



## LIST RENTAL AGREEMENT

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Pediatric Endocrine Nursing Society, hereinafter referred to as PENS, and \_\_\_\_\_ hereinafter referred to as the Renter, provides for the rental of PENS's membership list as further stated below. In consideration of the covenants contained herein, the parties agree as follows:

1. PENS shall make available to the Renter a list of the names and addresses of its members for the price of \$750.00 on the terms and conditions contained in this Agreement or at the price discussed for a portion of the list. The second use of the list (when purchased at the same time) will be available for 50% of the original rate.
2. The list may not be used in connection with any communication which, in the opinion of PENS, would tend to mislead, misinform or deceive, or which is distasteful in content or presentation.
3. The list may be used only for mailing purposes and may not be used for telephone or personal contact. User follow-up by telephone or personal contact to a response to a mailing is not a prohibited use.
4. Prior to any mailing, the Renter is required to furnish to PENS a copy or sample of all matter to be mailed. PENS, in its discretion (which it agrees to reasonable exercise), may disapprove any part or all of such matter for mailing.
5. The Renter shall indemnify and hold PENS harmless against all claims damages, costs, expenses, including attorney's fees, arising out of the use of the list, including claims for infringement of copyright, trademark or trade name, defamation and misappropriation of proprietary rights.
6. The Renter may use the list one time only unless otherwise discussed and will not copy any portion of the list, extract or retain any information from the list. The Renter shall not permit the list to pass into the hands of any other person or entity.
7. It is expressly understood and agreed that PENS's rights, including but not limited to, common law and statutory rights of literary property and copyright in PENS's list and the data contained therein are not assigned or released as a result of this Agreement, but are reserved and retained by PENS subject to the limited use permitted under this agreement.

8. The list and information thereon at all times is and remains the sole property of PENS and in no event shall the Renter divulge to anyone, make copies of or use the list/information in any way, except as may be permitted in writing by PENS. Within ten (10) days of cancellation, user shall return to PENS, all lists and copies of lists or names taken from PENS lists; this is an independent obligation.
9. User agrees to forward to PENS within ten (10) days following receipt, any letter or other documents (or copies) containing complaints by PENS members regarding the user's mailing, the matter transmitted in the mailing, or the offered product or service.
10. For any breach of this Agreement, the Renter shall be liable to PENS for all damages, including reasonable attorney's fees, costs, and expenses, including expenses incurred in investigation, and loss of income.

Signed:

---

Authorized Renter Signature

Date

For the above services provided, the Renter agrees to pay to PENS for their requested portion (or entire) mailing list.

Payment must accompany this agreement along with a sample of the material to be mailed. Orders cannot be processed until payment is made and the request for the mailing list is approved. **PENS does not invoice.**

**If paying by credit card, please fill in this portion of the agreement:**

Amount of payment: \_\_\_\_\_ (call for the latest pricing)

Credit Card:  American Express     MasterCard     Visa     Discover

Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

Signature on Card: \_\_\_\_\_

EMAIL to which labels will be sent: \_\_\_\_\_