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. furthermore, in the event a Sponsor is subject to the insurance requirements of this Subsection (b), komen or komen affiliate shall name komen or komen affiliate as an additional insured on its commercial general liability insurance policy solely with respect to the race(s) and the value of the coverage to be equal to the maximum amount of 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- or better; the minimum amounts of insurance coverage required in this section shall not be construed to create a limit of komen affiliate’s liability with respect to its indemnification obligations under this agreement.

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 that of independent contractors. each party shall, at all times, act as an independent contractor, and all individual agreements, services, and transactions with Sponsor who perform services at the race(s) shall perform such services at the direc- tion of, under the supervision and control of, and for the benefit of komen affiliate. such individu- als shall not perform such services on behalf of komen affiliate and shall not be agents or representatives of komen affiliate. komen affiliate shall not be bound by any acts or representations of 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. any attempt to assign this agreement in contravention of this Section 11 shall be void and of no 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 commenced 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. not- withstanding the above, in the event that either party believes that immediate injunctive relief is required to protect its rights and interests, it may seek such remedies in 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. in the event of any litigation or dispute arising out of 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 the purpose of 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 hereunder shall be in writing and shall be effective (i) when person- ally delivered or when transmitted via facsimile with receipt confirmed; (ii) the next busi- ness 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. this agreement shall constitute the entire agreement of Sponsor and komen affiliate and 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 agree- ment. 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 competent authority or by reason of any other invalidity or unenforceability of this agreement, the invalid or unenforceable 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 this agreement shall not be otherwise affected.

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 reli- able means (e.g., photocopy, facsimile) is considered an original.
THANK YOU TO OUR 2013 LOCAL SPONSORS

PLATINUM
- Birmingham Magazine
- Birmingham Area Ford Dealers
- NEWK’S Express Café
- Belk
- Vic Smith CPA

GOLD
- Academy Sports & Outdoors
- Colonial Brookwood Village
- Coca-Cola
- Long Lewis Ford Lincoln
- Holiday Inn
- The Maids
- Cancer Treatment Centers of America
- Starbucks
- Cory, Watson, Crowder & DeGaris

SILVER
- Touching You
- Norton’s Florist
- Brookwood Medical Center
- UAB Comprehensive Cancer Center
- Apartment Finder

BRONZE
- Breast Care Center of Birmingham
- Blue Cross and Blue Shield of Alabama
- Surgical Care Affiliates
- Wells Fargo
- Republic Services
- Cask and Drum
- AstraZeneca
- Mr. Bugg’s Pest Patrol

Dates & Deadlines
Whichever Komen North Central Alabama Race for the Cure sponsorship level you embrace, keep in mind that the sooner you commit, the more benefits you gain. While we give your organization as much exposure as possible, some benefits listed may not be available after certain dates due to production deadlines.

- June 6, 2014: Race Posters
- July 11, 2014: Race brochure/entry forms
- August 1, 2014: Race Runner Bib Numbers
- August 8, 2014: Race Route Mile Markers
- August 8, 2014: Pre-Race Ads
- September 29, 2014: Race T-shirts
- October 11, 2014: Promotional Items for Race packets due to Affiliate
- October 11, 2014: Race for the Cure

For more information about the 2014 Komen North Central Alabama Race for the Cure®, visit our website: komenNCalabama.org at the Race for the Cure® section. For sponsorship, please call 205.263.1704

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.