



Pink Tie Gala  
PO Box 12848  
St. Pete, FL 33733  
727-734-7832  
877-506-6927

An auction and raffle will be a part of the Florida Suncoast Affiliate of Susan G. Komen for the Cure's 2009 Pink Tie Gala. This event will be held at the T. Pepin's Hospitality Centre on Saturday February 28, 2009. All items and services donated for this benefit are tax deductible and all proceeds directly benefit the Florida Suncoast Affiliate of Susan G. Komen for the Cure®.

Auction and raffle donors will be honored in the Pink Tie Gala Tribute Journal and in the Auction Program which will be distributed to each attendee. Thank you for your generosity on behalf of the Florida Suncoast Affiliate of Susan G. Komen for the Cure® and all those we serve.

### Donor/Company Name:

(as it should appear)

Sponsor Contact:

Address:

City, State, Zip:

Phone/Email:

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### Donated Item Information

Detailed Item Description (Quantity, Size, Color, Etc.)

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Restrictions, if any:

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Value:

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Expiration of Certificate:

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Instructions for item pick-up:

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The Susan G. Komen Breast Cancer Foundation, Inc. dba Susan G. Komen for the Cure is a non-profit organization with a 501(c)(3) status for tax purposes. To comply with the IRS requirement regarding charitable donations, we affirm that no goods or services have been provided by the Komen organization to you in consideration for your contribution. Donations are tax deductible to the full extent allowed by the law. The Florida Suncoast Affiliate's Federal Tax ID is 75-2870702.

Our Vision: A World Without Breast Cancer

## Terms and Conditions

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”) to promote and fulfill its mission to save lives and end breast cancer forever. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section §501(c)(3), federal tax identification number 75-2870702.
2. **Term.** This Agreement will begin on the Effective Date set forth above and end on February 28, 2009, the scheduled date for completion of the Event (“Term”).
3. **Event Date.** Affiliate will use its best efforts to conduct the Event on February 28, 2009.
4. **Komen Licensed Marks.** Affiliate is a licensee of the Organization and hereby grants Sponsors a limited, non-exclusive sub-license to use the Florida Suncoast Affiliate of Susan G. Komen for the Cure name® solely to promote the Event and Event-related events during the Term of this Agreement. Sponsor shall not sublicense or transfer the use of the Affiliate name or Licensed Marks to any person or entity without the prior written consent of Affiliate. Sponsor will present to Affiliate, for its approval a minimum of thirty (30) days prior to anticipated use, any item or material that uses or refers to the Affiliate. All advertising and promotional materials may only be used in the Florida Suncoast area and should refer to Sponsor’s relationship to the Event in the following form: “Local Sponsor of the Komen Florida Suncoast Pink Tie Gala.” Sponsor shall not use the Affiliate name in advertisements or promotions that contain a reference to any entity which is not a local 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 in the 2009 Pink Tie Gala Sponsorship Opportunities brochure. The Affiliate reserves the right to make non-material modifications to those benefits from time-to-time.

Sponsor shall pay half of its sponsorship fee before October 1, 2008 (or prior to promotion inclusion, whichever is first) and the balance before January 5, 2009. 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. Pink Diamond (“Title Sponsor”) fees are due in full before October 1, 2008 in order to be included in promotional efforts.

In-kind contributions are encouraged for goods and services that the Event committee deems essential in the success of the event such as: food and beverages, equipment and supplies, printing and copying, and media. In-kind contributions are credited to sponsorship according to the goods and services provided to the Event. For the purpose of determining sponsorship levels, In-kind donations may be valued at one-half their retail value. For tax purposes, the Contributor of the In-kind goods/services determines the value of the In-kind items. Event management and sponsors will determine and agree as to the value of In-kind contributions and level of sponsorship.

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 Florida Suncoast Affiliate. Accordingly, any complimentary entries or tickets will be deducted from your total contribution for your deduction for Federal Income tax purposes.

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. **Insurance.**
  - (a) For sponsors assembling or erecting temporary structures, 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 Breast Cancer Foundation, Inc. and the Florida Suncoast 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.
  - (b) For sponsors not assembling or erecting temporary structures, 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 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.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.