

CONTRACT

1994

This contract is entered into by and between Mobilization Against AIDS (hereinafter "Mobilization") and Mille Associates (hereinafter "MZA") for the production of a San Francisco AIDS Dance-a-thon (hereinafter "Dance"), a fundraising event benefiting Mobilization and other AIDS organizations, which is to take place in March or April of 1994 in the City of San Francisco.

1. MZA agrees to serve as organizers and coordinators of the Dance for which Mobilization agrees to compensate MZA in the amount and manner detailed below. Mobilization and MZA agree that this contract will not become effective unless and until both parties sign a contract with each other for production of the 1993 Dance.

2. Responsibilities for the preparation and production of the Dance shall be in accordance with the "Division of Dance-a-thon Responsibilities" chart which is annexed hereto and is deemed a part of this contract.

3. Mobilization agrees to pay MZA \$95,000 for its services under this contract. Payment of this fee shall be made to MZA as follows:

- (a) A \$10,000 non-refundable advance payment shall be made upon signing of this agreement by both parties;
- (b) A \$15,000 non-refundable advance payment shall be made three (3) days after the date on which the 1993 Dance occurs.
- (c) A \$25,000 payment shall be made sixty (60) days prior to the date of the Dance;

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- (d) A \$45,000 payment shall be made three (3) days after the Dance occurs, or on the day that total gross revenue generated by the Dance exceeds \$200,000, whichever date comes later;
- (e) In the event that the total gross revenue generated by the Dance fails to exceed \$200,000, MZA agrees to reduce its fee to \$35,000, in the manner set forth in 3(f) of this contract. For the purposes of this contract, "total gross revenue" is the amount actually collected, not including amounts pledged or promised but not actually collected;
- (f) On the ninetieth (90th) day after the Dance occurs, if the total gross revenue has not exceeded \$200,000, MZA will immediately refund \$15,000 to Mobilization, thereby reducing its fee to \$35,000.

4. Any funds which Mobilization received from any events held in connection with or support of the Dance, regardless of when the event or events take place, shall be considered Dance generated income, and shall be included in determining total gross revenue.

5. A separate "AIDS Dance-a-thon" checking account is to be established by November 1, 1993. Mobilization and MZA agree to direct all Dance contributors to make their checks payable to

"AIDS Dance-a-thon" and further agree that all Dance contributions, whether in the form of cash or checks, will be deposited into this account. Any contribution checks generated by the Dance but made payable to "Mobilization Against AIDS" or any other organization will nonetheless be deposited into the separate Dance account. Any and all disbursements from this checking account will require the signature of Mobilization's Executive Director or designee as well as that of either Craig Miller or Richard Zeichik.

6. (a) The production budget for the Dance will be \$437,900 or more at Mobilization's discretion. MZA agrees that it will not exceed the production budget for the Dance (exclusive of expenses for insurance, Mobilization's administrative costs, and the fee to MZA, all of which are to be paid by Mobilization outside of the production budget) without the express written agreement of Mobilization's Executive Director or the Executive Director's designee, which agreement shall not be unreasonably withheld. MZA will submit a proposed budget for the 1994 Dance by June 30, 1993, for Mobilization's consideration. Once Mobilization has approved the budget for the 1994 Dance, this contract will be amended by Mobilization and MZA to reflect the exact budget adopted. MZA may exceed the spending estimation for any one or more categories in the "Approximation of Budget," without Mobilization's approval, provided that the overall production budget, plus any Mobilization authorized excess expenditures, is not exceeded.

(b) Provided that MZA's purchases on behalf of the

Dance can be paid for within the confines of the Mobilization-approved budget, and provided that the purchases are in keeping with the objective of producing the Dance, MZA will have complete discretion to use the vendors of its choice, and MZA's purchases will not require the prior approval of Mobilization personnel, nor the filing of purchase orders. MZA will not receive commissions or payments of any kind from vendors.

7. Mobilization agrees that MZA is operating as Mobilization's agent as organizer of the Dance. Mobilization agrees to secure personal injury, bodily injury, and premises liability insurance coverage with limits not less than \$1,000,000 per occurrence/aggregate for production of the Dance and agrees that the insurance policy will cover defense and indemnification for incidents occurring during the period from October 1, 1993 to April 30, 1994. Mobilization further agrees to name Miller, Zeichik and Associates, and Craig Miller and Richard Zeichik personally, as additional insureds under such policy(s). Mobilization shall provide MZA with a copy of certificates of insurance for each applicable policy by October 1, 1993. Mobilization further agrees to name additional entities as additional insureds and provide certificates of insurance to those entities that may require such protection in the course of the Dance's production (i.e., the City of San Francisco, the owners of the Dance site, etc.).

8. Mobilization agrees to provide MZA with suitable office space for the Dance staff, volunteers, and phone bank operation



from November 1, 1993 to March 31, 1994. For purposes of this Section, suitable office space will be the space at 230 California Street, Suite 400, San Francisco, California, as configured at the time of the signing of this contract. In the event that the above referenced office space is unavailable, Mobilization agrees to rent a comparable office space of MZA's choosing from November 1, 1993 to March 31, 1994, (or as late as May 15, 1994 if the event is held in April.)

9. Neither Mobilization nor MZA guarantees that a suitable venue for the Dance will be secured. Mobilization and MZA share the responsibility of securing a suitable venue and required permits for the Dance to take place. For purposes of this contract, a suitable venue is:

- (a) a location which can legally accommodate 4,000 people dancing at the same time.
- (b) a location which is within the City of San Francisco.

Mobilization and MZA agree that they will work to secure a suitable location for the Dance to occur on any Saturday or Sunday evening during the months of March or April 1994.

10. If by October 1, 1993 neither Mobilization nor MZA have secured a suitable venue for the Dance to occur on any Saturday or Sunday evening during the months of March or April 1994, this contract can be canceled by either Mobilization or MZA during October 1993. To achieve such cancellation, one party must present written notice to the other party during October 1993 of its decision to cancel the contract due to lack of a suitable

venue for the Dance.

If this contract is canceled pursuant to the preceding paragraph, MZA shall refund to Mobilization any and all Dance contract payments it has received from Mobilization in excess of \$10,000. Should such a cancellation occur, MZA shall retain \$10,000 as its compensation for any and all work that it may have performed in connection with this contract. Any production costs or obligations incurred by Mobilization or MZA up to the date of cancellation shall be solely Mobilization's responsibility.

11. Except as set forth in Section 10 above, this contract cannot be canceled for any reason and, except as set forth in Sections 3 and 10, MZA will not refund any payments made to it by Mobilization.

12. MZA has made no guarantees or assurances to Mobilization regarding the ultimate financial outcome of the Dance. MZA shall use its best efforts toward making the Dance a financial success.

13. (a) All advertisements and materials produced for the Dance will be written and designed by MZA and must be approved by Mobilization's Executive Director or designee and MZA prior to distribution.

