

Dartnell List Rental Agreement

1. Mailer _____, whose principal offices are located _____

2. Hereinafter known as the List Renter, promises and unconditionally agrees that with regard to all rentals of the mailing List(s) managed by Worldata Infocenter, Inc. hereby known as the List Manager, whose principle offices are located at 3000 N. Military Trail, Boca Raton, FL 33431, neither the List Renter, his agents, employees, or contractors shall disclose, transfer, duplicate, reproduce or retain in any form all or part of the list(s). The parties further agree that the copyright on the List is owned by the List Owner.
3. The List Renter agrees and acknowledges that Worldata Infocenter, Inc. acts as an agent on behalf of the List Owner, a disclosed principal, for the purpose of any orders hereunder. The List Renter agrees that all payments are to be made and remitted to Worldata Infocenter, Inc.
4. During the effective 12-month period, the List Renter will receive information from the List Manager and agrees that this information is the exclusive property of the List Owner. If a Dartnell subscriber responds to mailer's offer and becomes a customer of mailer, mailer may not remarket the name to include any reference Dartnell, Worldata Infocenter, Inc. or any affiliate.
5. Because this information is valuable property and is of a highly confidential nature, The List Renter agrees not to disclose, transfer, duplicate, reproduce or retain in any form or manner whatsoever all or any portion of the said mailing list(s), (including any header/footer/transmission information) nor permit any third party, agent, employee or contractor and their respective agents and employees to do so. Personal and/or telephone solicitation is prohibited. List Renter further agrees not to use the list(s) to enhance their internal customer or inquiry files.

6. The one time (only) use of this list(s) shall be limited solely and exclusively to the agreed upon offer as described in the sample text approved. The Renter in no way acquires ownership or rights to further usage of these names.
7. The list(s), which has been rented, will be monitored to prevent improper and unauthorized use of the list(s). A List Renter that reuses a list(s) and/or associated information (including header/footer/transmission wording), without authorization will be subjected to penalties and may lose its right to future rentals.
8. List Renter hereby agrees that the above stated conditions are in effect for a period of one-year effective _____ and that these conditions apply to every order placed within said 12-month period.
9. All creative materials are subject to our approval. We will reject any creative that we believe to be inappropriate for the _____ audience.
10. The list(s) rented will be selected according to the specifications of the List Rental Order. List(s) should be carefully checked before use for any apparent discrepancies. No adjustments will be made after list(s) has been mailed by the List Renter.
11. List Renter represents and warrants that List Renter shall fully comply with the DMA Pander File. List Owner and List Manager hereby disclaim any guarantee expressed or implied, regarding said list(s).
12. List Renter agrees to make full payment within 30 days of transmission date for the gross names received. It further understands and agrees that no adjustments will be made to invoices. Any net name agreements must be approved in advance, and confirmed in writing by List Owner.
13. Orders must be cancelled in writing prior to original stated mail date. Orders cancelled prior to the stated mail date will incur a cancellation fee and running charges. Cancellations after the names have been mailed will incur full payment charges.

14. We do business with our clients under these Terms and Conditions. We are not bound by conditions printed or appearing on insertion orders or instructions by advertisers that conflict with these Terms and Conditions without our express written consent.

15. All orders will be processed as reciprocal rental unless otherwise noted.

THIS AGREEMENT MUST BE SIGNED BY END USER/MAILER, NOT BROKER/AGENCY:

(Authorized Signature)

(Title)

(Printed Name)

(Date)

(Company Name)