

DRUNK DRIVING ENDS HERE



2017 Sponsorship Proposal

2017 WALK LIKE MADD
& MADD DASH
(5K / 10K + KID'S FUN RUN)

KERN COUNTY

September 23, 2017

@ Park at River Walk

“The mission of Mothers Against Drunk Driving is to end drunk driving, help fight drugged driving, support the victims of these violent crimes and prevent underage drinking.”





HOW DOES YOUR SUPPORT HELP YOUR COMMUNITY?

Victim Services

MADD Victim Services supports drunk and drugged driving victims and survivors in Kern County at no charge. As long as impaired driving impacts our families and friends, MADD is here to serve victims and survivors across Kern County and help them throughout their healing journey as long as they need us.

Power of You(th)

Power of You(th) is targeted to local high school students to heighten awareness about safe driving practices and the facts and science behind the legal drinking age of 21. This interactive, in-person program presented in small classroom settings or assembly-style formats has proven to be very effective in generating discussions among teens about the consequences of poor choices as well as furthering our mission to prevent underage drinking.

Power of Parents

Parenting isn't an easy job, especially when it comes to alcohol, but MADD can help. Power of Parents is an educational program that helps parents have intentional, ongoing conversations with their teens to steer them clear of the dangers of underage drinking.

Victim Impact Panels

MADD believes that convicted drunk drivers need to hear directly from victims of impaired driving about the personal and preventable impact caused by crashes. Victim Impact Panels are an important avenue to provide healing for victims and remind offenders how the choice to drink and drive needlessly hurts people and entire communities.

DUI Checkpoints

MADD Kern County supports law enforcement officers on the front lines of DUI checkpoints. Each year, MADD participates in more than 200 checkpoints and provides educational information to more than 200,000 drivers.

Law Enforcement Recognition Events

MADD California hosts 7 Law Enforcement Recognition Events and 10 training events throughout the state. Annually, MADD honors more than 2,500 officers for their DUI enforcement efforts and their work to eliminate drunk and drugged driving in our communities.

2017 Kern County Walk Like MADD & MADD Dash (5K / 10K + Kid's Fun Run)

Saturday, Sept. 23, 2017 at the Park at River Walk in Bakersfield

Sponsor Benefits	Presenting \$10,000 (1)	Gold \$5,000	Silver \$2,500	Bronze \$1,000	Friend of MADD \$500
Stage appearance and speaking opportunities at event	✓				
Event "presented by X" on all references/printed materials	✓				
Opportunity to speak with media as an event sponsor	✓	✓			
Company provided banner positioned at ceremony area	✓	✓			
Rights to use Walk Like MADD on your company's marketing and promotional materials	✓	✓			
Company named (logo) on email blasts reaching thousands	✓	✓	✓		
Logo on MADD social media, including Facebook page	✓	✓	✓		
Sponsor banner with company logo placed at event entrance (Provided by MADD)	✓	✓	✓		
Company logo listed on printed Walk materials	✓	✓	✓		
Logo on Walk Like MADD & MADD Dash 5K shirts*	✓	✓	✓	✓	
Company acknowledgement throughout the event	✓	✓	✓	✓	
Company provided banner placed at water station	✓	✓	✓	✓	
Logo with hyperlink on Walk Like MADD Website	✓	✓	✓	✓	
Invitation to include promotional items in registration bags	✓	✓	✓	✓	✓
Booth space at the event	✓	✓	✓	✓	✓
Business name listed on event T-shirts and event website					✓

* **Deadline** to be included on printed materials is July 14 • For logo on shirts is Aug. 11

Kid's Fun Run Sponsor (1) : \$1,000 (naming rights, Friends of MADD benefits, booth to hand out freebies)

Vendor / Information Booth alone is \$100, and must include a raffle prize. Vendor must have sales permit.

Free Sponsor Registrations: Presenting = 20 • Gold = 10 • Silver = 5 • Bronze = 2

Questions / More Information: Jorge Barrientos at (661) 334-4948, jbarrientos@chainlaw.com

walklikemadd.org/bakersfield • Facebook: Bakersfield Walk Like MADD & MADD Dash



**2017 Bakersfield Walk Like MADD & MADD Dash
Sponsorship Agreement**

This sponsorship agreement, effective _____, 2017 by and between Mothers Against Drunk Driving® and _____. The purpose of this Agreement is to allow Sponsor to become a local sponsor of MADD's *Walk Like MADD & MADD Dash* event in Bakersfield, taking place Sept. 23, 2017.

SPONSOR AGREES TO BE A LOCAL SPONSOR AT THE FOLLOWING DESIGNATED LEVEL:

Sponsorship Level		Commitment
SOLD	Presenting Sponsor (1)	\$10,000
	Gold Sponsor	\$5,000
	Silver Sponsor	\$2,500
	Bronze Sponsor	\$1,000
	Kid's Fun Run (1)	\$1,000
	Friend of MADD	\$500
	Vendor / Information Booth	\$100

By signing this agreement, sponsor agrees to be bound by the *Walk Like MADD & MADD Dash* Sponsorship Terms and Conditions, attached and incorporated herein, as well as all additional terms and conditions set forth in the *Walk Like MADD & MADD Dash* Sponsorship Proposal, including but not limited to the benefits related to each sponsorship level, which is hereby incorporated in this Agreement.

