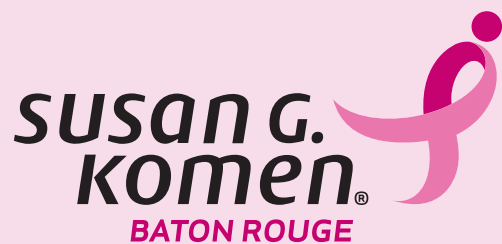




# *Perfectly Pink*

## LUNCHEON FOR LIFE



SPONSOR INFORMATION  
2015

Susan G. Komen® Baton Rouge is hosting its annual *Perfectly Pink Luncheon for Life* on Saturday, October 10, at L'Auberge Casino and Hotel.

The event will include a delicious meal, entertainment, a keynote speaker, recognition of breast cancer survivors and a silent auction. We are requesting that you please consider being a sponsor or making a donation to the silent auction portion of our event.

One hundred dollars can provide a mammogram to a woman who otherwise would be unable to receive access to screening. Your donation could provide such a screening! Will you be part of the life saving efforts for women in the Greater Baton Rouge area?

Since 1995, Komen Baton Rouge has dedicated \$3.5 million in our 10-parish service area to provide breast health education, screening and treatment, and an additional \$1.1 million has been contributed to scientific research to find the cures.

Susan G. Komen® started over 30 years ago with a promise between two sisters. Nancy Brinker promised her dying sister, Susan G. Komen, that she would do everything possible to save lives and end breast cancer. Since that time, Susan G. Komen® has transformed how the world talks about and treats breast cancer. Komen has helped to turn millions of breast cancer patients into breast cancer survivors. In laboratories around the world, Komen is funding more breast cancer research than any other non-profit—seeking ways to prevent, treat and cure the second leading cancer killer of women.

Please join with us in honoring such a noble promise by participating as a sponsor for the *Perfectly Pink Luncheon for Life*, donating an item to the silent auction, and/or purchasing tickets to attend the event.

To participate in this event, please visit [KomenBatonRouge.org](http://KomenBatonRouge.org), email [director@KomenBatonRouge.org](mailto:director@KomenBatonRouge.org) or call us at 225-615-8740.

Thank you for your consideration. We look forward to following up with you soon!

# Sponsor Levels

PERFECTLY PINK LUNCHEON



**Sponsor the 2015 *Perfectly Pink Luncheon for Life* and help honor the Susan G. Komen® Promise, to save lives and end breast cancer.**

BENEFITS BY EVENT SPONSOR LEVEL	PRESENTING \$3,000	HERO \$2,000	CHAMPION \$1,000	CELEBRATION \$500
Representative participate in on stage welcome	•			
Logo on Welcome Signage	•			
Logo and link included in email correspondences	•			
Recognition in press releases and publicity pieces	•	•		
Recognition on signage throughout event space	Logo	Logo	Name	
Verbal recognition during event program	•	•	•	
Company table signage	•	•	•	
Company advertisement in event print program	Full page	1/2 page	1/4 page	Name
Reserved priority seating	Table of 8	5 Tickets	2 Tickets	1 Ticket
Recognition and link on Affiliate website	Logo	Logo	Name	Name
Literature or promotional item at survivor table	•	•	•	•

## Keynote Speaker Sponsor - \$2500

Help underwrite the cost of our keynote speaker. This sponsorship includes the benefits of the \$1000 level and an opportunity to provide a representative to introduce the speaker.

## Survivor Sponsor – \$1500

Help celebrate and recognize survivors during the luncheon. Your contribution will assist us in funding our efforts to honor survivors and provide for our coveted Passion Of Peggy Award. The award is given annually to an outstanding survivor volunteer. This sponsorship includes benefits of the \$500 level and an opportunity to have a representative help present the Passion of Peggy Award.

# Contact us today to sign up!

Visit [komenbatonrouge.org](http://komenbatonrouge.org) • 225-615-8740 • [info@komenbatonrouge.org](mailto:info@komenbatonrouge.org) •



## ♦ Meet Mindy! ♦



All smiles, Mindy LaBauve holds up four fingers to indicate the completion of her fourth round of chemotherapy. Mindy found love and strength from her family, but also an unexpected source of hope and encouragement with other breast cancer survivors.

She remembers her first encounter with Race for the Cure. "It was only days before my scheduled mastectomy. I was overwhelmed when I got to the Survivors' Tent. There was so much love! I instantly knew that these people understood my struggle."

Wanting to share the same kind of support she receives from her "breast cancer sisters," Mindy now volunteers with Komen Baton Rouge. "It is so important that we help provide funding for breast health education for all and screening for those who are uninsured. Early detection is the key to saving lives!"