(b) Any and all Dance press releases and public service announcements prepared by Mobilization staff must be approved by MZA prior to distribution. Any and all Dance press releases and public service announcements prepared by MZA must be approved by Mobilization prior to distribution. Mobilization staff may serve as media coordinators on the day of the event, but MZA shall retain final authority over the number and kinds of media to be



allowed and the positioning of the media during the event.

(c) Appointed Mobilization personnel and Craig Miller, Richard Zeichik, and MZA's designated Associate Producer are all authorized press spokespersons for the Dance and will work cooperatively and share such responsibilities. However, MZA shall have the exclusive right to be the first to announce the results of the Dance at the event's closing ceremony, and to phone in the results of the Dance to the news media.

(d) Any sponsorship agreement between the Dance and a radio station, television station, or publication must be mutually agreeable to Mobilization and MZA. Any radio promotions, television promotions, or print advertisements will be written and/or designed by MZA and must be mutually agreeable to Mobilization and MZA. In the event that any such sponsorship agreements are made, MZA will serve as the exclusive liaison with such entities, except on matters pertaining to editorials or news coverage of the event.

14. All Dance advertisements and materials used for publicity or promotion of the Dance, with the exception of any and all billboard advertisements, will include a credit line which will read: "Created and produced by Craig Miller, Richard Zeichik and Associates." The size and position of the credit line will be comparable to the size and position of the credit line which appeared in the 1992 Dance materials.

15. Mobilization acknowledges that the Dance will be one of the organization's principal fundraising events for 1994 and that

production of the event will require extensive participation on the part of Mobilization volunteers and an appropriate level of support on the part of Mobilization staff.

16. (a) For a period of ninety (90) days prior to and sixty (60) days following the date of the Dance, Mobilization agrees not to sponsor, conduct, or allow its name to be used in association with any "walkathon", "dance-a-thon", "bike-a-thon" or any events which involve athletic participation of individuals and contributions by others based upon the endurance of such individuals. Mobilization further agrees that it will notify other AIDS-related organizations, parties, and individuals of its Dance and will request that the other AIDS-related organizations, parties, and individuals not hold any fundraising events on or about the date of the Dance. In the event that other AIDS-related organizations, parties, or individuals hold any fundraising events on or about the date of the Dance, this contract will nonetheless remain in full force and effect.

(b) Notwithstanding the foregoing, Mobilization may participate in and allow its name to be used in association with the 1994 Different Spokes Bikeathon.

17. Notwithstanding any other provisions of this contract, MZA's responsibilities and obligations under this contract to assist Mobilization with the cashiering or overseeing of incoming Dance contributions and the awarding and mailing of Dance-a-thon prizes will cease on the thirtieth (30th) day following the date on which the Dance occurs. Incoming Dance-a-thon generated contributions will continue to be included in determining "total

gross revenue" until at least ninety (90) days after the date on which the Dance occurs.

18. The amount of recognition to be given to the various Dance major donors, such as appearances in Dance-a-thon materials and advertisements, and speaking time during the Dance, will be allotted in a manner mutually agreeable to Mobilization and MZA. No individual, business, organization, or entity of any kind shall be given discounted or complimentary status as a Dance sponsor, or any other similar designations, or speaking time during the event, without the mutual consent of Mobilization and MZA.

19. MZA has the exclusive right and responsibility to hire, supervise, and, if necessary, dismiss Dance staff members. MZA has the right to set the rates of pay for Dance staff positions, provided that the rates of pay set by MZA for Dance staff positions can be paid for within the confines of the Mobilization-approved Dance-a-thon Budget.

20. All Dance staff members will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor laws of the State of California.

Mobilization will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to serve as Dance staff members, including the cost of employee benefits and all required employer taxes. MZA is to receive no administrative fee, percentage, or commission, on the salaries, hourly wages, or any other form of compensation paid to the above referenced



employees, and MZA will make available to Mobilization documentation of the true and total cost of these employees.

21. During the period of November 1, 1993 to May 1, 1995, Mobilization will not hire, offer to hire, contract with, or offer to contract with any of the individuals that MZA selects to fill any of the 1994 Dance staff positions outlined in the "production budget", or any other MZA employees.

22. This contract is fully assignable to Miller, Zeichik and Associates, Inc. (a corporation not presently in existence, but which may incorporate in the State of California in the future). Should such incorporation occur, all payments owed to MZA shall instead be paid to Miller, Zeichik and Associates, Inc.

23. Mobilization may enter into agreements with other AIDS-related organizations to share in the proceeds of the Dance. However, the involvement of any other AIDS-related organizations, or the existence of any agreements between such organizations and Mobilization does not relieve Mobilization of any of its responsibilities under this contract. All such agreements shall be between Mobilization and the other AIDS-related organizations only, and MZA shall not be liable to any other such organization or individuals in relation to the production of the Dance or otherwise.

It shall be a condition in any agreement, formal or informal, between Mobilization and any other organization(s) in relation to participation in the Dance that each participating organization must insure that all dancers are informed that checks must be made payable to "AIDS Dance-a-thon." Dance-a-thon



participants and sponsors shall not have the right to designate which specific AIDS-related organizations are to receive their sponsorship or contributions. All donations made in relation to the Dance, from whatever source, will be deposited into the Dance account and the distribution of all proceeds shall be from moneys from that account. All money raised as a result of the Dance, regardless of the dancers' or sponsors' organizational affiliations, shall be figured into "total gross revenue" and shall be included in determining MZA's fees as set forth in Section 3 of this agreement.

24. The individuals executing this contract on behalf of Mobilization and MZA represent that execution of this contract has been authorized and directed by the governing body of the respective organizations if necessary and that they have the authority to execute the same on behalf of said organizations.

25. In the event that litigation or arbitration arises from or out of this contract, or the relationship of the parties created hereby, the prevailing party shall be entitled to recover any and all reasonable attorneys' fees and any other costs incurred in connection therewith.

26. Any controversy or claim arising out of or related to this contract shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction.

27. This contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes

any prior agreement between the parties. No change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

28. All matters concerning the validity and interpretation of the performance under this contract shall be governed by the laws of the State of California applicable to agreements entered into and fully performed in that State.

29. All parties to this contract and their counsel have participated in the negotiation of this agreement. Therefore, in any interpretation or construction of the terms or meaning of this contract, those terms and this contract shall be construed equally with regard to all parties, and not against one party or the other.

30. In addition to the MZA fee, specified in Section 3, Mobilization agrees to provide MZA with \$5,000 as a housing and travel allotment by November 15, 1993. This allotment is intended to cover a portion of MZA's expenses, and any and all housing and travel expenses incurred by MZA beyond this \$5,000 will not be reimbursed.

31. MZA and Mobilization agree that it is a top priority to increase the cost efficiency of the Dance production and will continue to make every effort in this regard.

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This Contract is effective immediately upon signing on behalf of all parties.

