



GRACE NOTES
An Extraordinary Evening

Saturday, March 13, 2010
The Fairmont Olympic Hotel Seattle, WA

SPONSOR CONTRACT

Name of Sponsor Company, Institution or Individual:
Address:
City: State: Zip:
Phone Number: Fax Number:
Email:

Please check the appropriate level of contribution to the Komen Puget Sound Affiliate Grace Notes Gala

- \$25,000 Presenting Sponsor
\$20,000 Diamond Sponsor
\$15,000 Gold Sponsor
\$10,000 Silver Sponsor
\$6,000 Bronze Sponsor

VALUE OF CONTRIBUTION:

- 1. Cash \$
2. Gifts in-kind (Fair Market Estimated Value) \$
3. Media, at fair market value \$
Total Contribution \$

Please attach a copy of appraisal if item value exceeds \$1,000

Please attach a description of item or service for tax and/or publicity purposes (Attach a photo, if applicable. Include size, color, model, dimensions, etc.)

TERMS AND CONDITION: This Contract is subject to the terms and conditions stated on the second page of this document. Contributor has read, understands and agrees to be bound by these terms as a condition of contribution.

DONOR: (Print name or Company exactly as it should appear in publications)

Please make checks payable to the Susan G. Komen Breast Cancer Foundation

- Payment Enclosed Partial Payment Enclosed

Full Payment Due By: February 1, 2010

Susan G. Komen for the Cure is a non-profit organization with section 501(c)(3) status for tax purposes, and is governed by a Board of Directors. Puget Sound Affiliate Tax ID #91-1624040

GRACE NOTES 2010 SPONSORSHIP AGREEMENT

This agreement ("Agreement") is entered into this _____ day of _____, _____ ("Effective Date") between the Puget Sound Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. d/b/a 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 2010 Komen Grace Notes ("Event").

- 1. **General.** *The Event 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") ("Foundation") to promote and fulfill its mission to eradicate breast cancer as a life-threatening disease. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section §501(c)(3), federal tax identification number 91-1624040.*
- 2. **Term.** This Agreement will begin on the Effective Date set forth above and end on May 1, 2008 the scheduled date for completion of the Event ("Term").
- 3. **Event Date.** Affiliate will use its best efforts to conduct the **Event on March 13, 2010.**
- 4. **Komen Licensed Marks.** Affiliate is a licensee of the Organization and hereby grants Sponsor a limited, non-exclusive sub-license to use the Puget Sound Affiliate of the Susan G. Komen for the Cure name, and accompanying logo service marks ("Affiliate Licensed Marks") solely to promote the Event 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 Puget Sound area and should refer to Sponsor's relationship to the Event in the following form: "Local Sponsor of Grace Notes." 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 Event sponsor.
- 5. **Sponsor Licensed Marks.** Sponsor grants Affiliate a limited, non-exclusive license to use Sponsor's name, logo, service marks and trademarks ("Sponsor Licensed Marks") solely for including Sponsor in listings and descriptions of Event sponsors during the Term of this Agreement. Affiliate shall not sublicense or transfer the use of the Sponsor Licensed Marks to any person or entity without the prior written consent of Sponsor.
- 6. **Sponsorship Benefits/Payment.** Sponsor shall receive the sponsorship benefits set forth on Attachment "A" to this Agreement. Sponsor shall pay its sponsorship fee as follows:
 - 1) the cash amount of \$ _____;
 - 2) an in-kind donation of _____ valued at \$ _____ **or**
 - 3) a cash amount of \$ _____ plus an in-kind donation of _____ valued at \$ _____.

Sponsor shall pay its entire sponsorship fee on or before February 1, 2009, and failure to do so shall result in a forfeiture of Sponsor's sponsorship rights. Affiliate may require Sponsor to provide additional documentation to support the value of in-kind donations prior to accepting such donations as credit toward Sponsor's sponsorship fee.
- 7. **Event Cancellation.** Neither Organization nor Affiliate shall be responsible for damages that result from delays or postponements of the Event due to circumstances beyond their reasonable control. In the event that the Event 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. **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.
- 9. **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 Event. All individuals provided by or associated with Sponsor who perform services at the 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.
- 10. **Governing Law.** This Agreement shall be governed by the laws of the State of Washington.

**AGREED AND ACCEPTED:
SPONSOR**

**THE PUGET SOUND AFFILIATE OF
Susan G. Komen for the Cure**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____