**2014 Grantees:** Cancer Services of Greater Baton Rouge, Mary Bird Perkins - Our Lady of the Lake Cancer Center, River Region Cancer Screening Center, Woman's Hospital, and YWCA Greater Baton Rouge

**\$3.4 MILLION**

♦ Education ♦ Screening  
♦ Survivor ♦ Treatment  
Support

**\$1 MILLION**

♦ Research

\*Since 1996

## Our Local Investment for 2013-2014

### Community Health Grants

Our grant awards helped provide the following services:

- 2878 - Mammograms
- 391 - Clinical breast exams
- 260 - Medication and Transportation Assistance
- 244 - Breast Diagnostic Services
- 120 - Lymphedema Support Group
- 75 - Healthy Steps Exercise Program
- Breast cancer education for healthcare providers and the community

### Public Education

Komen Baton Rouge distributed over 20,000 pieces of breast health education literature.

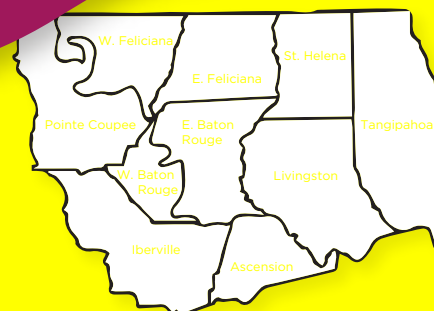
### Advocacy

Komen Baton Rouge along with other Louisiana Komen Affiliates successfully advocated for continued funding of the Louisiana Breast and Cervical Health Program. Because of our efforts, \$2.4 million remains dedicated to uninsured Louisiana women.

### Survivorship

In all things, we support and celebrate breast cancer survivorship. Our network of survivors and those deeply affected by breast cancer fuel our mission.

## Komen Baton Rouge Service Area



Susan G. Komen® is the largest breast cancer organization, funding more breast cancer research than any other nonprofit while providing real-time help to those facing the disease.

Since 1982, Komen has contributed to many of the advances made in the fight against breast cancer, transforming how the world treats and talks about this disease and helping many more people become breast cancer survivors.



**ON ANY GIVEN DAY** at Susan G. Komen, our local Community Health Programs are making an impact.

**23 people**  
learn they have  
breast cancer through  
Komen-funded services.



**1,073 women**  
receive a free  
Komen-funded  
mammogram.



**78 women**  
receive  
Komen-funded  
treatment assistance.



**317 women**  
receive a free  
Komen-funded  
clinical breast exam.

**60 survivors/  
co-survivors**  
call the Komen  
Breast Care Helpline  
and access help  
and support.



**154 women**  
benefit from  
Komen-funded  
diagnostic testing.

**6,913 people**  
are educated about  
breast cancer.

**9,287 people**  
who visit [komen.org](http://komen.org)  
learn more about  
breast cancer, what  
we do and how to  
get involved.

**1,345 Komen  
grantees**  
deliver quality  
treatment and care  
and/or provide help  
and support.



**11,375  
educational  
materials**  
are distributed through  
[ShopKomen.com](http://ShopKomen.com)®.

Visit [komen.org](http://komen.org) • Call 1-877 GO KOMEN • Connect with us on social at [ww5.komen.org/social](http://ww5.komen.org/social).



# Research Programs

MAKING EVERY DAY COUNT.



Susan G. Komen® is the largest breast cancer organization, funding more breast cancer research than any other nonprofit while providing real-time help to those facing the disease.

Since 1982, Komen has contributed to many of the advances made in the fight against breast cancer, transforming how the world treats and talks about this disease and helping many more people become breast cancer survivors.



**ON ANY GIVEN DAY** at Susan G. Komen, our Research Programs are making an impact.

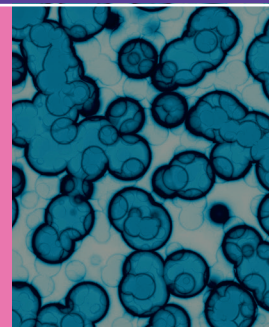
## 336 Komen-funded research teams

located in 32 states and 14 countries are working to end breast cancer.

## 76 Komen-funded research labs

are studying metastatic breast cancer to understand why it occurs and how to treat it.

More than 3,840 tissue and blood samples in the Komen Tissue Bank, donated by healthy women, are helping scientists worldwide transform breast cancer research.