Mobilization Against AIDS

Dated: _____

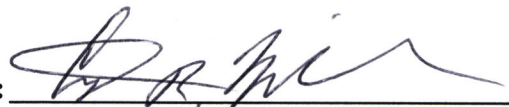
By: _____

Paul Boneberg

Executive Director

Miller, Zeichik and Associates

Dated: 6/19/92

By:  _____

Craig R. Miller

Partner

DIVISION OF DANCE-A-THON RESPONSIBILITIES

Production of the AIDS Dance-a-thon will require a close working relationship between Mobilization Against AIDS (Mob) and Miller, Zeichik and Associates (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of Dance-a-thon production.

	<u>MZA</u>	<u>Mob</u>
Overall Organization of the Event	X	
Secure Venue and Permits for the Event	X	X
Design and Production of All Dance-a-thon Materials	X	
Provide funds for Production of Event		X
Administration of Dance-a-thon Budget	X	X
Day-to-day Dance-a-thon Office Operations	X	
Provide Lists for Mailings and Phone Bank	X	X
Recruit Volunteers for Phone Bank	X	X
Supervision and Coordination of Phone Bank	X	
Secure Office Space	X	X
Press Development	X	X
Press Spokesperson	X	X
Major Donor Solicitations	X	X
Recruitment of Dance-a-thon Participants	X	
Recruitment of Volunteers for Day of Event	X	X
Distribution of Dance-a-thon Materials	X	
Hiring of Employees	X	
Radio and Television Sponsor (if any)	X	
Provide Insurance Coverage for Event		X
Secure Speakers and Entertainment for Day of Event	X	
Supervision of Pledge Collection	X	
Distribution of Premiums	X	

1993

CONTRACT

This contract is entered into by and between Mobilization Against AIDS (hereinafter "Mobilization") and Miller, Zeichik and Associates (hereinafter "MZA") for the production of a San Francisco AIDS Dance-a-thon (hereinafter "Dance"), a fundraising event benefiting Mobilization and other AIDS organizations, which is to take place in March or April of 1993 in the City of San Francisco.

1. MZA agrees to serve as organizers and coordinators of the Dance for which Mobilization agrees to compensate MZA in the amount and manner detailed below. Mobilization and MZA agree that this contract will not become effective unless and until both parties sign a contract with each other for production of the 1994 Dance.

2. Responsibilities for the preparation and production of the Dance shall be in accordance with the "Division of Dance-a-thon Responsibilities" chart which is annexed hereto and is deemed a part of this contract.

3. Mobilization agrees to pay MZA \$95,000 for its services under this contract. Payment of this fee shall be made to MZA as follows:

- (a) A \$25,000 non-refundable advance payment shall be made upon signing of this agreement by both parties;
- (b) A \$25,000 payment shall be made sixty (60) days prior to the date of the Dance;

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- (c) A \$45,000 payment shall be made three (3) days after the Dance occurs, or on the day that total gross revenue generated by the Dance exceeds \$200,000, whichever date comes later;
- (d) In the event that the total gross revenue generated by the Dance fails to exceed \$200,000, MZA agrees to reduce its fee to \$35,000, in the manner set forth in 3(e) of this contract. For the purposes of this contract, "total gross revenue" is the amount actually collected, not including amounts pledged or promised but not actually collected;
- (e) On the ninetieth (90th) day after the Dance occurs, if the total gross revenue has not exceeded \$200,000, MZA will immediately refund \$15,000 to Mobilization, thereby reducing its fee to \$35,000.

4. Any funds which Mobilization received from any events held in connection with or support of the Dance, regardless of when the event or events take place, shall be considered Dance generated income, and shall be included in determining total gross revenue.

5. A separate "AIDS Dance-a-thon" checking account is to be established by November 1, 1992. Mobilization and MZA agree to direct all Dance contributors to make their checks payable to

"AIDS Dance-a-thon" and further agree that all Dance contributions, whether in the form of cash or checks, will be deposited into this account. Any contribution checks generated by the Dance but made payable to "Mobilization Against AIDS" or any other organization will nonetheless be deposited into the separate Dance account. Any and all disbursements from this checking account will require the signature of Mobilization's Executive Director or designee as well as that of either Craig Miller or Richard Zeichik.

6. (a) The budget for the Dance will be in accordance with the "Approximation of Budget" page of this contract which is annexed hereto and deemed part of this agreement. MZA agrees that it will not exceed the \$437,900 production budget (exclusive of administrative costs to Mobilization and the fee to MZA, all of which are to be paid by Mobilization outside of the production budget) without the express written agreement of Mobilization's Executive Director or designee, which agreement shall not be unreasonably withheld. MZA may exceed the spending estimation for any one or more categories in the "Approximation of Budget," without Mobilization's approval, provided that the overall budget of \$437,900, plus any Mobilization authorized excess expenditures, is not exceeded.

(b) Provided that MZA's purchases on behalf of the Dance can be paid for within the confines of the Mobilization-approved budget, and provided that the purchases are in keeping with the objective of producing the Dance, MZA will have complete discretion to use the vendors of its choice, and

MZA's purchases will not require the prior approval of Mobilization personnel, or the filing of purchase orders. MZA will not receive commissions or payments of any kind from vendors.

7. Mobilization agrees that MZA is operating as Mobilization's agent as organizer of the Dance. Mobilization agrees to secure personal injury, bodily injury, and premises liability insurance coverage with limits not less than \$1,000,000 per occurrence/aggregate for production of the Dance and agrees that the insurance policy will cover defense and indemnification for incidents occurring during the period from October 1, 1992 to April 30, 1993. Mobilization further agrees to name Miller, Zeichik and Associates, and Craig Miller and Richard Zeichik personally, as additional insureds under such policy(s). Mobilization shall provide MZA with a copy of certificates of insurance for each applicable policy by October 1, 1992. Mobilization further agrees to name additional entities as additional insureds and provide certificates of insurance to those entities that may require such protection in the course of the Dance's production (i.e., the City of San Francisco, the owners of the Dance site, etc.).

8. Mobilization agrees to provide MZA with suitable office space for the Dance staff, volunteers, and phone bank operation from November 1, 1992 to March 31, 1993. For purposes of this Section, suitable office space will be the space at 230 California Street, Suite 400, San Francisco, California, as configured at the time of the signing of this contract. In the



event that the above referenced office space is unavailable, Mobilization agrees to rent a comparable office space of MZA's choosing from November 1, 1992 to March 31, 1993.

9. Neither Mobilization nor MZA guarantees that a suitable venue for the Dance will be secured. Mobilization and MZA share the responsibility of securing a suitable venue and required permits for the Dance to take place. For purposes of this contract, a suitable venue is:

- (a) a location which can legally accommodate 4,000 people dancing at the same time.
- (b) a location which is within the City of San Francisco.

Mobilization and MZA agree that they will work to secure a suitable location for the Dance to occur on any Saturday or Sunday evening during the months of March or April 1993.

