

2ND ANNUAL

2011 KOMEN CENTRAL WISCONSIN RACE FOR THE CURE® SPONSORSHIP OPPORTUNITIES

SUNDAY, AUGUST 21, 2011 • DOWNTOWN WAUSAU, WISCONSIN



Presented by 

NATIONAL SERIES SPONSORS



OUR PROMISE

To save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find a cure.

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.



Photos: Peter Vance/The Studio

OUR LOCAL AFFILIATE

The Komen Central Wisconsin Affiliate serves the counties of Langlade, Lincoln, Marathon, Portage, Taylor, Wood and the western half of Shawano. Of the money we raise locally, 75% is used by the Affiliate to support men and women in these counties through education, screening, treatment, and support services. The remaining 25% of raised funds is contributed to Susan G. Komen supported national research grants (not administration or expenses) to help find the cures.

After a deliberate and careful annual review process, we award grants to non-profit and governmental agency programs that deliver services we have identified as critical. We do not give dollars to individuals. Every two years we conduct an extensive community profile for our seven counties that includes qualitative and quantitative data on service gaps in our region. This report serves as the basis for establishing granting priorities. Our goal is to fill gaps in service through collaboration rather than duplicate programs.

Currently, our identified needs are to provide education to more rural and minority women, bring screening services to rural locations, and provide better access to diagnosis, treatment and support services.

We have funded more than \$300,000 in local programs over the course of our four-year history. This is a special point of pride because our Affiliate operates as 100% volunteer effort, relying on the dedication and hard work of our Board, volunteers and community partners.



EDUCATION

- Increase breast health education to consumers not currently interfacing with a healthcare provider
- Improve effective communication with Hmong and Hispanic women
- Provide more education to resource outlets within the area regarding available services and how to access them

SCREENING

- Meet the needs of women unable to access screening due to transportation difficulties
- Bring screening services to rural locations

DIAGNOSIS AND TREATMENT

- Develop breast health navigators to assist newly diagnosed women (especially in rural areas)
- Provide transportation services for treatment when needed (especially in rural areas)

SUPPORT SERVICES

- Provide better access to support services in rural areas
- Assure support services are available to minority populations

In our four years of existence, we are proud to have made a difference with more than \$300,000 in local grants.



JOIN THE FIGHT- HELP FIND A CURE

It may be your sponsorship or donation that pushes us past a major turning point in discovering and delivering the cure. On behalf of women who will be diagnosed this year, we urge you to do as much as you can. Rest assured, we will put your contribution to good use.

Times are tough. That makes finding a cure ever the more difficult. Please accept our challenge to save lives and end breast cancer by becoming a sponsor of the first 2011 Susan G. Komen Central Wisconsin Race for the Cure®. The race is this region's only event of its kind.

BENEFITS OF INVOLVEMENT

- Demonstrate your commitment to the #1 health concern of women
- Build employee morale and company pride
- Generate community goodwill
- Build awareness and equity for your brand or identity
- Honor employees and loved ones who have had breast cancer
- Extend marketing dollars through numerous public relations opportunities
- Receive high visibility before and during the race day event
- Reach a diverse audience at one event
- Showcase your products
- Associate with the world's largest and most progressive grassroots network fighting to end breast cancer forever

CAUSE MARKETING MATTERS

Top rankings from the nation's leading charity evaluator and a separate national study in April of 2011 reaffirmed the stewardship and trustworthiness of Susan G. Komen for the Cure®, the world's largest breast cancer organization.

Charity Navigator, America's premier charity evaluator, reported Monday that Komen for the Cure had earned a prestigious four-star rating for the fifth consecutive year, a feat accomplished by only 5 percent of the nation's nonprofit organizations. This distinction follows the 2011 Harris Interactive EquiTrend® study released in March 2011 that ranked Komen among the top two nonprofit brands in equity and as a charity people are most likely to donate to. Komen also ranked in the top 10 of the nation's most trusted nonprofits. This marks the second consecutive year that Komen received top rankings in these categories.

