



RACE SPONSORSHIP AGREEMENT



Kindah Foundation, Inc, ("HOST") and the company specified the application ("SPONSOR") hereby enter into this Race Sponsorship Agreement ("Agreement") for **FLORIDA GYNECOLOGIC CANCERS 5K & 10K RUN/WALK®** event to establish mutually satisfactory terms and conditions as described herein.

1. **Basic Services.** Subject to the terms and conditions of this Agreement and on a non-exclusive basis, SPONSOR agrees to participate in one or more HOST events for the entire duration of the event as described herein as in the sponsor option chosen.
2. **Term.** This Agreement is effective as of the date signed ("Effective Date") and will terminate after the end of the sponsored event; however, this Agreement may be terminated early only as set forth in this Agreement.
3. **Fees and Expenses:** In consideration of the HOST as specified in this Agreement, SPONSOR agrees to pay HOST the total fees of the selected sponsorship level.
 - 3.1 Sponsor shall pay HOST for the Services set forth above. Payment shall be due net ten (10) days before the sponsored event.

4. TERMINATION

- 4.1 **Termination for Default.** In the event of any breach of this agreement by either party, the other party may (without waiving any other remedies or rights under this Agreement in law or in equity) terminate this Agreement by giving ten (10) days prior written notice; provided, however, that this Agreement shall not terminate if the party in breach has cured the breach of which it has been notified prior to the expiration of said ten (10) day period.
- 4.2 **Termination by HOST.** Notwithstanding any other provision of this Agreement to the contrary, HOST may terminate this Agreement if Sponsor's performance is unsatisfactory in HOST's judgment by giving SPONSOR at least five (5) days prior written notice of its election to terminate this Agreement.

5 INDEMNITY

- 5.1 HOST shall not be responsible for any loss of or damage to property of Sponsor, its employees, agents, contractors or assigns nor for any personal injury to Sponsor's officers, directors, employees, agents, contractors and/or invitees except to the extent any such claims may be directly and solely attributable to the gross negligence or willful misconduct of HOST, its directors, officers, and/or employees.
- 5.2 Sponsor shall indemnify, defend, and hold HOST harmless from and against any claims arising out of, or relating directly or indirectly to, content on their respective web sites, use of Sponsor's trademarks and logos, and Sponsor Materials.
6. **Authority/Relationship of the Parties.** The parties intend and SPONSOR acknowledges that SPONSOR will perform all Services hereunder as an independent contractor and not as an employee of HOST.
7. **Limitation of Liability.** Neither party shall be liable to the other party or to any third party for any special, indirect, incidental, punitive, or consequential loss or damages arising under this agreement. HOST is not liable for ensuring fair weather conditions and SPONSOR understands that events will take place rain or shine unless cancellation is mandated by state and local park authorities.
8. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
9. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether written or oral, between the parties with respect thereto.

Company/Organization Name: _____ Sponsorship Level Name: _____

Sponsorship Amount \$: _____ Payment Type: _____

Company Contact: _____ Title: _____

Signature: _____ Date: _____