



# St. Jude Classic

June 7-13, 2010 \* TPC Southwind \* Memphis, TN



Please confirm the financial commitment and binding contractual obligations to the following sponsorship package(s) for the 2010 St. Jude Classic. This agreement is between the individual or company ("Customer") and St. Jude Classic ("SJC"). Furthermore, Customer understands and agrees with the conditions outlined on the front and back of this Sponsorship Commitment Form.

HOSPITALITY PACKAGES	Quantity		Unit Cost	Extended Cost
<input type="checkbox"/> 18th Green Marquee		@	\$119,000	
<input type="checkbox"/> 18th Green Villa (Private)		@	\$65,000	
<input type="checkbox"/> 18 <sup>th</sup> Green Champions Club Hall of Fame package		@	\$27,500	
<input type="checkbox"/> 18 <sup>th</sup> Green Champions Club Major Champion package		@	\$18,500	
<input type="checkbox"/> 18 <sup>th</sup> Green Champions Club Defending Champion package		@	\$12,500	
<input type="checkbox"/> 17th Greenside Skybox		@	\$12,000	
<input type="checkbox"/> 11th Greenside Skybox		@	\$12,000	
<input type="checkbox"/> Daily Pier 12 (Wednesday, Thursday or Friday)		@	\$14,500	
<input type="checkbox"/> Daily Pier 12 (Saturday or Sunday)		@	\$17,500	
<input type="checkbox"/> Pavilion Plus		@	\$9,000	
<input type="checkbox"/> Pavilion 10-Pak		@	\$6,950	
<input type="checkbox"/> Pavilion 6-Pack		@	\$4,900	
<input type="checkbox"/> Pavilion Thurs/Sat Mini-Pack (20 available)		@	\$1,500	
<input type="checkbox"/> Pavilion Fri/Sun Mini-Pack (20 available)		@	\$1,500	
<b>PRO-AM COMPETITIONS (TPC SOUTHWIND)</b>				
<input type="checkbox"/> Danny Thomas Pro-Am (Monday, June 7)		@	\$2,500	
<input type="checkbox"/> Championship Pro-Am (Wednesday, June 9)		@	\$5,500	
<b>MARKETING</b>				
<input type="checkbox"/> Video Board		@	\$10,000	
<input type="checkbox"/> Pairings Guide		@	\$5,000	
<input type="checkbox"/> Souvenir Program Size/Color: _____		@	Price:	
<b>CREDENTIAL PACKAGES</b>				
<input type="checkbox"/> Championship Package		@	\$2,400	
<input type="checkbox"/> Eagle Package		@	\$1,600	
<input type="checkbox"/> Birdie Package		@	\$950	
<input type="checkbox"/> Par Package		@	\$495	
<b>SALES PERSON</b>			<b>Total</b>	

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

Company \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Billing (Check one):

Bill me (Check payable to "St. Jude Classic" enclosed) OR

MasterCard, VISA or American Express

Orders must be fully paid before credentials are distributed. Credit card purchasers must sign above under "Customer Signature."

Card No.: \_\_\_\_\_ Expires: \_\_\_\_\_

Return copy to:

