

ASA-CSSA-SSSA Mailing List Rental Contract

AMERICAN SOCIETY OF AGRONOMY
CROP SCIENCE SOCIETY OF AMERICA
SOIL SCIENCE SOCIETY OF AMERICA

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CSSA 608-273-8086 • www.crops.org • email: headquarters@crops.org
SSSA 608-273-8095 • www.soils.org • email: headquarters@soils.org

Mailing List Rental Contract

List Renter: _____

List Requested: 2014 Annual Meeting Attendees

Deliverable: Excel file

Purpose:

Estimated Cost: Annual Meeting Exhibitor-- No Charge

List Renter understands that the above member lists are the exclusive property of ASA, CSSA, and SSSA and are received by **List Renter** in confidence and it will not be identified as a source of the LIST at any time. **List Renter** will not resell, disclose, transfer, duplicate reproduce or retain in any form any part of such list, nor will it permit any third party to do so. **List Renter** agrees that the LIST is a valuable asset of ASA, CSSA, and SSSA and that it is protected under copyright and as a Trade Secret.

List Renter agrees to a one-time mailing of the LIST for a specifically pre-approved mailing piece, within 30 days of the delivery date on the accepted order. If the anticipated mailing date is greater than 30 days from the file delivery date, a mailing date must be provided for ASA, CSSA, and SSSA approval.

List Renter is permitted to use the LIST in a merge/purge only for the purpose of eliminating duplicate names. **List Renter** will not process the LIST against other lists to enhance, tag, verify or add to those other lists unless **List Renter** has received prior written consent from ASA, CSSA, and SSSA. All net name arrangements MUST be approved prior to the merge/purge.

The recipient of the LIST agrees to check each list order carefully and fully understands that the **List Renter** is ultimately responsible for the mail.

All electronic files may generate one set only of names and no electronic/printed copy will be retained. After use, the electronic file must be deleted.

Unauthorized REUSE of the LIST is a violation of the List Rental Contract. Authorized REUSE may be done by separate agreement with **List Renter** and ASA, CSSA, and SSSA. At no time may this list be used as a qualifying source of circulation.

In the event the **List Renter** or its agents or contractors uses the LIST contrary to the provisions of this contract, the **List Renter** shall be held unconditionally responsible. Any costs/expenses incurred by ASA, CSSA, and SSSA in enforcing this contract, including attorney's fees, will be the **List Renter's** responsibility.

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List Renter acknowledges that at all times, the LIST remains the sole property of ASA, CSSA, and SSSA.

List Renter acknowledges and agrees that the LIST contains names and addresses to monitor improper and unauthorized usage. **List Renter** may not employ any method to detect, alter or eliminate those names and addresses.

List Renter understands and agrees that ASA, CSSA, and SSSA make no representations or warranties with respect to the LIST. **List Renter** agrees to indemnify and hold harmless ASA, CSSA, and SSSA from any and all claims, damages, losses or expenses, however incurred, occasioned by the use of the LIST(S).

Any violation of the contract by the **List Renter** or its representatives will cause the rental license to be automatically rescinded and subject to legal action.

Unless pre-payment is required, **List Renter** agrees to make full payment to ASA, CSSA, and SSSA within 30 days from the file delivery date. ASA, CSSA, and SSSA will hold responsible for payment whatever party has signed the contract. Sales or use taxes are the responsibility of the invoiced customer.

We agree by signing below all terms and conditions of this contract. Any use of LISTS provided by ASA, CSSA, and SSSA is prohibited unless a List Rental Contract is executed.

List Renter Company_____

Authorized Representative_____

Title_____

Signature_____

Date_____