10. If by October 1, 1992 neither Mobilization nor MZA have secured a suitable venue for the Dance to occur on any Saturday or Sunday evening during the months of March or April 1993, this contract can be canceled by either Mobilization or MZA during October 1992. To achieve such cancellation, one party must present written notice to the other party during October 1992 of its decision to cancel the contract due to lack of a suitable venue for the Dance.

If this contract is canceled pursuant to the preceding paragraph, MZA shall refund to Mobilization any and all Dance contract payments it has received from Mobilization in excess of \$10,000. Should such a cancellation occur, MZA shall retain

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\$10,000 as its compensation for any and all work that it may have performed in connection with this contract. Any production costs or obligations incurred by Mobilization or MZA up to the date of cancellation shall be solely Mobilization's responsibility.

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(c) Appointed Mobilization personnel and Craig Miller, Richard Zeichik, and MZA's designated Associate Producer are all authorized press spokespersons for the Dance and will work cooperatively and share such responsibilities.

However, MZA shall have the exclusive right to be the first to announce the results of the Dance at the event's closing ceremony, and to phone in the results of the Dance to the news media.

(d) Any sponsorship agreement between the Dance and a radio station, television station, or publication must be mutually agreeable to Mobilization and MZA. Any radio promotions, television promotions, or print advertisements will be written and/or designed by MZA and must be mutually agreeable to Mobilization and MZA. In the event that any such sponsorship agreements are made, MZA will serve as the exclusive liaison with such entities, except on matters pertaining to editorials or news coverage of the event.

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16. (a) For a period of ninety (90) days prior to and sixty (60) days following the date of the Dance, Mobilization agrees



not to sponsor, conduct, or allow its name to be used in association with any "walkathon", "dance-a-thon", "bike-a-thon" or any events which involve athletic participation of individuals and contributions by others based upon the endurance of such individuals. Mobilization further agrees that it will notify other AIDS-related organizations, parties, and individuals of its Dance and will request that the other AIDS-related organizations, parties, and individuals not hold any fundraising events on or about the date of the Dance. In the event that other AIDS-related organizations, parties, or individuals hold any fundraising events on or about the date of the Dance, this contract will nonetheless remain in full force and effect.

(b) Notwithstanding the foregoing, Mobilization may participate in and allow its name to be used in association with the 1993 Different Spokes Bikeathon.

17. Notwithstanding any other provisions of this contract, MZA's responsibilities and obligations under this contract to assist Mobilization with the cashiering or overseeing of incoming Dance contributions and the awarding and mailing of Dance-a-thon prizes will cease on the thirtieth (30th) day following the date on which the Dance occurs. Incoming Dance-a-thon generated contributions will continue to be included in determining "total gross revenue" until at least ninety (90) days after the date on which the Dance occurs.

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allotted in a manner mutually agreeable to Mobilization and MZA. No individual, business, organization, or entity of any kind shall be given discounted or complimentary status as a Dance sponsor, or any other similar designations, or speaking time during the event, without the mutual consent of Mobilization and MZA.

19. MZA has the exclusive right and responsibility to hire, supervise, and, if necessary, dismiss Dance staff members. MZA has the right to set the rates of pay for Dance staff positions, provided that the rates of pay set by MZA for Dance staff positions can be paid for within the confines of the Mobilization-approved Dance-a-thon Budget.

20. All Dance staff members will be placed on MZA's payroll and paid as employees of MZA with standard payroll deductions made and employer taxes paid in full accordance with the labor laws of the State of California.

Mobilization will reimburse MZA for the true and total cost of the MZA employees assigned by MZA to serve as Dance staff members, including the cost of employee benefits and all required employer taxes. MZA is to receive no administrative fee, percentage, or commission, on the salaries, hourly wages, or any other form of compensation paid to the above referenced employees, and MZA will make available to Mobilization documentation of the true and total cost of these employees.

21. During the period of November 1, 1992 to May 1, 1994, Mobilization will not hire, offer to hire, contract with, or offer to contract with any of the individuals that MZA selects to



fill any of the 1993 Dance staff positions outlined in the "production budget", or any other MZA employees.

22. This contract is fully assignable to Miller, Zeichik and Associates, Inc. (a corporation not presently in existence, but which may incorporate in the State of California in the future). Should such incorporation occur, all payments owed to MZA shall instead be paid to Miller, Zeichik and Associates, Inc.

23. Mobilization may enter into agreements with other AIDS-related organizations to share in the proceeds of the Dance. However, the involvement of any other AIDS-related organizations, or the existence of any agreements between such organizations and Mobilization does not relieve Mobilization of any of its responsibilities under this contract. All such agreements shall be between Mobilization and the other AIDS-related organizations only, and MZA shall not be liable to any other such organization or individuals in relation to the production of the Dance or otherwise.

It shall be a condition in any agreement, formal or informal, between Mobilization and any other organization(s) in relation to participation in the Dance that each participating organization must insure that all dancers are informed that checks must be made payable to "AIDS Dance-a-thon." Dance-a-thon participants and sponsors shall not have the right to designate which specific AIDS-related organizations are to receive their sponsorship or contributions. All donations made in relation to the Dance, from whatever source, will be deposited into the Dance account and the distribution of all proceeds shall be from moneys



from that account. All money raised as a result of the Dance, regardless of the dancers' or sponsors' organizational affiliations, shall be figured into "total gross revenue" and shall be included in determining MZA's fees as set forth in Section 3 of this agreement.

24. The individuals executing this contract on behalf of Mobilization and MZA represent that execution of this contract has been authorized and directed by the governing body of the respective organizations if necessary and that they have the authority to execute the same on behalf of said organizations.

25. In the event that litigation or arbitration arises from or out of this contract, or the relationship of the parties created hereby, the prevailing party shall be entitled to recover any and all reasonable attorneys' fees and any other costs incurred in connection therewith.

26. Any controversy or claim arising out of or related to this contract shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction.

27. This contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. No change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.



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of all parties.

Mobilization Against AIDS

Dated: _____

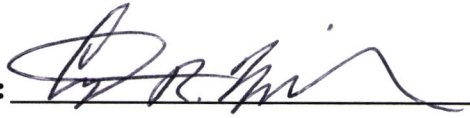
By: _____

Paul Boneberg

Executive Director

Miller, Zeichik and Associates

Dated: 6/19/92

By:  _____

Craig R. Miller

Partner

DIVISION OF DANCE-A-THON RESPONSIBILITIES

Production of the AIDS Dance-a-thon will require a close working relationship between Mobilization Against AIDS (Mob) and Miller, Zeichik and Associates (MZA). While cooperation and mutual support will be important at all stages, the following list delineates division of primary responsibility for the various aspects of Dance-a-thon production.

