Mailing List Rental Agreement

Association for Behavior Analysis International and Order Form

Although any individual may rent the mailing list under the stipulations and limitations described herein, ABAI wishes to emphasize two important considerations: first, in no case may the List Renter explicitly or implicitly communicate, by omission or commission (e.g., "Dear ABAI Member...") that ABAI or its members endorse the content of the mailing. Second, in addition to the requirements of the agreement, the purpose of the rental must conform to the ethical principles of the Association and to general cultural standards for fair practice. The latter includes such matters as accuracy in representation, respect for persons with disabilities, and sensitivity to social and ethnic diversity. The Association respects the concerns and opinions of all its members and requires the same from renters of the mailing list.

Rental Conditions

ABAI reserves the right to reject any request for rental of the mailing list that does not conform to the standards, principles, or ethics of the Association.

The List Renter guarantees that all names and addresses furnished are provided on a rental basis for one-time use only. The List Renter agrees not to reproduce the mailing list in any form or to use it any other way than provided for in the initial agreement. Unauthorized reuse will be billed at double the regular rental charge.

The List Renter agrees that only the sample mailing piece that has been approved by ABAI (List Owner) is the actual and only mailing piece that will be mailed.

The List Renter agrees to defend and indemnify ABAI and its officers, directors, employees and agents from and against any and all costs, losses, claims, liabilities, actions, fines, expenses, penalties and damages (including attorneys' fees and court costs), incurred by ABAI in connection with or resulting from: (a) the List Renter's use of the mailing list; (b) any mailing or other solicitation (including oral) made by the List Renter to any person named in the mailing list, and (c) any claim brought by a person named in the mailing list as a result of any mailing or other solicitation (including oral) made by the List Renter.

The mailing list is being rented "as is" and "whereas" in its present condition. ABAI makes no representations or warranties regarding the mailing list and the correctness of any information contained in the mailing list, including, but not limited to, whether any person named in the mailing list is currently a member of ABAI or whether such person's address is correct.

Pricing

A minimum charge of \$100 (Category A) or \$200 (Category B) will be applied for mailing list orders of fewer than 1,000 labels.

Category A: ABAI members (not for individual or private use), nonprofit organizations, or organizations with 10 or fewer employees.

Base Rate	\$120/per 1,000 labels
Eliminations	\$70/per 1,000
Key Coding	\$50/per 1,000

Category B: ABAI non-members, profit-earning organizations, or organizations with more than 10 employees.

Base Rate	\$240/per 1,000 labels
Eliminations	\$70/per 1,000
Key Coding	\$50/per 1,000

Rental Agreement

This agreement is made as of the date shown below between the Association for Behavior Analysis International (ABAI), a non-profit corporation, located at 550 West Centre Ave., Portage, MI 49024-5364, and the List Renter, under the Rental Conditions described herein:

ORGANIZATION NAME

Hereafter referred to as List Renter, acknowledging the stipulations and limitations governing the use of the ABAI Mailing List Rental. The List Renter agrees to the rental conditions described herein.

CONTACT NAME

TITLE

DATE

SIGNATURE

Renter Shipping and Contact Information

Mailing Address:	
City:	State/Province:
Zip/Postal Code:	Country:
Telephone Number:	
E-mail Address:	
Payment ABAI will contact you with your address counts and amount due after which you may send a check payable to ABAI or we can charge your credit card:	

Name on Card:	
Card Number:	
Authorization Code:	_Expiration Date:

Card Number:

Completing Your Order

To complete your order, please:

- Include a copy of your mailing piece with this completed form. Your order will not be completed until ABAI has a copy of your mailing piece.
- Identify any address eliminations, as follows:
 - No eliminations; please send me your complete list (sorted by country then zip/postal code)
 - Please send me U. S. addresses only (sorted by zip code)
 - Please eliminate the following member type(s):

(please indicate if the primary sort should be by membership type or country then zip/postal code.)

- Please eliminate the following countries or states:
- ABAI will contact you with your address counts and total amount due.
- All labels are pressure sensitive and will be shipped via United States Postal Service priority mail. Please allow two weeks for delivery from the date your order is received in the ABAI office.



Mailing List Rental Agreement and Order Form

This agreement is made as of the date shown below between the Association for Behavior Analysis International (ABAI), a non-profit corporation, located at 550 West Centre Ave., Portage, MI 49024-5364, and age

ORGANIZATION NAME

hereafter referred to as List Renter, acknowledging the stipulations and limitations governing the use of the ABAI Mailing List Rental.

The List Renter agrees to the rental conditions described herein.

CONTACT NAME

TITLE

DATE

SIGNATURE

Orders must include the following:

- □ Sample mailing piece;
- □ Signed Mailing List Rental Agreement.

Rental Conditions

The List Renter agrees to defend and indemnify ABAI and its officers, directors, employees, and agents from and against any and all costs, losses, claims, liabilities, actions, fines, expenses, penalties and damages (including attorneys' fees and court costs), incurred by ABAI in connection with or resulting from: (a) the List Renter's use of the mailing list; (b) any mailing or other solicitation (including oral) made by the List Renter to any person named in the mailing list, and (c) any claim brought by a person named in the mailing list as a result of any mailing or other solicitation (including oral) made by the List Renter.

- ABAI reserves the right to reject any request for rental of the mailing list that does not conform to the standards, principles, and ethics of the Association.
- The List Renter and Mail/Print House guarantee that all names and addresses furnished are provided on a rental basis for one-time use only. The List Renter and Mail/Print House agree not to reproduce, reuse, resell the mailing list in any form, enter into a computer database or to use it any other way than provided for in the initial agreement. Unauthorized reuse will be billed at double the regular rental charge.
- The List Renter agrees that only the sample mailing piece that has been approved by ABAI (List Owner) is the actual and only mailing piece that will be mailed.

The mailing list is being sold "as is" and "whereas" in its present condition. ABAI makes no representations or warranties regarding the mailing list and the correctness of any information contained in the mailing list, including, but not limited to, whether any person named in the mailing list is currently a member of ABAI or whether such person's address is correct. **NOTE:** Although any individual may rent the mailing list under the stipulations and limitations described in the contract, the Association wishes to emphasize two important considerations: first, in no case may the List Renter of the list explicitly or implicitly communicate, by omission or commission (e.g., "Dear ABAI Member...") that ABAI or its members endorse the content of the mailing. Second, in addition to the requirements of the agreement, the purpose of the rental must conform to the ethical principles of the Association and to general cultural standards for fair practice. The latter includes such matters as accuracy in representation, respect for persons with disabilities, and sensitivity to social and ethnic diversity. The Association respects the concerns and opinions of all its members and requires the same from renters of the mailing list.

Delivery and Mailing List

All labels are zip code sorted and will be shipped via the United States Postal Service's priority mail. All labels are pressure sensitive (self-apply). Please allow two weeks for delivery from the day the order is received in the ABAI office.

Labels may be delivered in Excel format to a third party Print/Mail House (not to the List Renter) in lieu of printed labels upon request. The Print/Mail House is bound by all stipulations and limitations in this agreement.

MAIL/PRINT HOUSE (IF APPLICABLE)

ADDRESS

PHONE

EMAIL