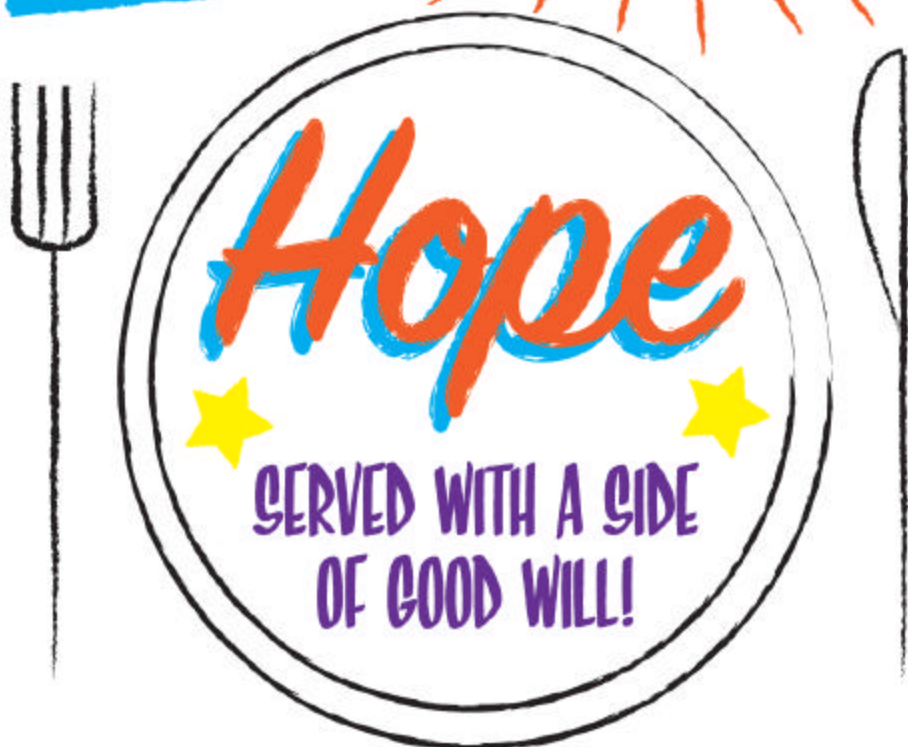


TUESDAY, FEB. 24,
Dinner SPECIAL



Relay For Life Taste of Hope

Dine out at local Murphysboro restaurants the evening of Tuesday February 24th and 20% of your bill will be donated to the Murphysboro Relay For Life.



www.RelayForLifeofMurphysboro.com

Participating Restaurants beginning at 5:00 p.m.:

Annie Mae's

Big Charlie's

Cindy B's

Cummare's

Dairy Queen

Kinkaid
Boathouse

Old Rome

17th Street Bar & Grill

Taste of Hope

Thank you so much for participating in our first Taste of Hope for our Relay For Life Event. We are planning quite a bit of media coverage for this event so we hope it proves successful for your restaurant as well as the American Cancer Society.

Highlights of the program:

- ❖ Event date: Tuesday, Sunday, May 24, 2009
- ❖ Time: Beginning at 5:00 p.m. Ending time will vary depending on your hours.
- ❖ Posters will be provided for you to post on the door, window, by the cash register of your establishment.
- ❖ When the customer pays their bill, please hand them an envelope which we will provide. The envelope will have written instructions for the customer in case they wish to make an additional donation to the American Cancer Society. You will not be required to do anything else with these.
- ❖ At the end of a hopefully highly successful Sunday evening, simply remit a check by May 31st using the enclosed envelope, payable to the American Cancer Society.
- ❖ Fill out the enclosed short questionnaire and return it in the enclosed envelope, also by May 31st .
- ❖ Any questions or concerns call _____ at _____.

Thank you for your support of the American Cancer Society!

AMERICAN CANCER SOCIETY, CALIFORNIA DIVISION, INC.

CHARITABLE SALES PROMOTION AGREEMENT

This Charitable Sales Promotion Agreement (this "Agreement") is made as of the ____ day of _____, 200__ (the "Effective Date"), by and between _____ ("Company"), a _____, and the American Cancer Society, California Division, Inc. ("ACS"), a California not-for profit corporation.

WHEREAS, Company is in the business of _____ in or throughout the United States;

WHEREAS, ACS is a health organization, tax exempt pursuant to determination by the Internal Revenue Service ("IRS") under section 501(c)(3) of the United States Internal Revenue Code (the "Code") whose mission is to eliminate cancer as a major health problem, and ACS raises funds for these purposes;

WHEREAS, ACS is a licensee of well-known service marks, trade names, and logos which are owned by the American Cancer Society; and

WHEREAS, Company and ACS wish to enter into this Agreement to promote support for the mission of ACS and to promote awareness of cancer issues through the promotion below as further defined below;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Sales Promotion and Territory. Company shall conduct a promotion of the sale of all or a portion of its products and/or services as described in Exhibit "A" attached hereto (the "Promotion") during the period commencing on _____ and ending on _____ (the "Promotion Period"), advertised to the public as a charitable promotion supporting the mission of the American Cancer Society. During the Promotion Period, Company shall prominently promote and offer for sale the subject product and/or service. The Promotion will be made exclusively in the State of California (the "Territory"), unless otherwise specified in Exhibit "A" attached hereto.