	<u>MZA</u>	<u>Mob</u>
Overall Organization of the Event	X	
Secure Venue and Permits for the Event	X	X
Design and Production of All Dance-a-thon Materials	X	
Provide funds for Production of Event		X
Administration of Dance-a-thon Budget	X	X
Day-to-day Dance-a-thon Office Operations	X	
Provide Lists for Mailings and Phone Bank	X	X
Recruit Volunteers for Phone Bank	X	X
Supervision and Coordination of Phone Bank	X	
Secure Office Space	X	X
Press Development	X	X
Press Spokesperson	X	X
Major Donor Solicitations	X	X
Recruitment of Dance-a-thon Participants	X	
Recruitment of Volunteers for Day of Event	X	X
Distribution of Dance-a-thon Materials	X	
Hiring of Employees	X	
Radio and Television Sponsor (if any)	X	
Provide Insurance Coverage for Event		X
Secure Speakers and Entertainment for Day of Event	X	
Supervision of Pledge Collection	X	
Distribution of Premiums	X	

Approximation of Budget

The following is an estimated budget for production of the 1993 San Francisco AIDS Dance-a-thon. The 1992 Dance pre-registered 10,100 participants. This budget will allow for the pre-registration of up to 12,625 participants, or a twenty-five percent (25%) increase over the last event.

Printing and Art Work	\$ 46,600
Postage (excludes recruitment mailings and sweatshirt mailing)	21,200
Telephones	11,000
Staff Support	101,500
Hourly Labor (Stands)	11,800
Venue Rental and Utilities	10,000
Security (events and SFPD)	7,500
Lighting/Drapery	23,300
Sound/Stage	10,500
Food and Drink	7,000
Band Expenses	5,000
Day of Event Rentals/Supplies/Services	29,700
Word Processing and List Maintenance	4,300
Office and Mailing Supplies	11,300
Personalized Recruitment Letters 1 and 2	17,500
Bulk Rate Recruitment Mailing (up to 150,000 pieces)	38,500
Outdoor Advertising (MUNI and billboards)	5,000
Sweatshirt Mailing	25,700
Video PSA	11,000
Shuttle Service	5,000
Audit	5,000
Office Rent (November 1 to March 31)	16,500



Insurance	1,500
Miscellaneous	11,500
Estimated Total Expenses	\$ 437,900

Note: This budget does not include Mobilization's administrative costs, or MZA fee.

Qm

CONTRACT

This contract is entered into by and between Mobilization Against AIDS (hereinafter "MAA") and the San Francisco AIDS Foundation (hereinafter "SFAF") regarding the San Francisco AIDS Dance-a-thon (hereinafter "Dance-a-thon"), a fund raising event benefiting AIDS organizations, scheduled to take place on March 12, 1994 in San Francisco.

1. SFAF recognizes that the Dance-a-thon is a fund raising activity managed by MAA. MAA reserves for itself all final decisions regarding all Dance-a-thons except as may be explicitly stated in this or other contracts. MAA assumes full responsibility and liability for the 1994 Dance-a-thon except as may be explicitly delegated in this or other contracts.
2. MAA gratefully acknowledges its long supportive relationship with SFAF and wishes to extend to SFAF a role as principle beneficiary of the 1994 and 1995 Dance-a-thons.
3. SFAF shall receive 50% of the net proceeds of the 1994 Dance-a-thon. No specific dollar amount is guaranteed and will depend on the financial success of the event.

SFAF shall receive 50% of the net proceeds of the 1995 Dance-a-thon. In the event that MAA is able to substantially contribute organizing "seed money" to the 1995 event, SFAF and MAA will consider renegotiation of this contract for the 1995 event.

Net proceeds shall be considered funds which remain after:

- a. All event expenses are paid;
- b. All seed money is returned;

- c. \$50,000 is disbursed as grants to community based AIDS related organizations; and,
- d. \$5,000 is reserved for the 1995 Dance-a-thon.

MAA will make all good faith efforts to ensure the success of the Dance-a-thons. However, MAA makes no guarantee regarding the financial results of the events and will not be liable to any participating agency if the events fail to reach projected income goals. In the event that the Dance-a-thons experience a net loss, no disbursements will be made.

- 3. Distributions of net proceeds are scheduled to occur on or about the following dates:

Distribution 1: March 22, 1994

Distribution 2: May 6, 1994

Distribution 3: June 30, 1994

- 4. SFAF agrees to advance organizing "seed money" not to exceed \$325,000 for the 1994 and 1995 Dance-a-thons.
- 5. SFAF shall advance \$325,000 in organizing "seed money" to the Dance-a-thon account as follows:
 - 1. \$5,000 on or before November 1, 1993.
 - 2. \$45,000 on or before November 15, 1993.
 - 3. \$62,500 on or before December 6, 1993.
 - 4. \$50,000 on or before December 20, 1993.
 - 5. \$62,500 on or before January 3, 1994.
 - 6. \$50,000 on or before January 31, 1994.
 - 7. \$50,000 on or before February 28, 1994.

These funds are guaranteed by MAA and shall be repaid to your agency within 7 (seven) days of the event.

6. SFAF's contribution to organizing costs for the 1995 Dance-a-thon shall be agreed upon by both groups by September 30, 1994 in accordance with paragraph 3 of this contract.
7. SFAF agrees to serve as the fiscal agent for the 1994 and 1995 Dance-a-thons.
8. SFAF shall provide Miller, Zeichik and Associates (hereinafter "MZA"), producers of the event, with appropriate mailing and volunteer lists utilized in the San Francisco AIDS Walk-a-thon by a date and in a format determined by MZA.

MAA and the producers will not sell, lease or otherwise furnish your donor list to any third party for any purpose, without your consent.

Names of dancers and sponsors will not be available for use by participating agencies. MAA may use these names in recruiting for future Dance-a-thons.

9. SFAF will ensure that all dancers are informed that checks must be made payable to "AIDS Dance-a-thon." Dance-a-thon participants and sponsors shall not have the right to designate which specific AIDS related organizations are to receive their sponsorship or contributions. All donations made in relation to the Dance-a-thon, from whatever source, will be deposited into the Dance-a-thon account and the distribution of all proceeds shall be from moneys from that account.
10. SFAF agrees to allow the Dance-a-thon to use its name as a beneficiary of the event in any publicity or promotional materials for the event.
11. SFAF will make all good faith efforts to publicize the event, to recruit participants and to contribute to the overall success of the event. Activities may include, but are not limited to, promoting the event in mailings or newsletters, publicizing the event at

educational or community events, and encouraging your agency's board members, staff and supporters to participate.

12. All Dance-a-thon advertisements and materials used for publicity or promotion of the event shall be approved and coordinated, prior to distribution, by MZA.
13. MAA agrees to hire MZA as producers of the 1994 and 1995 Dance-a-thons. MAA further agrees that failure to do so will render this contract null and void.
14. SFAF agrees not to organize or participate in any AIDS Dance-a-thons held in San Francisco within twelve months of the 1994 San Francisco AIDS Dance-a-thon.

SFAF further agrees not to sponsor or participate in fund raising activities benefiting AIDS related organizations, other than the 1994 Dance-a-thon, on or about the date of the Dance-a-thon.

