

NSGC MAILING LIST RENTAL AGREEMENT

The List Renter acknowledges that the NSGC Membership Mailing List and any portion thereof, are the exclusive property of the National Society of Genetic Counselors.

- 1) The List Renter shall rent the NSGC Membership Mailing List for the fee and terms stated in the invoice and this Agreement.
- 2) The List Renter acknowledges and agrees that the NSGC Mailing List, and any portions thereof, is the exclusive property of NSGC and the rental and payment gives no ownership rights to List Renter.
- 3) The List Renter shall provide NSGC with a complete sample of the mailing piece for approval prior to release of the mailing.
- 4) The List Renter agrees that all names and addresses furnished are provided on a rental basis for **one-time** use only. The List Renter guarantees the names and addresses shall not be copied, reused, sold, electronically reproduced, or used by any party except as specified in the written order to the List Owner. The List Renter shall mail only the sample mailing piece which has been approved by NSGC. The List Renter or its agents shall not transfer names or information to its own customer files or re-contact names derived from the mailing list, or provide the names for another to make such contact, without prior written approval of NSGC.
- 5) Upon completion of each one-time mailing, the List Renter shall immediately destroy all unused mailing labels, letters, envelopes and other typed or printed matter which contain names and addresses supplied by the NSGC.
- 6) The List Renter shall make a full payment for the mailing list in the amount specified in NSGC's invoice for each order within **30 days of date of invoice.**
- 7) The List Renter agrees that the rental conditions herein shall apply to any present and future rentals of the NSGC Membership Mailing List.
- 8) If the completed order is determined to be incorrect, List Renter must notify the NSGC Executive Office within 30 days after receipt of order. Otherwise the order shall be determined correct and payment in full shall be due.
- 9) The List Renter understands that there is a NO-RETURN POLICY on all label orders. If List Renter has any doubts of how the order will be perceived when processed, then the NSGC Executive Office must be contacted by List Renter for clarification before placing the order. No refunds or credits will be made after an order has been processed.
- 10) All label counts received by the List Renter from NSGC prior to completion of the actual mailing list are approximate and subject to change daily. NSGC shall not be responsible for shortages or overruns of materials based on estimates.
- 11) Rented lists do not include NSGC members who have requested not to receive information other than NSGC business.
- 12) NSGC reserves the right to "seed" their lists using decoy names to protect against unauthorized use.
- 13) NSGC's liability for any damages or losses incurred by List Renter through the use of any list shall be limited to the actual cost of the Mailing List rental paid by List Renter to NSGC and constitutes liquidated damages for any liability.
- 14) This agreement represents the entire agreement and understanding between the parties with respect to the subject matter it may not be amended, modified or terminated except by the written consent of both parties.

Name _____ Date _____

Title _____ Signature _____

Firm/Company _____

Email Address _____ Phone _____

MAILING LIST ORDER FORM AND RENTAL CONTRACT

Complete this form and the List Rental Agreement and fax to 312/673-6972.

Format (select one)

Mailing addresses

All orders will be sorted in ascending zip code order

- Mailing list via email (comma-delimited file)
- Mailing list on disk (comma-delimited file)
- Avery self-adhesive labels (1" x 2-5/8")

Geographic Area (select one)

- Entire list (U.S. and Foreign)
- U.S. only
- NSGC Region(s) _____
- NSGC Special Interest Group (SIG) _____
- Specific state(s) [limit of 10] _____
- _____
- _____

Designation

- All members
- Full members only
- Associate members only
- Student members only
- Emeritus members only

Shipping Fee (for disk & label orders)

- First class mail (no charge)
- Fed Ex overnight (\$15.00)
- Fed Ex two-day (\$10.00)

List Fee (orders will be invoiced)

- \$1000 for entire mailing list
- 40 cents per name for specific Regions/SIGs/States/Designations (\$75 minimum order not to exceed \$1000)

Non-Profit List Fees (orders will be invoiced)

- \$450 for entire mailing list
- 20 cents per name for specific Regions/SIGs/States/Designations

BILL TO:

Name _____
Company _____
Address _____

City _____
State _____ Zip Code _____
Phone # _____
Purchase Order # (if required) _____

DELIVER TO (Mail or Email):

Name _____
Company _____
Address _____

City _____
State _____ Zip Code _____
E-mail address _____

◆◆◆ A sample of the mailing piece and signed Rental Agreement must be included with your order ◆◆◆

Please note: NSGC reserves the right to not sell mailing lists for conferences that are being in conflict with an NSGC-sponsored conference. Rental of NSGC mailing lists to outside vendors and/or entities does not constitute an endorsement or guarantee of the product or service being marketed.

Delivery: While standard turn-around time for all requests is five to ten business days, we guarantee that all requests will be filled within three weeks from the time the request is made to the Executive Office. A rush fee of \$60* applies to any order requested to be filled within three business days. Please give the NSGC Executive Office as much advance notice as possible, as we need to make sure your information is processed in a timely manner.

*This price is subject to change without notice. Please contact NSGC to verify current rate.

NSGC MAILING LIST USAGE POLICY

The National Society of Genetic Counselors (NSGC) membership names and addresses are proprietary. The NSGC is the sole owner of the membership names and addresses, and rents them for a **one-time** use only. NSGC requires pre-approval of the items to be mailed to its membership and in its sole discretion will judge the suitability of materials for mailing to its members. NSGC reserves the right to refuse list sales to any company or individual, at its sole discretion.

NSGC **does not authorize** the use of its membership names and addresses for the following purposes:

- 1) Copying and entering names and addresses from the provided labels into a client's database, for the purpose of personalized mailings or any other purpose.
- 2) Announcements of educational programs, equipment, or other products and services not relating to the field of genetic counseling.
- 3) Use of member names and addresses for on-site visits to members' homes/offices for any reason.

In addition:

- 1) NSGC shall not act as a broker, through providing its membership label set for any products or service not manufactured or provided directly by the buyer of the set.
- 2) Direct mailing list brokers soliciting the NSGC membership label set on behalf of a client assume total responsibility for on-time payment to the NSGC, regardless of the client's payment standing with the broker.

The use of the NSGC membership names and addresses in any of the ways prescribed above, or violation of any part of the NSGC Mailing List Rental Agreement shall be cause for, at the minimum, permanent disqualification of the buyer from use of the NSGC membership set. It shall also be grounds for breach of contract and legal action.

Rental of NSGC mailing lists to outside vendors and/or entities does not constitute an endorsement or guarantee of the product or service being marketed.