



December 20, 2018

**LIVESTRONG**

**AT THE YMCA**

To Community Supporter,

Cancer touches nearly every life—either directly or through a relative or friend. Although the diagnosis may be scary, advances in treatment allow us to celebrate that more survivors are winning this battle.

Many survivors struggle to return to a normal life or define their “new normal.” To help them, the YMCA of Central Texas offers **LIVESTRONG**® at the YMCA, a program designed to help cancer survivors regain strength, balance and stamina.

At the Y, we believe cost should not be a barrier to survivors reclaiming their fitness levels and receiving needed support. Therefore, every survivor participates free of charge. In addition, their family members receive a free three-month membership to the Y while their loved ones are enrolled in **LIVESTRONG** at the YMCA.

Each 12-week session can accommodate 14 survivors. Since 2014, we have been able to offer 3 programs per year, but the need is great and we need to offer more. Our goal is for the Waco community to view the importance of the Y in the same way as this cancer survivor: “I went to the cancer center for treatment, but I came to **LIVESTRONG** at the YMCA to heal.” To help achieve that goal, we are holding our seventh annual **LIVESTRONG** at the YMCA Race on March 23, 2019 at Woodway Park. Almost 200 runners participated last year, and this year we are making it a color run!

All proceeds fund **LIVESTRONG** at the YMCA so that we can continue serving cancer survivors in our community. We might be serving one of your patients, friends, family members or coworkers — maybe even you. By serving as a sponsor of the Race you will not only take a stand against cancer but also be recognized as a partner that supports survivors living strong! Please see the included list of sponsorship categories so that you may decide how you feel led to give. To ensure you or your company’s inclusion on all marketing materials, please respond by February 28, 2019.

Thank you for your consideration.

Carla Browning

LIVESTRONG at the YMCA

## **Yellow**

Contribution: \$500

- Your company name or logo will appear on the back of the shirt.

## **Amber**

Contribution: \$1000

- Your company name or logo will appear on the back of the shirt.
- Your company name or logo will appear on the race poster.
- One complimentary race entry.

## **Gold**

Contribution: \$2500

- Your company name or logo will appear on the back of the shirt.
- Your company name or logo will appear on the race poster.
- Your company name or logo will appear on the race banner.
- Two complimentary race entries.

## Sponsorship Form

### Company Information

Name of Company:

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Contact Person:

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Address:

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City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email:

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Phone:

\_\_\_\_\_ Fax: \_\_\_\_\_

Level of Support (Please check one):

\_\_\_\_\_ Yellow

\_\_\_\_\_ Amber

\_\_\_\_\_ Gold

In-Kind Donation: Donation of \_\_\_\_\_ Valued at  
\$ \_\_\_\_\_

Please make check payable to YMCA of Central Texas. Sponsorship contract and donation must be received by February 28, 2019 to ensure inclusion on t-shirts. Please mail completed forms and payments to:

YMCA of Central Texas  
Attn: Carla Browning  
6800 Harvey Drive  
Waco, TX 76710

### **Terms and Conditions:**

This agreement ("Agreement") is entered by and between the YMCA of Central Texas ("Affiliate") and ("Sponsor") to set forth the terms and conditions upon which Sponsor agrees to be a local sponsor of the 2019 LIVESTRONG at the YMCA Race.

**1. General.** The Race is conducted by the Affiliate in order to provide funding for LIVESTRONG at the YMCA program, which enables cancer survivors to restore fitness levels through programming that is free of charge. The Affiliate is a non-profit organization exempt from federal tax pursuant to Internal Revenue Code section 501(c)(3).

**2. Term.** This Agreement will begin on the Effective Date set forth above and end on March 23, 2019, the scheduled date for completion of the Race ("Term").

**3. Race Date.** Affiliate will use its best efforts to conduct the Race on race day.

**4. 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 Race 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 prior written consent of Sponsor.

**6. Sponsorship Benefits/Payment.** Sponsor shall receive the sponsorship benefits set forth in the Sponsorship Brochure attached to this Agreement. Sponsor shall pay its sponsorship fee as follows: YMCA of Central Texas, 6800 Harvey Drive, Waco, TX 76710.

**7. Race Cancellation.** Affiliate shall not be responsible for damages that result from delays or postponements of the Race due to circumstances beyond their reasonable control. In the event that the Race 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.** 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 activities which are the subject of this Agreement. Upon request, 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 Race. All individuals provided by or associated with sponsor who perform services at the Race 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 Affiliate and shall not be agents or representatives of Affiliate. Sponsor shall

be responsible, as between Sponsor 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 Texas.

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Signature of Sponsor and Title

Date

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Signature of YMCA Representative

Date