2. Marketing and Better Business Bureau Disclosure Requirements. (a) Company agrees that the Promotion and campaign shall be professional, of high quality, and shall reflect the mission of ACS. Company agrees to disclose in all Promotional Material (as hereinafter defined) the following information that is required to conform with Better Business Bureau standards and applicable state laws: (i) the actual or anticipated portion of the purchase price or fee that will benefit ACS; (ii) the duration of the Promotion; and (iii) any maximum or guaranteed minimum amount to be paid to ACS. ACS shall have the right to review and approve or disapprove all Promotional Material prior to its use, according to the provisions of Sections 4 and 5 of this Agreement.

(b) For purposes of this Agreement, all recognition or acknowledgment of Company or any of its or any of its affiliates provided by ACS shall satisfy, in the judgment of ACS, the definition of "use or acknowledgment" contained in Treasury Regulations section 1.513-4(c), including without limitation the absence of "advertising" as defined in subsection (iv) of said regulations.

3. Revenue and Reporting. (a) Royalty Fee: Company agrees to pay ACS a royalty fee in exchange for its use of the ACS Design (as hereinafter defined) in connection with the Promotion, equal to ____ percent (%) [or \$____] of the purchase price of each item/service offered in connection with the Promotion. The minimum guarantee or maximum payments, if any, are: _____.

(b) **Payment of Fees.** Fees paid by Company pursuant to this Agreement shall be paid once every 30 days during the Promotion Period. The final payment shall be made and delivered to ACS no later than 30 days after the expiration of the Promotion Period or the termination of this Agreement, which ever occurs first. Company's donations shall be made payable to the "American Cancer Society" and mailed to the American Cancer Society, California Division, Inc., 1710 Webster Street, Oakland, California 94612, Attn _____.

(c) **Financial Reports.** Together with the final donation the Company shall deliver to ACS a financial report accounting for the gross sales proceeds and the calculation of the fees paid hereunder; together with an accounting of any expenses deducted from the sales made in order to derive the fees paid hereunder; and any other information as may be needed by ACS for its accounting and legal compliance (hereafter "financial report"). Each of the Parties shall keep the financial report on file for at least three years. The Company shall make the financial report available to ACS and state regulatory authorities upon request.

4. Proprietary Rights, Ownership, and Use of ACS Design. (a) Company acknowledges ACS's exclusive right, title and interest in its trade names, trademarks, trade dress, and other indicia of origin owned or licensed by the ACS. Subject to the terms and conditions of this Agreement, ACS hereby grants to Company the limited non-exclusive, nontransferable, non-assignable, revocable right and license to use the ACS name and logo set forth on Exhibit B attached hereto and incorporated herein by this reference (collectively the "ACS Design") solely in connection with the terms of this Agreement. All rights and licenses of any kind in the ACS Design not expressly granted in this Agreement are exclusively reserved to ACS and its affiliates.

(b) In order to protect the ACS Design, reputation, and established goodwill of the ACS, Company must obtain prior written approval for each and every use of the ACS Design in connection with the Promotion and in its promotional materials regardless of the medium, including materials on Company's website, if any ("Promotional Materials"). The ACS Design shall not be altered or modified in any way whatsoever when used by Company other than as may be mutually agreed upon in writing by the parties hereto. Such approvals will be provided in accordance with Section 6 of this Agreement. Company represents and warrants that it will not use or allow others to use ACS intellectual property without the prior written approval of ACS.

(c) ACS warrants that it has a license from the American Cancer Society, Inc. to use and to sublicense the ACS Design and that it has the legal right to enter into agreements relating thereto. In the event of any infringement or improper use of the ACS Design, ACS represents that it will vigorously protect its interests. Company and ACS mutually agree to cooperate with each other in the protection of each party's intellectual property rights as they relate to the Promotion and this Agreement.

5. Approvals. All Promotional Materials shall be sent to _____ for review and approval at least ___ business days prior to the anticipated date of public distribution. ACS' approval shall not to be unreasonably withheld. A fax or an e-mail shall be deemed in "writing" for the purposes of such approval. In addition, the final copy of all such materials shall be provided to ACS at least ___ business days prior to public distribution.

