

**Bethesda List Center, Inc.**

4300 Montgomery Avenue, Ste 204-B
 Bethesda, MD 20814
 Main: 301.986.1455 Fax 301.907.4870
 Web www.bethesda-list.com
 eMail info@bethesda-list.com

Mailing List

Rental Order Form

Please complete the order form below and fax or email it with a copy of your mail-piece (brochure, postcard, etc) to info@bethesda-list.com.

Please complete. All Items below w/ the ☒ symbol are required.

Date: ☒ _____ PO # ☒ _____
 Estimated Mail Date ☒ _____ (a purchase order number is required on all orders that are billed)

Ordered By:

Name ☒ _____ Title ☒ _____
 Company ☒ _____
 Street Address ☒ _____ City, State, ZIP ☒ _____
 Phone ☒ _____ Email ☒ _____

Ship To: (if same as ordered by- leave blank)

Name _____ Company _____
 Address _____ City, State, ZIP _____
 Phone _____ Email _____

Selections:**Delivery/Misc** (see below):**Delivery/Format**

- ☐ Email Delivery of List (EDT) ASCII Comma Delimited Format (add \$100/F)
☐ PS Labels (Peel & Stick Labels) (add \$10/M + shipping)

MISC

- ☐ Key coding (add \$10/M)

List Rental Cost: Prepayment is required on ALL first time orders. Payments accepted are below. (If you did not receive a quote in advance, please leave this blank):

Total Number of Names (' \$\$\$ \$name minimum order): _____ **Total Cost:** _____

Payment Information: ☐ VISA ☐ MasterCard ☐ American Express ☐ Check (made payable to Bethesda List Center, Inc.)

CC# _____ CVN # _____ Exp Date _____ / _____

Please complete information below as it appears on your credit card account. All info is required.

Name _____
 Street Address _____
 City, State, ZIP _____
 Phone _____ Email _____

TERMS & CONDITIONS: 1. Stated prices are for one-time usage only. 2.. Payment in full is required within 30 days of an invoice. Bethesda List Center, Inc has the right to ask for pre-payment on any order. 3. Cancellations must be in writing and accompanied by the returned names and are subject to running charges. Orders canceled after mail date will be billed at full price. 4. Bethesda List Center and/or list owner are not liable for any damages or loss sustained through use of this list, or for any special or consequential damages, and in no event shall our liability exceed the price of the list.

I understand and agree to the terms and conditions above. (Orders will not be processed without valid signature)

Print Name ☒ _____ Title ☒ _____
 Signature ☒ _____ Date ☒ _____



2018 List Rental/Data Handler Agreement

This agreement between INFOCUS Marketing (Broker/Agent of List Owner) and (Mailer/Service Bureau) _____ in regards to information being provided as part of the rental of INFOCUS Managed mailing lists. INFOCUS Marketing is providing a managed list to (List/Renter/Mailer) _____. This agreement shall automatically renew for successive periods of one year unless terminated by giving sixty (60) days written notice by either party.

End User/Mailer understands and agrees that the INFOCUS managed lists are valuable proprietary assets of the LIST OWNER represented and remains at all times their exclusive property, a trade secret protected by laws and the terms of this Agreement. As End-User/Mailer wishes to be granted a limited non-exclusive, non transferable license for use, End-User/Mailer unconditionally agrees to the following terms and restrictions:

1. The file provided will be used for the offer specified in the list order as a one-time use. Such use is exclusively for the production of mailing a single run of names to use in their campaign. You are allowed to perform a merge-purge on these names solely for the purpose of eliminating duplicate mailings in conjunction with that campaign. Any other use is prohibited and could subject you to penalties up to 10 times the list rental price plus all costs and expenses arising out of the collection or litigation relating to said breach including attorney's fees and court costs.
2. The List Renter/Mailer and Service Bureau have agreed to the following:
 - a. The List Renter/Mailer, or its service organizations, may not enhance their house file or any other file by using the names, addresses or any other information, whether specific or inferred, obtained from the rented mailing list from INFOCUS Marketing. Retention of the list for coding enhancements is prohibited. Data may be retained for the purpose of analysis but will be prohibited from further use 90-days after the mail date.
 - b. The List Renter/Mailer, or its service organizations, may not retain change of address information on a rented list obtained prior to, and expressly for, a given mailing; nor may a List Renter/Mailer employ an "address correction request" program on rented lists for the purpose of retaining the information derived from the program.
 - c. The List Renter/Mailer, or its service organizations, may not employ any method to detect decoy names or alter or eliminate decoys.
 - d. The List Renter/Mailer, or its service organizations, may not append telephone numbers to rented list nor use it for telephone solicitation.
 - e. List Renter/Mailer agrees to indemnify and hold harmless List Owner and Broker/Agent of List Owner for any and all damages from omissions or misproductions.
3. List Owner has the right to refuse rental or list information to any party for any reason whatsoever. List provided is for a one-time use unless specifically stated on Purchase Order and no reproduction or copies, electronic or material, may be retained by End-USER/Mailer or its agents. List must be used within 6 months of initial receipt of database. Change of mail dates are subject to LIST OWNER approval. All cancellations must be in writing prior to mail date. If



cancelled after mail date all revenues are due and payable immediately upon cancellation. Orders cancelled before mail date and after shipment will be subject to not less than \$100 minimum cancellation charge and \$10/M run charges. Non-use cancellations are not accepted. END-USER/MAILER agrees that non-use records cannot be mailed for any campaigns at any future time. END-USER/MAILER agrees that any invoice deductions (Nixies, Duplicate Records, DMA Panders or any other deduction not named hereof) without providing actual omitted records to INFOCUS Marketing be in the form of a file dump accompanied by computer verification from an accredited mailing service bureau within 10 days of mail date. In any case, END-USER/MAILER agrees to submit records for verification upon demand. All invoiced amounts are due upon receipt of invoice. END-USER/MAILER is responsible for any damages, regardless of the form of action. Under no circumstances shall BROKER be liable for incidental, consequential, special, or exemplary damages of any kind or for lost profits.

4. This agreement will be governed by Virginia Laws and any disputes arising from this agreement between the parties agree to resolve them under exclusive jurisdictions in the Commonwealth of Virginia.

Broker **Bethesda List Center** _____

List Renter/Mailer _____

Signature _____

Signature _____

Name **Barbara Higgins** _____

Name _____

Title **Vice President** _____

Title _____

Company **Bethesda List Center** _____

Company _____

Date _____

Date _____

Form Updated: 01/04/2018