

Mailing List Rental Agreement

NFPA's mailing list contains over 8,000 names and addresses of its members and practicing paralegals throughout the United States.

This Agreement, made this ____ day of _____, 20 ____, is between NFPA and _____ (hereinafter called the User).

1. User acknowledges that the mailing list is for a one time mailing, exclusively for the agreed product or service described in the sample mailing piece approved by NFPA. Any alterations, substitutions, or amendments to the sample mailing piece must be approved in advance, in writing, by NFPA.
2. The mailing list will not be used for mailing with respect to the following items: tobacco; alcoholic beverages; firearms; gambling; pornographic materials; and any other items or subjects added to this list from time to time (prior notice of which need not be provided to User). No reference will be made to NFPA in any mailing using the mailing list unless otherwise agreed to in writing, in advance, by NFPA.
3. NFPA reserves the right to refuse to sell the mailing list for any reason.
4. User agrees not to (a) copy, transfer, reproduce or retain in any form whatsoever all or any part of the mailing list or permit a third party, agent, employee or contractor and their respective agents to do any of the foregoing; (b) disclose the identity of NFPA as the source of the mailing list to any third party; (c) User acknowledges that the list remains the sole and exclusive personal property of NFPA.
5. User acknowledges and agrees to the fact that the mailing list has and will continue to be monitored to prevent improper use thereof by a combination of planted or varied names and addresses.
6. User agrees to indemnify and hold harmless NFPA for any and all claims, damages, losses, or expenses however incurred or occasioned by the use of its list contrary to the provisions of this Agreement by the User or any of those referred to above.
7. The mailing list may be ordered by zip code or by state. The cost of the rental is \$0.20 per name with a minimum order of 1,000 names. The minimum purchase is \$200 plus a \$50 processing charge.
8. Electronic data (via email) will be provided to a bonded mailing house only. The name and address of the mailing house must be provided by User. Only mailing labels will be submitted directly to the User if a mailing house is not used.
9. User must submit payment with the executed copy of this Agreement unless other financial arrangements have been made.
10. User must submit a copy of the mailing with the executed copy of this Agreement.