6. Termination. ACS reserves the unconditional right to terminate this Agreement upon thirty (30) days written notice to Company. In the event of termination, Company shall immediately (i) cease to use the ACS Design in its promotional materials, (ii) discontinue references to its relationship with ACS and (iii) make commercially reasonable efforts to recall and destroy all Promotional Materials from its facilities and Web site. In the event of termination, Company shall send any royalty fees due through the date of termination together with a final cumulative financial report within thirty (30) days after the effective termination date of this Agreement

7. No Endorsement. ACS does not endorse or promote any of Company's products or services. Further, Company agrees that it will not use the ACS Design in any way that would imply endorsement of Company or demean, defame, embarrass, diminish or cause any harm to the ACS. ACS's name and the ACS Design may not be listed on any of Company's Promotional Materials or client lists without ACS's prior written approval pursuant to the terms of this Agreement.

8. Compliance With Laws. The charitable sales promotion evidenced by this Agreement is subject to the provisions of charitable sales promotion laws in the State of California.

9. Tobacco Affiliations.

(a) "Tobacco Company" means any company that manufactures tobacco products and is commonly considered to be part of the tobacco industry, including subsidiaries and parent companies, as well as philanthropic foundations and other organizations closely linked with the tobacco industry.

(b) Company represents and warrants that Company is (i) not a Tobacco Company; (ii) does not own 5% or more of a Tobacco Company; and (iii) is not 5% or more owned by a Tobacco Company.

(c) Company shall not employ any entity or assign, subcontract, or delegate, directly or indirectly, any work to any entity under this Agreement to a Tobacco Company.

(d) Company will adhere to ACS's no smoking policy when on ACS premises.

10. Insurance. Prior to commencing activity under this Agreement, Company shall obtain, and thereafter maintain, commercial general liability insurance (including product and contractual liability insurance in an occurrence form), providing adequate protection for ACS from and against any and all Claims, resulting from or in connection with any of the activities of Company carried out pursuant to, or in connection with, this Agreement. Such insurance policy shall not be canceled or materially changed in form without at least thirty (30) days written notice to ACS. Company agrees that such insurance policy or policies shall provide coverage of at least One Million Dollars (\$1,000,000) for personal, advertising, property damage, bodily injury and contractual liability arising out of each occurrence, and not less than Two Million Dollars (\$2,000,000) for aggregate claims during a twelve (12) month period or Company's standard insurance policy limits, whichever is greater. However, recognizing that the aforesaid amounts may be inappropriate with regard to specific situations, it is contemplated that ACS may make reasonable adjustments to the foregoing amounts.

11. Entire Agreement/Amendment. This Agreement represents the entire agreement between the parties on this matter and supersedes any and all prior understandings, agreements, representations or undertakings. This Agreement is not subject to amendment, change or modification except by written agreement signed by both parties any amendments to this Agreement shall specifically refer to this Agreement.

12. Severability. The covenants set forth in this Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Agreement.

13. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof, and the state and federal courts located in Alameda County, California shall have exclusive jurisdiction of the parties for the purposes of adjudicating all disputes that may arise under this Agreement. The parties hereby waive all objections to venue and personal jurisdiction in these forums for such disputes and agree that service of process may be made by certified mail addressed to the Company's company names and addresses given in the first paragraph of this Agreement, to the attention of the persons signing below. These contact persons or addresses may be amended pursuant to the notice procedure of Section 18 below.

14. Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when sent by certified, registered, or first class U.S. mail, or by Fed Ex or Airborne Express, or by fax with evidence of delivery to the addresses listed below unless otherwise noted in this Agreement.

To Company: _____

Attn: _____
Fax No.: _____

To ACS: American Cancer Society, California Division, Inc.

Attn.: _____
Fax No.: _____

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns; provided, however, if Company is acquired by or acquires a Tobacco Company, as defined herein, Company shall immediately notify ACS and ACS shall have the right to immediately terminate this Agreement without penalty as of the date of such acquisition.

16. Assignment. Company may not assign or delegate the performance obligations under this Agreement without the express written consent of ACS. A merger shall constitute an assignment.

17. Nonexclusivity. This Agreement is a non-exclusive agreement which preserves the right of ACS to contract with other companies for similar and related promotions.

18. Survival. Section 4 (Proprietary Rights, Ownership, and Use of ACS Design) and all of the representations and warranties contained in this Agreement shall survive the termination of this Agreement.

19. No Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

20. Independent Contractors. Company and the ACS are independent contractors; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

21. Counterparts and Signatures. This Agreement may be executed in counterparts. Each signatory hereto represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of his or her organization, and has express authority to do so. The Parties to this Agreement have executed it, as of the Effective Date, by their duly authorized officers.

IN WITNESS WHEREOF, the parties to this Agreement have executed it, as of the date first written above, by their duly authorized officers.

[FULL LEGAL NAME OF COMPANY]

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN CANCER SOCIETY, CALIFORNIA DIVISION, INC.***

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

***[Signature of 2 authorized ACS officers required]

EXHIBIT A

(DESCRIPTION OF THE PROMOTION)

Describe the products and/or services being offered as part of the Promotion:

Describe the manner in which the Promotion is to be promoted (for example, using the Company's website, emails, and/or through retail outlet(s)):

EXHIBIT B
ACS DESIGNS

American Cancer Society