We believe that year-over-year Top 10 rankings reinforce the strength of the Susan G. Komen for the Cure organization and the overwhelmingly positive perception of the outstanding work that local affiliates do every day to serve women and men in our communities and to support our global research programs.

A poll, as you know, is just one way to look at the value of our work. We also believe in results, and our results tell a powerful story. Despite a tough economy, our Komen Race for the Cure series continues to perform nationally and locally, including a very successful inaugural Central Wisconsin Race in 2010.



Photo: Peter Vance/The Studio

CORPORATE SPONSORSHIPS

BROAD REACH

Corporate Sponsorships promote positive teamwork and public exposure in the markets served by the Central Wisconsin Affiliate. Teams are comprised of 10 or more individuals who may be co-workers, family, or friends. A variety of sponsorship opportunities are available. Tailor-make your organization's experience to fit your own unique style and needs! Corporate sponsorship packages are on page 6.

TARGET SPONSORSHIP OPPORTUNITIES

SELECT AUDIENCES

Targeted sponsorship packages allow you to market your message to a more specific audience - volunteers, teams, fund raisers, and exercise enthusiasts - within the Race. In addition, pre-Race, post-Race, and website promotion offer an additional level of positive, broad reach marketing. Target sponsorship opportunities are on page 7.

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. Examples of in-kind sponsorship opportunities for the Komen Central Wisconsin Race for Cure® are:

PRE-RACE DAY

Storage
Signage
Billboards
Space Advertising
Printing/Copies
Paper
Office Supplies

RACE DAY

Tents
Security
Portable Toilets
Survivor Gifts
Sound Systems
Awards
Racer Snacks
Food & Beverage for Survivor Tent
VIP Breakfast
Decorations
Walkie Talkies
Digital Photography
Entertainment

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.



Photo: Peter Vance/The Studio

OTHER WAYS TO CONTRIBUTE

- Promote the Race as a company-wide event.
- Set goals for increasing team participation as well as donations collected
- Match funds for donations raised by employees
- Provide prizes for the most donations raised by an employee
- Donate a gift for the Survivor Event door prizes
- Support a Race participant by making a donation
- Volunteer
- Distribute breast cancer awareness materials at your company
- Remember the Komen Central Wisconsin Affiliate in your estate planning

CORPORATE SPONSORSHIP PACKAGES

	Local Presenting Sponsor* \$35,000 cash	Cure Sponsor \$15,000 cash	Vision Sponsor \$10,000 cash	Hope Sponsor \$8000	Passion Sponsor \$4000	Pink Sponsor \$2000	Promise Sponsor \$1000
COMPANY VISIBILITY							
Registration Forms deadline May 24	LOGO						
Race Announcement Lobby Posters	3 w/LOGO	1 w/LOGO					
Logo on National Sponsors Billboards			LOGO				
Local Press Release Recognition	●	●	●				
Right to Use Race Logo with Affiliate Approval	●	●					
Race Website Link to Company Web Page	LOGO Premier Placement	LOGO	LOGO	LOGO			
4,000 Race T-shirts deadline May 24	LOGO Premier Placement	LOGO	LOGO	LOGO	LOGO	NAME	NAME
Race Brochures deadline May 24	3 LOGO Placements	LOGO	LOGO	NAME	NAME	NAME	
Race Posters deadline May 24	LOGO	LOGO	LOGO	NAME	NAME	NAME	
Post Race Thank You Advertising	NAME	NAME	NAME	NAME	NAME	NAME	NAME
RACE DAY RECOGNITION							
4,000 Race Bibs	LOGO						
Company Official Speaks at Main Stage Ceremonies	●						
Logo/Name on Main Stage Race Banner	LOGO	LOGO	NAME				
Logo at Start/Finish Line	●						
Product Distribution/ Sampling on Race Grounds (Race committee approval)	●	●	●	●	●		
Booth/Table on Race Grounds	Premier Placement Tent	Tent	Group Tent	Group Tent	Group Tent	Group Tent	
Banner at Sponsor Booth/Table (sponsor provided)	●	●	●	●	●	●	
Banners at Race Grounds (sponsor provided)	3	2	2	1	1	1	1
COMPANY PARTICIPATION							
Complimentary Race Entries	12	10	10	8	4	2	2
Invitations to Pre-Race VIP Event	12	8	6	6	4	4	2

*Limited to one company

Cash levels represent cash minimum equal to sponsorship level.