15. Local, community based, AIDS related organizations shall be included as beneficiaries of the Dance-a-thons. MAA reserves the right and responsibility to select and determine the role of these groups. MAA agrees to consult extensively with SFAF regarding these arrangements.

A total of \$75,000 will be awarded to these organizations. \$50,000 will be provided directly from income raised by the event. MAA shall provide the remaining \$25,000 directly from its share of the proceeds.

16. SFAF agrees that MAA's role in the 1994 and 1995 San Francisco AIDS Walk-a-thons shall not diminish. MAA will receive not less than 5% of the net proceeds of the 1994 and 1995 San Francisco AIDS Walk-a-thon.
17. The individuals executing this contract on behalf of SFAF and MAA represent that execution of this contract has been authorized and directed by the governing body of the respective

organizations if necessary and that they have the authority to execute the same on behalf of said organizations.

18. This contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. No change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

This contract is effective immediately upon signing on behalf of all parties.

San Francisco AIDS Foundation:

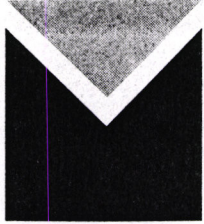
Pat Christen
Pat Christen
Executive Director

11/1/93
Date

Mobilization Against AIDS:

Mike Shriver
Mike Shriver
Executive Director

11/1/93
Date



**Mobilization
Against AIDS**

584-B Castro St.
San Francisco, CA
94114

tel 415-863-4676
fax 415-863-4740

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Mike Shriver
Executive Director

*California's
oldest nonprofit
AIDS advocacy
organization*

October 18, 1993

Ms. Jane Breyer
Director of Development
San Francisco AIDS Foundation
1170 Market Street, 6th Floor
San Francisco, California 94102

Dear Jane:

Please find the 1994-1995 Dance-a-thon contract enclosed herewith for your review and approval. I believe the terms and conditions described in the agreement have been successfully negotiated between Pat and Mike.

I'm also enclosing the latest listing of participating agencies. You'll notice that Project Inform is asked to provide \$10,000 in seed money to receive a \$25,000 grant. PI has approached MAA with an interesting proposal. Due to budget constraints, PI cannot fulfill the full \$10,000 commitment. However, they propose to advance MAA \$5,000 and broker an additional \$5,000 in contributions, specifically grants, for MAA. The \$5,000 advance will be returned to PI while the \$5,000 in contributions will not. As the fiscal sponsor of the event, I wanted to make you aware of this arrangement.

Please contact me if you have any questions.

Thanks for your attention!

Sincerely,

Frankie Nakata
Finance and Administration Director

/fn
enclosure

cc: Lance Henderson
(without contract)

Coordinators of
the world's largest
annual grassroots
AIDS event:



International AIDS
Candlelight Memorial
and Mobilization

CONTRACT

This contract is entered into by and between Mobilization Against AIDS (hereinafter "MAA") and the San Francisco AIDS Foundation (hereinafter "SFAF") regarding the San Francisco AIDS Dance-a-thon (hereinafter "Dance-a-thon"), a fund raising event benefiting AIDS organizations, scheduled to take place on March 12, 1994 in San Francisco.

1. SFAF recognizes that the Dance-a-thon is a fund raising activity managed by MAA. MAA reserves for itself all final decisions regarding all Dance-a-thons except as may be explicitly stated in this or other contracts. MAA assumes full responsibility and liability for the 1994 Dance-a-thon except as may be explicitly delegated in this or other contracts.

2. SFAF shall receive 50% of the net proceeds of the 1994 Dance-a-thon. No specific dollar amount is guaranteed and will depend on the financial success of the event.

SFAF shall receive 50% of the net proceeds of the 1995 Dance-a-thon.

~~Should MAA contribute organizing "seed money" to the 1995 event,~~

~~SFAF's share of the net proceeds will be renegotiated.~~

Net proceeds shall be considered funds which remain after:

- All event expenses are paid;
- All seed money is returned;
- \$75,000 is disbursed as grants to community based AIDS-related organizations; and,
- Not less than \$10,000 but no more than \$50,000 is reserved for the 1995 Dance-a-thon.

MAA will make all good faith efforts to ensure the success of the 1994 Dance-a-thon. However, MAA makes no guarantee regarding the financial results of the event and will not be liable to any participating agency if the event fails to reach projected income goals. In the event

Can we insert
item 2 from the
last contract here?

In the event that
MAA is able to
substantially

and MAA will consider renegotiation of this contract for
the 1995 event.

? more? less? OK as to

that the 1994 Dance-a-thon experiences a net loss, no disbursements will be made.

Distributions

3. SFAF agrees to advance organizing "seed money" not to exceed \$325,000 for the 1994 and 1995 Dance-a-thons.
4. SFAF shall advance \$325,000 in organizing "seed money" to the Dance-a-thon account as follows:
 1. \$50,000 on or before October 1, 1993.
 2. \$50,000 on or before November 1, 1993.
 3. \$62,500 on or before December 1, 1993.
 4. \$62,500 on or before January 1, 1994.
 5. \$50,000 on or before February 1, 1994.
 6. \$50,000 on or before March 1, 1994.

These funds are guaranteed by MAA and shall be repaid to your agency within 7 (seven) days of the event.

5. SFAF's contribution to organizing costs for the 1995 Dance-a-thon shall be agreed upon by both groups by September 30, 1994 in accordance with paragraph 3 of this contract.
6. SFAF agrees to serve as the fiscal agent for the 1994 and 1995 Dance-a-thons.
7. SFAF shall provide Miller, Zeichik and Associates (hereinafter "MZA"), producers of the event, with appropriate mailing and volunteer lists utilized in the San Francisco AIDS Walk-a-thon by a date and in a format determined by MZA.

MAA and the producers will not sell, lease or otherwise furnish your donor list to any third party for any purpose, without your consent.

Names of dancers and sponsors will not be available for use by participating agencies. MAA may use these names in recruiting for future Dance-a-thons.

8. SFAF will ensure that all dancers are informed that checks must be made payable to "AIDS Dance-a-thon." Dance-a-thon participants and sponsors shall not have the right to designate which specific AIDS related organizations are to receive their sponsorship or contributions.

All donations made in relation to the Dance-a-thon, from whatever source, will be deposited into the Dance-a-thon account and the distribution of all proceeds shall be from moneys from that account. All moneys raised as a result of the Dance-a-thon, regardless of the dancers' or sponsors' organizational affiliations, shall be calculated into the "total gross revenue."

