



2015 Sponsorship Agreement

This Sponsorship Agreement (the "Agreement") is entered into effective as of the date set forth on the signature page hereto (the "Effective Date") by and between the 30A 10K operating with 501c3 status (hereon forth referred to as the "30A 10K") and the sponsor set forth on the signature page hereto ("Sponsor"). In consideration of the mutual covenants contained herein and for other good and valuable consideration the parties hereby agree as follows:

1. SPONSOR DELIVERABLES

- a. Sponsor Payments. Sponsor will provide sponsor donation to 30A 10K upon commitment to sponsorship. In-kind donations will be arranged by 30A 10K on a case-by-case basis.
- b. 30A 10K Use of Sponsor Name and Logos for event and all marketing materials related to the event. Sponsor grants 30A 10K the non-exclusive right to use the Sponsor name and logos as part of press releases, marketing, advertising, and promotional materials solely in connection with the 30A 10K event project. Any such use shall be subject to Sponsor's prior review and written consent. Sponsor reserves all rights not otherwise expressly granted herein. The license gives 30A 10K limited rights to use Sponsor's name and logos. 30A 10K does not become the owner of, and Sponsor retains title to, such Sponsor names and logos.

2. 30A 10K DELIVERABLES

- a. 30A 10K Deliverables. 30A 10K will deliver the appropriate sponsorship level promised items (see sponsorship packet).
- b. Sponsor Use of 30A 10K Name and Logos. 30A 10K grants Sponsor the non-exclusive right to use the 30A 10K name and logos as part of press releases, marketing, advertising and promotional materials solely in connection with Sponsor's sponsorship of the 30A 10K for the 2013 race. Any such use shall be subject to 30A 10K's prior review and written consent. 30A 10K reserves all rights not otherwise expressly granted herein. The license gives Sponsor limited rights to use 30A 10K's name and logos. Sponsor does not become the owner of, and 30A 10K retains title to, such 30A 10K name and logos. The foregoing license specifically excludes any right to use of the 30A 10K name or logos in any series of Sponsor's products or services or for similar commercial purposes, and the parties may enter into a separate agreement on mutually acceptable terms with respect to any such commercial rights.

3. CONFIDENTIALITY

Each of the parties (the "Receiving Party") shall maintain the confidentiality of this Agreement and all confidential information of the other party (the "Disclosing Party") and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party prior to the event date or prior information released to the media. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on a "need to know basis", provided that it shall first instruct such employees and personnel to maintain the confidentiality thereof. A Disclosing Party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and proposals, written or oral, relating to such subject matter. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties.



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Proceeds from the 2015 30A 10K Charity Race will benefit the chosen non-profit groups decided by 30A 10K application process.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

30A 10K, registered non-profit 501(c)3 with EIN number is 46-5142846

By: Race Directors, Craig Baranowski, Karen Meadows or Amy Stoyles

Title: Event Coordinators for the 30A 10K

Address: P.O. Box 613651, WaterSound, FL 32461 Phone: (850) 502-0457 (Amy Stoyles direct)

Email: info@30A10K.com

SPONSOR: _____

Name: _____ Title: _____

Address: _____

Tel: _____ Email: _____

Date: _____

Sponsor Signature: _____

30A 10K Representative Signature: _____

Office Use Contract: _____ Logo (High Resolution): _____ Check: _____