The value of all provided race entries will be deducted from the total amount that is acknowledged.

Non-cash levels may include a combination of cash and in-kind donations equal to the sponsorship level.

TARGET SPONSORSHIP OPPORTUNITIES PACKAGES

SLEEP IN FOR THE CURE® • \$5000 - Limited to 1 Company

Target Market: Participants not able to be present on Race Day

PRE-PROMOTIONAL ITEM	Logo on Sleep In for the Cure T-shirts
PRE-RACE AND POST-RACE PROMOTIONS	Logo on Sleep in for the Cure posters and promotional materials, Race entry forms, and door hangers in Sleep In participant packets.
WEBSITE	Logo on Sleep in for the Cure web page with link to your company's web site.

KIDS FOR THE CURE® • \$5000 - Limited to 1 Company

Target Market: Children and Families

PRE-PROMOTIONAL ITEM	Logo on Kids for the Cure T-shirts
PRE-RACE, RACE DAY, AND POST-RACE PROMOTIONS	Logo on Kids for the Cure posters and promotional materials and Race entry forms. Opportunity for product sampling/distribution on Race Day (with Race Committee approval). Tent and banner for Race Day activities.
WEBSITE	Logo on Kids for the Cure web page with link to your company's web site.

DOCTORS FOR THE CURE® • \$5000 - Limited to 1 Company

Target Market: Breast Cancer Medical Professionals

PRE-PROMOTIONAL ITEM	Logo on Doctors for the Cure T-shirts
PRE-RACE, RACE DAY, AND POST-RACE PROMOTIONS	Logo on Doctors for the Cure posters and promotional materials and Race entry forms. Tent and banner for Race Day activities.
WEBSITE	Logo on Doctors for the Cure web page with link to your company's web site.

Survivorship Sponsor • \$5000 - Limited to 2 Companies

Target Market: Breast Cancer Survivors and Co-Survivors

PRE-PROMOTIONAL ITEM	Logo on Race T-shirts
PRE-RACE, RACE DAY, AND POST-RACE PROMOTIONS	Logo on Race posters, promotional materials, and Race entry forms. Opportunity to host Survivor breakfast on Race Day. Tent and name on banner for Race Day activities. May provide additional survivor gift on race day with Affiliate approval.
WEBSITE	Logo on Race web pages associated with survivorship with link to your company's web site.

SPONSORSHIP AGREEMENT FOR THE KOMEN RACE FOR THE CURE®
CONFIDENTIAL

SPONSOR REF. NO.:

KOMEN AFFILIATE: **Central Wisconsin Affiliate**
KOMEN AFFILIATE ADDRESS (STREET, CITY, STATE, ZIP): **PO Box 187, Wausau, WI 54402-0187**
CONTACT: **CW Affiliate** TELEPHONE: **715-847-4821** FACSIMILE:
EMAIL ADDRESS: **gretchen.thuot@integrityfirstbank.com** WEBSITE: **www.komencentralwisconsin.org**

SPONSOR: 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):
RACE(S): RACE DATE(S):
RACE LOCATION(S):

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)*:

Quantity	Item Description	Fair Market Value Per Item	Total Fair Market Value of the Donation (Col. 1 x Col. 3)	Item Necessary for Race(s)? (Y/N)

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

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 Discover (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): _____

* Sponsor's failure to make the contributions on the due dates indicated above shall result in a forfeiture of those Sponsorship Benefits set forth on Schedule B to this Agreement.

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 (check all that apply):

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): _____
• 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 _____ Race for the Cure"
(or "_____-Level Sponsor of the Susan G. Komen _____ 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 SPONSOR MARKS:

• Prior to the date of _____, 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 _____, _____ (the "Effective Date").