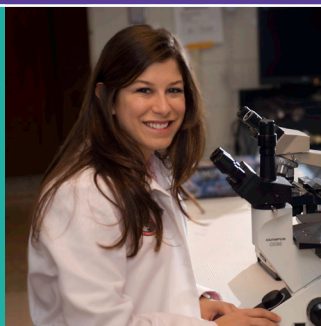
More than 10 new strategies to prevent breast cancer are being developed including new drugs, vaccines, diet and other risk reducing behaviors.

168 new breast cancer treatments are being discovered and tested – 34 of these for triple negative breast cancer, which needs better treatment options.



38 Komen-funded research projects are focused on finding approaches to reducing breast cancer disparities.

157 emerging scientists are supported through Komen's training and Career Catalyst grants, helping to train the next generation of breast cancer researchers.



Nearly 170 Komen Advocates in Science work to ensure the patient perspective is included in ongoing Komen-funded research and our Research Programs.

68 top-level scientists and advocates are helping guide and prioritize Komen's global research investment, which totals over \$847M for more than 2,400 grants.

91 new biomarkers are being discovered and tested to help diagnose people and tailor treatment strategies to each individual.

More than 23,000 women are being recruited to more than 75 clinical trials that will test new approaches to prevent, screen, diagnose and treat breast cancer.

More than 3 million women and men are surviving breast cancer – a living testament to the power of community and science to save lives.



Visit [komen.org](http://komen.org) • Call 1-877 GO KOMEN • Connect with us on social at [ww5.komen.org/social](http://ww5.komen.org/social).

All numbers are based on 2014 fiscal year data and provide only a snapshot of the programs and projects that are currently ongoing and funded through Komen's Research Programs, located at <http://ww5.komen.org/WhatWeDo/WeFundResearch/WeFundResearch.html>. Updated April 2015.

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# SPONSORSHIP AGREEMENT - PERFECTLY PINK LUNCHEON

**\*\*CONFIDENTIAL\*\***

KOMEN AFFILIATE: Baton Rouge

KOMEN AFFILIATE ADDRESS (STREET, CITY, STATE, ZIP): P.O. Box 14615, Baton Rouge, LA 70898

CONTACT: Ladwawn Butler, Affiliate Coordinator

TELEPHONE: (225) 615-8740 FACSIMILE: (225) 454-6827

EMAIL ADDRESS: [coordinator@komenbatonrouge.org](mailto:coordinator@komenbatonrouge.org)

WEBSITE: [www.komenbatonrouge.org](http://www.komenbatonrouge.org)

SPONSOR: \_\_\_\_\_ SPONSOR TAX ID/EIN: \_\_\_\_\_

SPONSOR ADDRESS (STREET, CITY, STATE, ZIP): \_\_\_\_\_

CONTACT: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FACSIMILE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

SPONSOR NAME TO APPEAR IN ACKNOWLEDGEMENTS (if different than above): \_\_\_\_\_

EVENT NAME: Perfectly Pink Luncheon

DATE OF EVENT: October 10, 2015

LOCATION OF EVENT: L'Auberge Casino & Hotel, 777 L'Auberge Avenue, Baton Rouge, LA 70820

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 Event? (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 Event, 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 AND BENEFITS: See Attachment A

KOMEN AFFILIATE PERMISSION FOR SPONSOR TO USE THE FOLLOWING MARKS (check all that apply):

☐ Komen Affiliate name ☐ Komen Affiliate Perfectly Pink Luncheon name

☐ Susan G. Komen Perfectly Pink Luncheon graphic (must be 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 may only distribute sponsorship materials and statements in the service area of Komen Affiliate.

• 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 the event in the following form: "Local Sponsor of the Susan G. Komen Baton Rouge Perfectly Pink Luncheon"

(or "\_\_\_\_\_-Level Sponsor of the Susan G. Komen Baton Rouge Perfectly Pink Luncheon")

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 A 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").

Susan G. Komen Baton Rouge

("Komen Affiliate")

By: \_\_\_\_\_ Angela Miller

Title: \_\_\_\_\_ Executive Director

Signature: \_\_\_\_\_

("Sponsor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

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 Event; 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 Event 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 the Event, Sponsor shall present to Komen Affiliate for prior approval all items that are to be distributed by Sponsor at the Event.

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 Event 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 Event. 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 Event. 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 Event materials it creates, but shall not be required to make any changes to any Event 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 Event. 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 Event.

(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 the Event (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 \$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 Event. 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 Event 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 Event.** Komen Affiliate will use its good faith diligent efforts to conduct the Event on the 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 the Event due to circumstances beyond its reasonable control; and in the event that the Event 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 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 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 Event and constitutes the entire understanding and agreement between the parties with respect to the Event. 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.