

## Oklahoma Bar Association

1901 North Lincoln Boulevard, PO Box 53036, Oklahoma City, Oklahoma 73152-3036

Tracy Sanders Membership Records Coordinator

Phone Number: (405) 416-7080

Fax Number: (405) 416-7001

E-Mail: tracys@okbar.org

## **OBA Mail List Rental Information**

Thank you for your interest in purchasing a mailing list. Please complete the two following forms and submit them with a copy of your mailing.

-Upon approval, you will be contacted with the total amount due.

-Payment is required before lists are transmitted unless special conditions are otherwise approved.

-We accept payment by check or credit card.

-Please see forms for further information.

Please feel free to contact my office if you have any other questions.

Sincerely,

Tracy Sanders Membership Services Coordinator

## **LABEL REQUEST FORM**

NOTE:       There is a charge of \$.15 per name       if you are using this information for a commercial purpose or if you are an outside entity and payment is expected in full before request is filled. Peel and Stick labels are sold for a <u>one-time-use ONLY</u> . We only provide the information electronically to a third party printer. W DO NOT provide e-mail addresses of our members. Requests are generally processed within 5 working day after payment is received. All requests and questions should be directed to: Tracy Sanders, Member Services Oklahoma Bar Association, PO Box 53036, Oklahoma City, OK 73152, (405) 416-7040 (phone) or (405)416 7001 (fax).         DATE:
Contact Person:
PHONE:
BILLING ADDRESS:
<b>1-CRITERIA FOR REQUEST:</b> We have the ability to sort by sections, cities, counties or zip code zones. Please be specific. If you want a grouping within a grouping, be sure to specify which ones are your first criteria. For example, you may want Family Law Section members, but only for Oklahoma, Cleveland and Canadian counties.
<b>2-PURPOSE OF REQUEST: You must include a copy of materials to be sent or services to be offered.</b> Example: mail-out to other section members, or advertisement?
3-FORMAT: eeel-n-Stick Labels OR Electronic file **Electronic format will only be sent directly to the mailing service of your choice. Please complete the Mail List Rental Agreement** White Labels OR Clear Labels We prefer them sorted in this order: Alphabetical OR Zip Code SPECIAL REQUESTS OR COMMENTS:
OBA ADMINISTRATIVE USE ONLY         APPROVED BY:

DATE OUT:		
LABELS PRINTED:		
LABEL CHARGES: POSTAGE:	\$5.00 min (unless sent electronically)	
TOTAL BILLED:		

## OKLAHOMA BAR ASSOCIATION DIRECT MAIL LIST RENTAL AGREEMENT

The Oklahoma Bar Association (List Owner) and \_\_\_\_\_\_ (List Renter) agree to the following concerning rental of the Oklahoma Bar Association Membership Database, hereinafter known as the "List":

1) List Renter promises and unconditionally agrees that the List Renter will not disclose, transfer, duplicate, reproduce, or retain in any form or manner whatsoever, all or any part or segment of the List.

2)The List Renter is not authorized to, and will not permit any third party, agent, employee, or contractor or their respective agents and employees to use this list for any mailing or telemarketing or in conjunction with any promotion.

3) The List Renter agrees to limit the usage to a one-time mailing of the approved mailing piece as submitted by the List Renter and his agents. The List Renter and his agents further agree that it shall not substitute any other mailing piece other than the attached sample.

4) If, after the List Owner shall have sent the List to the List Renter, or its designee, and any such third party or any such other third party who shall be given access to the List(s), shall use the List(s) contrary to the provisions of this agreement, the List Renter agrees that it and any such third party shall be held unconditionally responsible to the List Owner.

5)It is understood and agreed that any violation of the terms of this agreement by the List Renter will cause the List Owner irreparable harm and damages and that in the event any breach by the List Renter, and because the measure of damages is not susceptible to exact ascertainment of proof of damages, the List Renter, in addition to whatever other rights are available to the List Owner at law, under contract or equity, including injunctive relief, shall pay to the List Owner an amount equal to fifty (50) times the rental rate of the List as liquidated damages and not as a penalty, together with all costs and expenses associated with any litigation relating to such a breach, including, but not limited to, attorneys fees and court costs. The list Renter shall pay such liquidated damages on demand.

6) No failure or delay by the List Owner of the List Manager in exercising any right, power or privilege herein granted shall operate as a waiver thereof. This agreement shall be construed so that each of the provisions herein shall be valid and enforceable to fullest extent permitted by law, and any invalidity or un-enforceability with respect to any particular provision or provisions hereof shall not affect or render invalid or unenforceable any other such provision.

7) This agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma as applied to contracts made and fully performed in Oklahoma.

We have read this Direct Mail Rental agreement and agree to comply with the requirements as stated here in.

List Renter:	
SIGNATURE:	TITLE
COMPANY:	
DATE:	
RECIPIENT OF ELECTRONIC FI	LE (if approved-must be a third party mailer/printer):
Address:	
Name Of Contact:	
E-mail of List Receiver:	