

**PRO RODEO PRODUCTIONS OF POWAY/AMERICAN LUNG ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**I. Parties to the MOU**

This Memorandum of Understanding between the American Lung Association and Pro Rodeo Productions of Poway (commonly referred to as the Poway Rodeo) is to establish a broad framework of cooperation for making the Poway Rodeo tobacco free. From herein the described parties will be noted as "the partners".

**II. Duration of Agreement**

This agreement covers the period from March 8, 2004 to December 31, 2004

**III. Pro Rodeo Productions of Poway/Poway Rodeo**

The Poway Rodeo agrees to the followings:

Will not accept or allow any tobacco-related sponsorships or advertising for the 2004 performances.

Will not accept or allow any other benefit (such as scoreboard) that promotes a tobacco brand, product or company name to be used during any of the performances.

Will not distribute or sell tobacco products that are identified with a tobacco company.

Will designate areas that are to be smoke-free and will place signs to communicate this to the general public.

**IV. American Lung Association**

The American Lung Association agrees to the followings:

Host and arrange for a news conference announcing the partnership at a time mutually agreed on by both partners.

Assist with promotions of the rodeo to include radio and television spots

Provide potential sponsorship leads to the Sponsorship Committee

**V. Dispute Resolution**

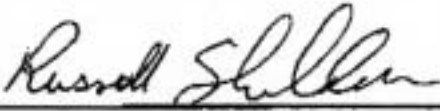
The parties hereto shall first attempt to resolve all disputes informally at the lowest level. If dispute resolution is not accomplished, any party may call a meeting of "the partners" to formally discuss and resolve all disputes.

#### VI. Modification/Termination

This MOU constitutes the entire agreement between the parties hereto. This MOU may be modified, altered, revised, extended or renewed by mutual written consent of all parties, by the issuance of a written amendment, signed and dated by all parties.

Any party to this MOU, may terminate their participation, by giving not less than thirty (30) calendar day's prior written notice of intent to terminate.

#### VII. Signatures

 5/7/04

Chairman, Pro Rodeo Productions of Poway

 5/7/04

Director, American Lung Association (San Diego County)