



# LIST USE AGREEMENT

Renter agrees to the following terms and conditions in exchange for the benefits obtained from using the information contained in any National Postal Forum (NPF) highly confidential and valuable circulation list. Renter recognizes that any list is the exclusive property of NPF and is provided to renter in confidence.

Please fill out items one through three, sign and email to [mguthrie@npf.org](mailto:mguthrie@npf.org) or fax back to 703-218-5020.

- 1. The list(s) will be used, with NPF's pre-approval (see clause 2) for:
  - one-time mailing
  - multiple usage; # of uses \_\_\_\_\_
- 2. Please provide contact information of where the file should be e-mailed (please print clearly):
 

E-mail \_\_\_\_\_ Contact \_\_\_\_\_  
 Name \_\_\_\_\_ Company \_\_\_\_\_  
 Phone \_\_\_\_\_
- 3. Preferred file format (select one):
 

ASCII     EXCEL

If any special file requirements, please note here:  
 \_\_\_\_\_  
 \_\_\_\_\_
- 4. The renter will not disclose, transfer, sell, duplicate or retain the list(s) in any form nor permit any agent or employee to do so.
- 5. All of the material the renter intends to send to the names on the rented list(s) must be pre-approved by NPF.
- 6. The renter is permitted to merge/purge the list(s) only for the purpose of eliminating duplicate names. The renter cannot process the list(s) against other lists to enhance, verify or add to those other lists.
- 7. The renter must seek approval from NPF, in advance, to re-mail all or any part of a NPF list(s).
- 8. Orders canceled after they have been processed will incur running costs. Orders canceled after mail date will be billed in full.
- 9. Full payment is due 30 days after invoice.
- 10. It is understood that this rented list(s) has been seeded with names to enable NPF to monitor use of list(s). Renter may not remove or alter, in any way, these decoy names.
- 11. It is agreed that on completion of the one-time mailing or multiple use, the user will destroy any magnetic tape or diskette or labels that contain names and addresses supplied by NPF.
- 12. Renter agrees to indemnify and hold harmless NPF from any and all claims, damages, losses or expenses, however incurred, by the renter's use of the list(s).
- 13. NPF shall not be liable for any damages, consequently or otherwise, in excess of the amount paid for the list order, as a result of any mistake in the list order, failure to provide ordered list(s) or for any other reason.
- 14. If any of the terms and conditions of this agreement are breached by user, NPF shall be entitled to terminate this agreement and, in addition, shall be entitled to all other rights and remedies permitted by law, including, but not limited to: injunctive relief; compensatory and punitive damages and reimbursement of all costs and expenses incurred to enforce this agreement.
- 15. This agreement shall be interpreted and enforced in accordance with the laws of the state of Virginia.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print \_\_\_\_\_  
 Name \_\_\_\_\_ Title \_\_\_\_\_  
 Company \_\_\_\_\_  
 Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Mail or Fax to: Mary Guthrie  
 National Postal Forum  
 3998 Fair Ridge Drive, Suite 150  
 Fairfax, VA 22033-2920

Phone: 703-293-2313  
 FAX: 703-218-5020  
 Email: [mguthrie@npf.org](mailto:mguthrie@npf.org)