St. Jude Classic  
3325 Club at Southwind  
Memphis, TN 38125

Phone (901) 748-0534

Fax (901) 748-3375

Email mail@stjudeclassic.com

**53<sup>rd</sup> St. Jude Classic • June 7-13, 2010 TPC Southwind • Memphis, Tennessee**

**CUSTOMER AGREES TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH HEREIN:**

- A: Payment** -- Through this binding agreement (Agreement), Customer agrees to make full payment to St. Jude Classic, herein referred to as "SJC", for this package(s) within 30 days of receipt of billing, or by May 1, whichever is sooner. Payments remaining on outstanding purchases, such as additional tickets, additional catering and other benefits or services not included in the original package(s), will be made by Customer to SJC by June 21, 2010, and will be subject to 1½ % late charge per month thereafter. If Customer does not make timely payment, SJC may cancel this Agreement and have no obligation to Customer, and take such actions as may be warranted.
- B: Term** -- Customer acknowledges and agrees that this Agreement shall commence upon Customer's execution of the Agreement, and shall continue until the day following the last day of the 2010 St. Jude Classic, June 7-13, TPC Southwind, Memphis, Tennessee, herein referred to as "Tournament", or until the various obligations and considerations set forth herein have been satisfied and delivered, whichever is later.
- C: Warranty** -- Customer warrants that he/she is free to enter into Agreement and rights granted hereunder will not infringe upon rights of any third party.
- D: Customer Responsibilities (Hospitality)** -- Customer acknowledges and agrees to the following:
1. The hospitality venue is private and available only to invited guests with proper credentials. No general public admittance allowed.
  2. Customer is responsible for its guests' behavior in hospitality venue, and, if guests behave disorderly, Customer may lose its ability to renew package, and this Agreement may be immediately terminated by SJC, and Customer shall remain liable for all amounts due.
  3. Customer is responsible for having a designated host(s) or hostess(es) in its hospitality venue at all times (except Pavilion customers). Customer shall provide the name of hosts/hostesses to SJC in advance. The host is responsible for making sure that the area is not overcrowded, and ensuring that any noise that could disrupt or distract players on the course will not be tolerated. Customer acknowledges that if it cannot fulfill these guidelines, then SJC officials and security personnel shall have the authority to enforce them.
  4. Customer acknowledges and agrees that no banners or signage of any kind may be placed inside or outside the hospitality venue. SJC retains responsibility for placing appropriate signage outside of the hospitality venue for identification and the convenience of guests. The only exception to this rule is that purchasers of the Marquee product may place small banners and/or other appropriate-sized display inside the Marquee hospitality venue only, facing the interior of the enclosed space, as long as such display is not readily visible and legible from the outside. SJC retains right to approve all interior signs or displays.
  5. Customer will not sub-let its hospitality venue to a third party without prior written consent from SJC. Such consent will be contingent upon Customer acknowledging responsibility for any and all charges incurred by said third party, as well as the behavior of the representatives of the third party and their guests. Billing from SJC will be to Customer only. Customer agrees that SJC may withhold consent to any sub-lease at its sole and exclusive discretion. Third party will be subject to same terms and conditions outlined herein under sub-paragraphs b-h of this Agreement. Names of any third party representatives and hosts/hostesses must be supplied to SJC in advance.
  6. This Agreement is not assignable by Customer without the prior written consent of SJC. Any unauthorized assignment of this Agreement by Customer or any sub-letting of the area without prior written consent of SJC shall, at the option of SJC, allow SJC, in addition to any other rights or remedies available to SJC at law or in equity or otherwise, at its sole discretion, to cancel this Agreement and/or enter the hospitality venue, remove Customer and third parties from the hospitality venue and deny Customer and third parties access to the hospitality venue without refunding any payments and fees otherwise due hereunder.
  7. This agreement may be cancelled by Customer by written notice sent by FedEx or certified mail and delivered to SJC on or before May 1, 2010. The following cancellation fees will apply: a cancellation fee of 50% of the contract price is due if cancelled on or before February 1, 2010; 75% if cancelled after February 1, but on or before March 15, 2010; 90% if cancelled after March 15, 2010, but on or before May 1, 2010. All cancellation fees will be paid within 30 days of written cancellation. No refund by SJC to Customer will be made if contract is cancelled after May 1, 2010, and Customer shall be and remain liable for the entire fee due hereunder.
- E: Customer Responsibilities (Pro-Ams)** -- Customer acknowledges and agrees that pro-am spot(s) may be forfeited if SJC does not receive both full payment and completed pro-am player entry form by May 1, 2010, with no rebate due Customer in return. Customer also understands that amateur competitors must have an established golf handicap of a maximum of 21 strokes, and must show proof of this handicap prior to competition.
- F: Customer Responsibilities (Marketing)** -- Customer acknowledges and agrees to the following:
1. Any collateral materials Customer produces for the purpose of promoting its participation in the Tournament and/or inviting people to its hospitality venue will properly refer to the Tournament as the "St. Jude Classic." The name of the Tournament does not have to be used in these materials, but an incorrect name or reference cannot be used (i.e.: "SJC Invitational").
  2. Customer may request to use the official tournament logo in these materials (or Souvenir Program ad), but the request must be submitted to SJC for approval at least 30 days in advance of their use.
- G: Customer Responsibilities (Print Advertising)** -- Customer acknowledges and agrees to the following:
1. Customer is responsible for submitting digital art by April 20, 2010. If negatives or camera-ready art is submitted, advertiser will be responsible for conversion costs. If art is not submitted on time, publication of the Customer's name and address will be considered fulfillment of Tournament's obligation as part of this agreement. Tournament will provide advertiser with instructions for submitting ads upon placement of order.
  2. Customer must present an ad that, in the sole opinion of the Tournament is tasteful, and Tournament reserves the right to reject or omit any advertisements or parts of advertisements that it deems inappropriate or not in keeping with the quality of the publication.
  3. Customer may customize its ad in the Souvenir Program to include a Tournament reference, but only if the event is properly referred to as the "St. Jude Classic." Failure to make this proper referral could result in loss of ad in program, if no time remains to correct it before production deadline.
  4. Customer may request to use the official Tournament logo in Souvenir Program ad, but the request must be submitted to SJC for approval at least 30 days in advance of their use.
- H: Indemnification** -- Customer shall indemnify, defend and hold harmless SJC, and its directors, officers, employees, agents, and volunteers from and against any and all losses, damages, liabilities, claims, demands, suits and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in connection with any injury or death of any person or damage to any property caused in whole or in part by the negligent acts, errors or omissions of the Customer, its employees, agents, invitees or others for whom customer is liable.
- I: Cancellation** -- In the event of a cancellation of the Tournament prior to 12:01 a.m. on Sunday, June 6, 2010, due to act of God, state of war, terrorist action, fire, weather, national emergency, or any other cause or situation out of its control, SJC may retain up to 50% of any prepaid fees in order to cover costs incurred leading up to Tournament. No refund shall be made by SJC in the event of a cancellation of the Tournament after 12:01 a.m., Monday, June 7, 2010.
- J: Charitable Donation** -- SJC is recognized by the IRS as a 501(c)(3) charitable organization. All or a portion of your purchase may qualify as a tax deduction. The purchase of tickets and/or other corporate entertainment options may be eligible for a 100% business expense deduction (without the normal 50% limitation). Refer to section 274L in the IRS tax code. You should consult your tax advisor on the application of tournament purchases as tax deductions.
- K: Governance** -- This Agreement shall be construed and governed according to the laws of the State of Tennessee. Any litigation arising out of this Agreement shall be brought in the state or federal courts in Shelby County, Tennessee.