9. SFAF agrees to allow the Dance-a-thon to use its name as a beneficiary of the event in any publicity or promotional materials for the event.
10. SFAF will make all good faith efforts to publicize the event, to recruit participants and to contribute to the overall success of the event. Activities may include, but are not limited to, promoting the event in mailings or newsletters, publicizing the event at educational or community events, and encouraging your agency's board members, staff and supporters to participate.
11. All Dance-a-thon advertisements and materials used for publicity or promotion of the event shall be approved and coordinated, prior to distribution, by MZA.
12. MAA agrees to hire MZA as producers of the 1994 and 1995 Dance-a-thons. MAA further agrees that failure to do so will render this contract null and void.
13. SFAF agrees not to organize or participate in any AIDS Dance-a-thons held in San Francisco within twelve months of the 1994 San Francisco AIDS Dance-a-thon.

SFAF further agrees not to sponsor or participate in fund raising activities benefiting AIDS related organizations, other than the 1994 Dance-a-thon, on or about the date of the Dance-a-thon.

14. Local, community based, AIDS related organizations shall be included as beneficiaries of the Dance-a-thons. MAA reserves the right and responsibility to select and determine the role of these groups. MAA agrees to consult extensively with SFAF regarding these arrangements.
15. SFAF agrees that MAA's role in the 1994 and 1995 San Francisco AIDS Walk-a-thons shall not diminish. MAA will receive not less

than 5% of the net proceeds of the 1994 and 1995 San Francisco AIDS Walk-a-thon.

16. The individuals executing this contract on behalf of SFAF and MAA represent that execution of this contract has been authorized and directed by the governing body of the respective organizations if necessary and that they have the authority to execute the same on behalf of said organizations.
17. This contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. No change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

This contract is effective immediately upon signing on behalf of all parties.

San Francisco AIDS Foundation:

Pat Christen
Executive Director

Date

Mobilization Against AIDS:



Michael Shriver
Executive Director

Date



BOARD OF
DIRECTORS

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TOM LLOYD, CO-CHAIR
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MARK LENO, SECRETARY
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STEPHEN MOREY
MARTHA NISSEN
TOM O'CONNOR
DON SLOAN
REGGIE WILLIAMS
PAUL BONEBERG, EXECUTIVE DIRECTOR

CONTRACT

This contract is entered into by and between Mobilization Against AIDS (here after called MAA) and the San Francisco AIDS Foundation (here after called SFAF) regarding the San Francisco AIDS Dance-a-thons (here after called Dance-a-thons) next scheduled to be held in San Francisco in March or April of 1993 and 1994.

1. Both SFAF and MAA reaffirm the Dance-a-thons are a creation and activity managed under the auspices of MAA. MAA reserves for itself all final decisions regarding all future Dance-a-thons except as may be explicitly stated in this or other contracts. MAA assumes full responsibility and liability for said Dance-a-thons except as may be explicitly delegated in this or other contracts.
2. MAA gratefully acknowledges its long supportive relationship with SFAF and wishes to extend to SFAF a role as principle beneficiary of the 1993 and 1994 Dance-a-thons.
3. SFAF shall receive fifty percent (50%) of the net proceeds of the 1993 and 1994 Dance-a-thon.
4. SFAF agrees that "net proceeds" as referred to in clause 3 refer to those 1993 and 1994 funds which remain after:
 - a. All expenses are paid;

page two - dance

- b. All seed money is returned;
 - c. Twenty-Five Thousand (\$25,000) is dispersed as grants to local AIDS groups;
 - d. Fifty thousand (\$50,000) is contributed each year for future organization expenses.
5. SFAF agrees to advance to the Dance-a-thons organizing "seed money" not to exceed \$250,000 for the 1993 and 1994 Dance-a-thons.
6. SFAF agrees to assist MAA to ensure the success of the Dance-a-thons. SFAF agrees that this will involve SFAF involvement in volunteer recruitment, underwriting leads, media relations, and publicity efforts in 1993 and 1994 to dramatically increase the scale and success of the event.
7. SFAF agrees to advance to the Dance-a-thon organizing seed money of the 1993 Dance-a-thon two hundred and fifty thousand dollars (250,000) in the following manner:
- A. Fifty thousand dollars (50,000) on or before October 26, 1992.
 - B. Fifty thousand dollars (50,000) on or before November 1, 1992
 - C. Fifty thousand dollars (50,000) on or before December 1, 1992.
 - D. Fifty thousand dollars (50,000) on or before January 1, 1993.
 - E. Fifty thousand dollars (50,000) on or before February 1, 1992.

This money shall be repaid from the first proceeds of the Dance-a-thons within seven days of the event.

page three - dance

8. SFAF's contribution to organizing costs of the 1994 Dance-a-thon shall be agreed upon by both groups by September 30, 1993 in accordance with paragraph 5 of this contract.

9. SFAF agrees to serve as fiscal agent for the 1993 Dance-a-thon subject to the finalization of a satisfactory accounting and decision making process to be agreed upon by SFAF and MAA at a future date.

10. SFAF agrees that within the overall effort to support the Dance-a-thons it shall specifically make available in a timely manner appropriate mailing lists including those utilized in the San Francisco AIDS Walk-a-Thon and volunteer lists.

11. MAA agrees that it is its intention to hire Miller, Zeichik and Associates as producers of the 1993 and 1994 Dance-a-thons and that failure to do so will render this contract null and void.

12. MAA agrees that other groups shall be included as beneficiaries of the Dance-a-thons. Although it reserves the right and responsibility for selecting these groups and arranging their roles in the event MAA agrees to consult extensively with SFAF regarding these arrangements.

13. SFAF agrees that MAA's role in the 1993 and 1994 San Francisco AIDS Walk-a-thons shall not be diminished. Therefore, MAA will receive not less than 5% of the "net proceeds" of the San Francisco AIDS Walk-a-thon in both 1993 and 1994. MAA agrees that net proceeds from the Walk-a-thon will be determined by SFAF in a manner similar to that in clause 4 of this contract. MAA agrees therefore that seed money for the 1993 and

page 4 - dance contract

1994 Walk-a-thons and grants shall be given from the Walk-a-thon before net proceeds are determined. SFAF agrees that AIDS Walk San Francisco monies will not exceed \$100,000 without MAA's permission before the "net proceeds" figure is determined.

14. Both SFAF and MAA reiterate their good will to each other and their intent to improve and expand the San Francisco AIDS Dance-a-thons for the benefit of the San Francisco AIDS community and people fighting HIV disease.

This contract is immediately effective upon signing on behalf of both parties.

Dated October 13, 1992

By Paul Boneberg
Paul Boneberg
Executive Director
Mobilization Against AIDS

Dated 10/14/92

By Pat Christen
Pat Christen
Executive Director
San Francisco AIDS Foundation

CONTRACT

This contract is entered into by and between Mobilization Against AIDS (hereinafter "MAA") and the San Francisco AIDS Foundation (hereinafter "SFAF") regarding the San Francisco AIDS Dance-a-thon (hereinafter "Dance-a-thon"), a fund raising event benefiting AIDS organizations, scheduled to take place on March 12, 1994 in San Francisco.

