

**ELI JOURNALS LIST RENTAL AGREEMENT**

This Agreement dated as of \_\_\_\_\_, 2009 (the “Effective Date”), shall have a term commencing on the Effective Date and ending 12- months thereafter day of \_\_\_\_\_, 2010 between \_\_\_\_\_ (hereinafter called LIST OWNER) and \_\_\_\_\_ (hereinafter called MAILER):

1. In consideration of the mutual covenants hereinafter contained, it is agreed as follows:

LIST OWNER hereby agrees to rent \_\_\_\_\_ (hereinafter called the “List”) to the MAILER for one time mailing only. The MAILER hereby covenants and agrees that he (it) will not transfer, duplicate, reproduce, or retain all or any portion of the List in any form whatsoever, nor permit any third party, agent, employee, or contractor and their agents and employees to do so.

2. MAILER acknowledges that:

- a. The List shall at all times remain the sole property of the LIST OWNER;
- b. The List is unique and cannot be readily compiled from materials generally available to the general public.

3. MAILER agrees not to disclose the list source or identify LIST OWNER in its mailing or other materials or in any other way. The parties agree that in the event of a breach of the provisions of this paragraph it will be impossible to ascertain definitively, the damage which may be sustained by LIST OWNER by reason thereof and accordingly and without prejudice to the LIST OWNER’S right to equitable relief, MAILER agrees to pay to LIST OWNER, as liquidated damages, an amount equal to ten times the rental price for the list transaction involved for each such breach.

4. The one-time use of the List shall be limited solely and exclusively to the agreed specific merchandise or service as offered and as described in the complete mailing sample attached hereto, or submitted in connection with this agreement, which sample must be approved by LIST OWNER prior to use of the List. MAILER agrees that no telephone solicitation to, or telephone follow up of the List will be made or permitted, except in the instance of those individuals who respond to the MAILER’S offer made on the one-time mailing.

5. MAILER agrees to indemnify and hold harmless LIST OWNER from any and all claims, damages, losses or expense, however incurred, occasioned by the use of the List contrary to the provisions of this Agreement by MAILER or any of those referred to above.
6. It is understood and agreed that the List has been and will be monitored to prevent improper and unauthorized use of the List, by a combination of one or more methods of computer control and/or planted and/or varied names and addresses, or combinations of these and others to all which MAILER consents and agrees.
7. Orders must be cancelled in writing at least five (5) days prior to cleared mail date. Orders cancelled after that period must be paid in full. Running charges must be paid if labels or tape was produced for a cancelled order.
8. MAILER guarantees full payment to LIST OWNER or its authorized agent on all list rentals of the List no later than 30 days after date of mailing or each List rented pursuant to this Agreement.
9. This Agreement shall be effective with respect to each rental of the List made to MAILER by LIST OWNER for a period of one year from date of this Agreement.
10. In the event of a breach or threatened breach of paragraphs 1, 3, and 4 of this Agreement, LIST OWNER, in addition to any other remedies it may have, shall have the right to equitable relief including an injunction restraining MAILER from breaching or further breaching such provisions, without a showing or proving any actual pecuniary damages sustained.

MAILER:

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

LIST OWNER:

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

<b>Job #</b> _____
_____