KOMEN AFFILIATE
BY: _____
NAME/TITLE: _____

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 affiliated by agreement with The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure ("Komen"). Sponsor and Komen Affiliate agree 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. The total value of any goods and services provided by Sponsor as part of its sponsorship of the Race(s) shall be 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 at the address set forth on Page 1 of this Agreement; or (ii) transmitted 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 Sponsor Ref. No. set forth on Page 1 of this Agreement. All in-kind Sponsorship Contributions shall be delivered 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, as agreed upon in advance by Komen Affiliate and 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 case of the letters. Sponsor is prohibited from transferring, sublicensing or assigning its rights to use 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). Sponsor acknowledges and agrees that any materials, advertisements, promotional items, brochures, 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's standard terms of use, as may be amended from time to time. Komen Affiliate and Sponsor agree that all right, title and interest in and to the Komen Marks shall inure to the sole benefit of Komen.

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 Komen Affiliate's use of such marks in accordance with the terms of this Agreement shall not infringe on the rights of any third party. Komen Affiliate shall not sublicense or transfer the use of the Sponsor Marks to any person or entity without the prior written consent of Sponsor. It is Sponsor's responsibility to inform Komen Affiliate of any changes in the Sponsor Marks that occur following execution of this Agreement. Upon notice of such changes, Komen Affiliate shall make good faith efforts to make the necessary changes to new Race materials it creates, but shall not be required to make any changes to any Race materials that have already been created or are in the process of being created at the time such notice is given. Komen Affiliate and Komen agree that all right, title and interest in and to the Sponsor Marks shall inure to the sole benefit of Sponsor.

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 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.

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 Indemnitor in connection with the Race(s). In no event shall either party be liable to the other party for any indirect, 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 knows or should know 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, death and advertising injury arising out of Sponsor's activities in connection with the Race(s).

(B) In the event (i) Sponsor's contribution includes an in-kind donation; and/or (ii) Sponsor (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 insurance coverage required in Subsection (A) above: (a) workers' compensation insurance in the amount required by the law of the state(s) in which the party's workers are

located and employers liability insurance with limits of not less than \$1,000,000.00; (b) business automobile liability insurance with a minimum combined single limit of \$1,000,000.00 covering all owned, hired, rented, subcontracted and non-owned vehicles and equipment used by Sponsor; and (c) excess/umbrella insurance, excess to the insurance coverage required in Subsections (A) [general liability insurance] and (B)(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 and Komen Affiliate with respect to any losses arising from work performed by or on behalf of Sponsor. In the event a Sponsor is subject to the insurance requirements of this Subsection (B), Sponsor agrees to name Komen and Komen Affiliate as additional insureds on its commercial general liability insurance policy and any other policies required under this Subsection (B), solely with respect to the Race(s). Sponsor 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 Sponsor as an additional insured on its commercial general liability insurance policy solely with respect to the Race(s) upon written request from such Sponsor. Unless due to 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-VII or better. The minimum amounts of insurance coverage required in this Section 8 shall not be construed to create a limit of Sponsor'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 as contracting parties to this Agreement. All individuals provided by or associated with Sponsor who perform services at the Race(s) 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 Komen Affiliate and shall not be agents or representatives of Komen Affiliate. Sponsor shall be responsible, as between 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 force and 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 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.

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. With respect to any suit arising out of or in connection with 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 any 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 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 listed on Page 1 of this Agreement.

15. 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 unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; and this Agreement shall not otherwise be 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 reliable means (e.g., photocopy, facsimile) is considered an original.

THANK YOU TO OUR 2010 LOCAL SPONSORS

PREMIER SPONSOR



PLATINUM SPONSORS



DOCTORS FOR THE CURE® SPONSOR



KIDS FOR THE CURE® SPONSOR

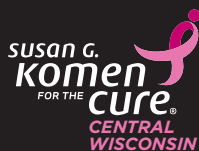


Olson Tire & Auto Service, Inc.

GOLD SPONSORS



MEDIA SPONSORS



2nd Annual
Komen Central Wisconsin Race for the Cure®
SUNDAY, AUGUST 21, 2011 • DOWNTOWN WAUSAU, WI

For more information
visit our website at:
komencentralwisconsin.org
or call 715-847-4821.