1. SFAF recognizes that the Dance-a-thon is a fund raising activity managed by MAA. MAA reserves for itself all final decisions regarding all Dance-a-thons except as may be explicitly stated in this or other contracts. MAA assumes full responsibility and liability for the 1994 Dance-a-thon except as may be explicitly delegated in this or other contracts.
2. MAA gratefully acknowledges its long supportive relationship with SFAF and wishes to extend to SFAF a role as principle beneficiary of the 1994 and 1995 Dance-a-thons.
3. SFAF shall receive 50% of the net proceeds of the 1994 Dance-a-thon. No specific dollar amount is guaranteed and will depend on the financial success of the event.

SFAF shall receive 50% of the net proceeds of the 1995 Dance-a-thon. In the event that MAA is able to substantially contribute organizing "seed money" to the 1995 event, SFAF and MAA will consider renegotiation of this contract for the 1995 event.

Net proceeds shall be considered funds which remain after:

- a. All event expenses are paid;
- b. All seed money is returned;

- c. \$50,000 is disbursed as grants to community based AIDS related organizations; and,
- d. \$5,000 is reserved for the 1995 Dance-a-thon.

MAA will make all good faith efforts to ensure the success of the Dance-a-thons. However, MAA makes no guarantee regarding the financial results of the events and will not be liable to any participating agency if the events fail to reach projected income goals. In the event that the Dance-a-thons experience a net loss, no disbursements will be made.

- 3. Distributions of net proceeds are scheduled to occur on or about the following dates:

Distribution 1: March 22, 1994

Distribution 2: May 6, 1994

Distribution 3: June 30, 1994

- 4. SFAF agrees to advance organizing "seed money" not to exceed \$325,000 for the 1994 and 1995 Dance-a-thons.
- 5. SFAF shall advance \$325,000 in organizing "seed money" to the Dance-a-thon account as follows:
 - 1. \$5,000 on or before November 1, 1993.
 - 2. \$45,000 on or before November 15, 1993.
 - 3. \$62,500 on or before December 6, 1993.
 - 4. \$50,000 on or before December 20, 1993.
 - 5. \$62,500 on or before January 3, 1994.
 - 6. \$50,000 on or before January 31, 1994.
 - 7. \$50,000 on or before February 28, 1994.

These funds are guaranteed by MAA and shall be repaid to your agency within 7 (seven) days of the event.

6. SFAF's contribution to organizing costs for the 1995 Dance-a-thon shall be agreed upon by both groups by September 30, 1994 in accordance with paragraph 3 of this contract.
7. SFAF agrees to serve as the fiscal agent for the 1994 and 1995 Dance-a-thons.
8. SFAF shall provide Miller, Zeichik and Associates (hereinafter "MZA"), producers of the event, with appropriate mailing and volunteer lists utilized in the San Francisco AIDS Walk-a-thon by a date and in a format determined by MZA.

MAA and the producers will not sell, lease or otherwise furnish your donor list to any third party for any purpose, without your consent.

Names of dancers and sponsors will not be available for use by participating agencies. MAA may use these names in recruiting for future Dance-a-thons.

9. SFAF will ensure that all dancers are informed that checks must be made payable to "AIDS Dance-a-thon." Dance-a-thon participants and sponsors shall not have the right to designate which specific AIDS related organizations are to receive their sponsorship or contributions. All donations made in relation to the Dance-a-thon, from whatever source, will be deposited into the Dance-a-thon account and the distribution of all proceeds shall be from moneys from that account.
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13. MAA agrees to hire MZA as producers of the 1994 and 1995 Dance-a-thons. MAA further agrees that failure to do so will render this contract null and void.
14. SFAF agrees not to organize or participate in any AIDS Dance-a-thons held in San Francisco within twelve months of the 1994 San Francisco AIDS Dance-a-thon.

SFAF further agrees not to sponsor or participate in fund raising activities benefiting AIDS related organizations, other than the 1994 Dance-a-thon, on or about the date of the Dance-a-thon.

15. Local, community based, AIDS related organizations shall be included as beneficiaries of the Dance-a-thons. MAA reserves the right and responsibility to select and determine the role of these groups. MAA agrees to consult extensively with SFAF regarding these arrangements.

A total of \$75,000 will be awarded to these organizations. \$50,000 will be provided directly from income raised by the event. MAA shall provide the remaining \$25,000 directly from its share of the proceeds.

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organizations if necessary and that they have the authority to execute the same on behalf of said organizations.

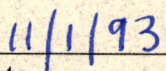
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San Francisco AIDS Foundation:

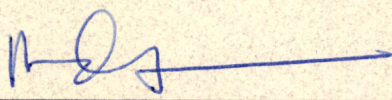


Pat Christen
Executive Director

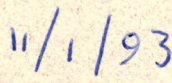


Date

Mobilization Against AIDS:



Mike Shriver
Executive Director



Date



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DIRECTORS

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TOM LLOYD, CO-CHAIR
TOM BROUGHAM, TREASURER
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PAUL BONEBERG, EXECUTIVE DIRECTOR

CONTRACT

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1. Both SFAF and MAA reaffirm the Dance-a-thons are a creation and activity managed under the auspices of MAA. MAA reserves for itself all final decisions regarding all future Dance-a-thons except as may be explicitly stated in this or other contracts. MAA assumes full responsibility and liability for said Dance-a-thons except as may be explicitly delegated in this or other contracts.
2. MAA gratefully acknowledges its long supportive relationship with SFAF and wishes to extend to SFAF a role as principle beneficiary of the 1993 and 1994 Dance-a-thons.
3. SFAF shall receive fifty percent (50%) of the net proceeds of the 1993 and 1994 Dance-a-thon.
4. SFAF agrees that "net proceeds" as referred to in clause 3 refer to those 1993 and 1994 funds which remain after:
 - a. All expenses are paid;

page two - dance

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 - c. Twenty-Five Thousand (\$25,000) is dispersed as grants to local AIDS groups;
 - d. Fifty thousand (\$50,000) is contributed each year for future organization expenses.
5. SFAF agrees to advance to the Dance-a-thons organizing "seed money" not to exceed \$250,000 for the 1993 and 1994 Dance-a-thons.
6. SFAF agrees to assist MAA to ensure the success of the Dance-a-thons. SFAF agrees that this will involve SFAF involvement in volunteer recruitment, underwriting leads, media relations, and publicity efforts in 1993 and 1994 to dramatically increase the scale and success of the event.
7. SFAF agrees to advance to the Dance-a-thon organizing seed money of the 1993 Dance-a-thon two hundred and fifty thousand dollars (250,000) in the following manner:
- A. Fifty thousand dollars (50,000) on or before October 26, 1992.
 - B. Fifty thousand dollars (50,000) on or before November 1, 1992
 - C. Fifty thousand dollars (50,000) on or before December 1, 1992.
 - D. Fifty thousand dollars (50,000) on or before January 1, 1993.
 - E. Fifty thousand dollars (50,000) on or before February 1, 1992.

This money shall be repaid from the first proceeds of the Dance-a-thons within seven days of the event.