

## SGNA Direct Mail Service List Rental agreement

The List Renter acknowledges that the SGNA Membership Mailing Lists and any portion thereof, are the exclusive property of the Society of Gastroenterology Nurses and Associates, Inc. hereafter known as the List Owner.

- 1) The List Renter shall rent the SGNA Membership Mailing List for the fee and terms stated in the invoice and this Agreement.
- 2) The List Renter acknowledges and agrees that the SGNA Mailing List, and any portions thereof, is the exclusive property of the List Owner and the rental and payment gives no ownership rights to List Renter.
- 3) **The List Renter shall provide the List Owner 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 List Owner. 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 List Owner.
- 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 List Owner.
- 6) The List Renter shall make a full payment for the mailing list in the amount specified in the List Owner'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 SGNA Membership Mailing List.
- 8) If the completed order is determined to be incorrect, List Renter must notify the SGNA Headquarters 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 SGNA Headquarters 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 List Owner prior to completion of the actual mailing list are approximate and subject to change daily. List Owner shall not be responsible for shortages or overruns of materials based on estimates.
- 11) List Owner reserves the right to "seed" their lists using decoy names to protect against unauthorized use.
- 12) List Owner'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 List Owner and constitutes liquidated damages for any liability.
- 13) 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

**BILL TO:**

**SHIP TO:**

SGNA Headquarters  
401 North Michigan Avenue, Chicago, IL 60611-4267 (800) 245-7462, Fax (312) 673-6694

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**SEQUENCE**

- Ascending Numeric by Zip Code
- Ascending Alphabetic by Last Name

- Format:  ASCII Comma Delimited  Microsoft Excel
- ASCII Tab Delimited  Microsoft Word

*\*Please contact HQ should you require another format. There may be an additional charge based on the request and HQ capabilities.*

E-mail to: \_\_\_\_\_

**SELECTION**

- SGNA Annual Course Pre Registration List
- Entire SGNA Membership List *(For all SGNA members, check this box and go to the PRICING section of this form.)*

**Professional Setting:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Free Standing/Ambulatory   | <input type="checkbox"/> Equipment Sales | <input type="checkbox"/> GI Clinic         |
| <input type="checkbox"/> GI Nursing Floor           | <input type="checkbox"/> Inpatient Only  | <input type="checkbox"/> Outpatient Only   |
| <input type="checkbox"/> Inpatient/Outpatient Combo | <input type="checkbox"/> Manufacturer    | <input type="checkbox"/> Physicians Office |

**Position:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Administrative/Director | <input type="checkbox"/> Clinical Specialist | <input type="checkbox"/> Consultant             |
| <input type="checkbox"/> Educator                | <input type="checkbox"/> Head Nurse          | <input type="checkbox"/> Researcher             |
| <input type="checkbox"/> Staff Nurse             | <input type="checkbox"/> Nurse Practitioner  | <input type="checkbox"/> Supervisor/Coordinator |
| <input type="checkbox"/> Sales                   | <input type="checkbox"/> Technician          |   |

**Geographic Area:**

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> All locations                    | <input type="checkbox"/> United States Only               | <input type="checkbox"/> Canada Only |
| <input type="checkbox"/> United States and Canada         | <input type="checkbox"/> Outside United States and Canada |                                      |
| <input type="checkbox"/> The following States only: _____ |   |                                      |
| <input type="checkbox"/> Other: _____                     |   |                                      |

**PRICING**

All costs are based on a per name basis. The current rate is \$0.35\* per name and is inclusive of taxes and shipping/handling charges for regular mail delivery. Overnight or second-day delivery is the responsibility of the List Renter and will be billed accordingly. There is a minimum fee of \$50.00\* per order. Orders will be invoiced and payment is due upon receipt. Please contact Headquarters for details on a discount available for using the same list multiple times.

**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 Headquarters. A rush fee of \$60.00\* applies to any order requested to be filled within three business days. Please give SGNA Headquarters 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 Headquarters to verify current rate.

Mailing List Usage Policy

The Society of Gastroenterology Nurses and Associates, Inc. (SGNA) membership names and addresses are proprietary. The SGNA is the sole owner of the membership names and addresses, and rents them for a one-time use only. The SGNA 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.

The SGNA **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 openings or positions at companies/institutions.
- 3) Announcements of educational programs, equipment, or other products and services not relating to the field of Gastroenterology.
- 4) Use of member names and addresses for on-site visits to members' homes/offices for any reason.
- 5) Surveys or questionnaires

In addition:

- 1) SGNA 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 SGNA membership label set on behalf of a client assume total responsibility for on-time payment to the SGNA, regardless of the client's payment standing with the broker.

The use of the SGNA membership names and addresses in any of the ways prescribed above shall be cause for, at the minimum, permanent disqualification of the buyer from use of the SGNA membership set. It shall also be grounds for breach of contract and legal action.

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