



Tidewater Affiliate of Susan G. Komen for the Cure 3rd Party Letter of Agreement

Event Date: _____

[DATE]

Dear _____:

The Tidewater Affiliate of the Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure (“Komen”) is honored that _____ *[Name of Company]* (“Company”) has chosen Komen as the beneficiary of its *[short name description of event]* (“Event”) described below to support the fight against breast cancer. We are pleased that your organization shares our commitment to the advancement of breast cancer research, education, screening and treatment and we are proud to have the opportunity to partner with a company of your quality and stature.

This letter will serve to confirm and memorialize our understanding of the terms and conditions of the Event (the “Agreement”).

1. Term. The term of the Agreement will commence effective [_____] , 2009, and will end on [_____] , 2009/10, except that the provisions of Sections 6 and 7 shall survive termination of this Agreement.
2. Event. *[Fill in deal points specific to Event]*

Describe all material aspects of the Event in detail, for example: The Event shall consist of _____ to be held at [location of Event, Dates of Event, Times of Event].

- ***Describe activities or nature of Event;***
- ***Describe exact dollar amount of payments or how payments are calculated including definition of whether payments are percentage of gross or net monies raised;***
- ***Describe any minimum or maximum guaranteed donation, if applicable;***
- ***Describe when payments are due and manner of payment;***
- ***Specifically list any reports or accounting statements to be provided to Affiliate, by whom and when reports are to be submitted. Please include the***

specifics of what the reports and accounting statements are to include. For example, the accounting might include a calculation of the donation amount and specifically include gross sales and expenses.

3. Operations and Costs. The parties acknowledge and agree that, except as specifically provided herein to the contrary, Company will be solely responsible for all operational aspects of the Event including, but not limited to, the safe and lawful conduct of the Event and ensuring that the Event is conducted in a professional manner befitting the parties' respective outstanding public images. Company shall be solely responsible for all costs and expenses associated with the Event. ***[Include any specifics tailored to the Event or any expenses Affiliate will bear.]***
4. Licensed Marks. ***[Remember: Affiliate must obtain Headquarters' permission prior to using or allowing any entity to use any Komen marks].*** Komen is a licensee of Susan G. Komen for the Cure (the "Organization") and is authorized, and hereby does, grant Company a limited, non-exclusive license to use the Tidewater Affiliate of the Susan G. Komen for the Cure name, ***[indicate any other licensed marks to be included, such as the Affiliate Komen logo]*** ("Licensed Marks") for the sole purpose of promoting the Event ***[describe purpose in more detail if necessary]***. Company shall be prohibited from transferring, sublicensing or assigning its rights to use the Licensed Marks, all of which shall remain the exclusive property of Komen. Company will present to Komen for its approval, 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 Company its agents or spokespersons, which use or refer to said Licensed Marks. Such materials or statements must be of a high quality consistent with both parties' outstanding public image. At its sole discretion, Komen may require Company to remove the Licensed Marks at any time from any material developed in connection with the Event.
5. Promotion. Company may promote the Event in the manner and to the extent agreed upon in advance with Komen. All promotional and sales materials advertising the Event must state the exact amount of all monies from the Event that will be donated to Komen in clear, unambiguous and readily identifiable fashion. ***[NOTE: The specific percentage of monies raised being donated to Komen should be stated in this section, such as "\$2.00 of the purchase price" or "10% of the purchase price" will be donated to Komen.]***
6. Compliance with Laws. Company agrees to comply with all laws relating to the promotion and conduct of the Event and its activities under this Agreement. Company further agrees to file all appropriate registrations, obtain all permits, releases, consents, licenses and approvals, necessary for promoting and conducting the Event.

7. Indemnity. Each party agrees to indemnify and hold the other harmless from and against any and all costs, losses or expenses, including reasonable attorneys' fees, that either party may incur by reason of any third-party claims arising out of, or in connection with, (a) the indemnifying party's negligence; (b) the indemnifying party's performance or failure to perform its obligations pursuant to this Agreement; or (c) any service or product sold or provided by the indemnifying party in connection with the Event.
8. Insurance. Each party shall maintain, during the Term of this Agreement, comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence which covers liability for bodily injury, property damage or death arising out of the party's activities in connection with the Event. Company shall name "Susan G. Komen for the Cure" and the "Tidewater Affiliate of Susan G. Komen for the Cure" as Additional Insureds on its comprehensive general liability policy solely with respect to the Event, and shall provide Komen with a certificate of insurance evidencing this coverage not later than thirty (30) days prior to the Event. Please have your insurance provider fax your insurance certificate to the following number:_____. ***[NOTE: If the event sponsor does not maintain \$1,000,000.00 in liability insurance, please ask your Affiliate Fundraising Specialist to request guidance from Komen's Risk Management Department]***
9. Default and Termination. If either party fails to perform or breaches this Agreement, or anticipatorily breaches this Agreement, and the default is not curable, or if such default is curable but remains uncured for a period of **30** days after written notice thereof has been given to the defaulting party, the non-defaulting party, at its sole election, may immediately terminate this Agreement by written notice thereof to the defaulting party. In the event of an early termination due to a breach by Company, Komen shall be entitled to all monies due to Komen in connection with the Event up to the termination date ***[including but not limited to Company's minimum guaranteed donation]***. In the event of an early termination due to a breach by Komen, Komen shall be entitled only to those monies generated in connection with the Event as of the termination date. The provisions of this Section 9 shall not preclude the parties from seeking any other remedies available to them under this Agreement and applicable law.
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.
11. Entire Agreement. This Agreement supercedes any prior understandings or oral agreements between the parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no agreements, understandings, representations or warranties among the parties other than those set forth herein.

12. Governing Law. This Agreement shall be governed by the laws of the State of Virginia.

We trust that the foregoing accurately reflects our mutual intent and agreement with regard to the matters discussed herein. We would, therefore, respectfully request that you indicate your agreement by authorized signature on the line provided. We look forward to a successful relationship as we work together to eradicate breast cancer as a life-threatening disease. If you have any questions or comments, please do not hesitate to contact us.

Very truly yours,

THE TIDEWATER AFFILIATE OF SUSAN G. KOMEN FOR THE CURE

By: _____
[Insert name of officer signing]
Title: _____
[Insert title of officer signing]
Date: _____

AGREED AND ACCEPTED:

[COMPANY NAME]

By: _____
Title: _____
Date: _____