Payment and Benefits Terms

The parties agree that Sponsor's payment to MADD at the level indicated above must be submitted to MADD in full by event date. The parties further agree that if Sponsor receives any or all of the benefits that Sponsor shall be entitled to per this Agreement prior to submitting its required sponsorship payment in full, Sponsor shall be obligated to pay to MADD the fair market value of the benefits received by Sponsor.

Company Name

Company Representative - Printed Name

Title

Address

City

State

Zip

Phone Number

Email

Signature

Date

WALK LIKE MADD & MADD DASH SPONSORSHIP
TERMS AND CONDITIONS

1. **Term.** This Agreement shall begin on the Effective Date set forth above and end at the conclusion of the scheduled, local *Walk Like MADD & MADD Dash* event (the “Event”).
2. **Use of Sponsor Marks.** Sponsor grants Mothers Against Drunk Driving (“MADD”) a non-exclusive, royalty free license to use the Sponsor’s name, logos, and marks (“Sponsor Marks”) as approved by Sponsor, as mutually agreed upon, and for no other purpose.
3. **Use of MADD Marks.** Upon receipt of the signed Agreement, MADD grants Sponsor a non-exclusive, royalty free license to use the MADD name, logo, and marks (“MADD Marks”) as approved by MADD, solely for display in connection with Sponsor’s sponsorship of the Event, or as otherwise mutually agreed upon by MADD and Sponsor, and for no other purpose.
4. **Assignment and Sublicense.** (a) MADD shall not sublicense or transfer the use of the Sponsor Marks to any person or entity, or otherwise permit a third party to use Sponsor Marks for any purpose not authorized by this Agreement. MADD recognizes that there is great value to Sponsor in the Sponsor Marks and in the good will associated therewith; that nothing in this Agreement gives MADD any interest or property rights in the Sponsor Marks, except the right to use the Sponsor Marks as specifically set forth herein. (b) Sponsor represents and warrants that there is no known legal impediment to the use of the Sponsor’s name, logos, or marks as contemplated in this agreement.
5. **Sponsorship Payment and Benefits.** (a) The parties agree that Sponsor’s payment to MADD at the level indicated above must be submitted to MADD in full by event date. The parties further agree that if Sponsor receives any or all of the benefits that Sponsor shall be entitled to per this Agreement prior to submitting its required sponsorship payment in full, Sponsor shall be obligated to pay to MADD the fair market value of the benefits received by Sponsor. NOTWITHSTANDING ANY OTHER TERMS OF THIS AGREEMENT, SPONSOR SHALL PAY TO MADD THE FULL AMOUNT OF ITS SPONSORSHIP OBLIGATION NO LATER THAN THIRTY (30) DAYS FOLLOWING THE SPONSORED EVENT.

(b) It is mutually understood that MADD is a tax-exempt entity under Section 501(c)(3) of the internal revenue code and that this Agreement and any additional terms and conditions set forth in the *Walk Like MADD & MADD Dash* Sponsorship Proposal, including but not limited to the benefits related to each sponsorship level, hereto will not include any obligations for MADD that are unrelated to its charitable purpose or that would subject any payments, donations (in-kind or otherwise) or other valuable consideration made or provided to MADD under this Agreement to tax as income from a business activity unrelated to said charitable purpose.
6. **Indemnity.** Sponsor agrees to indemnify, hold harmless and, at MADD’s request, defend MADD and its directors, officers, employees, and agents against losses and expenses of any nature (including but not limited to reasonable attorneys’ fees and costs of suit) resulting from the performance of this Agreement and that are directly attributable to the gross negligence or willful misconduct of Sponsor, its employees or other representatives.
7. **Event Cancellation.** MADD will use its commercially best efforts to conduct the Event on scheduled date; however MADD, its directors, officers, employees, and agents shall not be responsible for damages that result from delays or postponements of the Event due to circumstances beyond its reasonable control. In the event that the Event does not take place, Sponsor’s contribution set forth above shall be treated as a donation to MADD and shall not be refunded.
8. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with and subject to the laws of the state of Texas, except that any conflict of laws rule of Texas that may require reference to the law of some other jurisdiction other than Texas law shall be disregarded.
9. **Entire Agreement.** This Agreement and any additional terms and conditions set forth in the *Walk Like MADD & MADD Dash* Sponsorship Proposal, including but not limited to the benefits related to each sponsorship level, contain the entire agreement between the parties hereto and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter of this Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist, and each party hereto expressly disclaims reliance upon any facts, promises or representations made by any other party, or its agents, services or attorneys, prior to the date of execution of this Agreement. This Agreement cannot be amended, modified, altered or qualified except by a subsequent agreement in writing personally signed by all parties hereto.