



Mailing Label Use Agreement

In consideration of The Iowa State Bar Association (the "Association"), 625 East Court Avenue, Des Moines, Iowa 50309, allowing the undersigned (the "User") the use of the Association's mailing labels (the "Mailing Labels") as provided herein, the User hereby agrees and acknowledges as follows:

1. The User submits herewith the following:
 - (a) A complete sample of the materials to be mailed by the User via the Mailing Labels.
 - (b) An advance deposit of \$100.00 made payable to the Association, or the total cost of the order.
 - (c) Completed Exhibit "A" hereto.

2. The Association reserves the right to refuse to sell the Mailing Labels to User for any reason. Additionally, User will not use the Mailing Labels for mailing with respect to the following items: tobacco; alcoholic beverages; firearms; gambling; pornographic materials; and any other items or subjects added to this list from time to time (prior notice of which need not be provided to User). No reference will be made to the Association in any mailing using the Mailing Labels unless otherwise agreed in writing in advance by the Association.

3. User will use the Mailing Labels for the following purpose or purposes only: _____

 User will use the Mailing Labels only once and will not copy, duplicate or record the Mailing Labels in any manner or pursuant to any medium for any future use, such copying, duplication, recording and reuse being specifically prohibited by the Association. User will not at anytime permit the Mailing Labels or the information contained therein to pass into the hands of any other person, association, organization, entity or company.

4. The Mailing Labels shall be used only for mailing purposes and may not be used for telephone or personal contact; provided, however, that in the event the User receives a response from a lawyer as a result of a mailing using the Mailing Labels. User may thereafter contact such lawyer with respect to the subject matter contained in the ruling by telephone, personal contract or by mail, such contacts being permitted uses.

5. For breach of this Agreement, User will be liable to the Association for all damages (plus reasonable attorney fees, court costs and expenses, including expenses incurred in the investigation) and loss of income. A remedy at law for any actual or threatened breach of this Agreement by User may be inadequate and User agrees that the Association shall be entitled to specific performance hereof or injunctive relief, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, in addition to any damages which the Association may be legally entitled to recover. User will hold the Association harmless against any damages or claim of damages, costs and reasonable attorney fees, arising out of any actual or alleged impropriety or illegality of mailed matter, or infringement of trademark or trade name or copyright belonging to others.

6. The Association's rights, including, but not limited to, common law and statutory rights of literary property and copyright in the Mailing Labels and the data contained therein are not assigned or released as a result of this Agreement, but are reserved and retained by the Association subject to the limited use permitted under this Agreement.

7. The Association's charges for the use of its labels do not include sales, use, excise or similar taxes. Consequently, in addition to the standard charge set forth on Exhibit "A" hereto (by this reference made a part hereof), the amount of any present or future tax applicable to the sale of the Mailing Labels will be paid by User, or in lieu thereof, User will provide the Association with a tax exemption certificate acceptable to the taxing authorities and to the Association.

8. This Agreement has been entered into and is performable in part in Des Moines, Polk County, Iowa, and shall be governed, construed and interpreted in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, The User has executed this Agreement this _____ day of _____ 20____.

Company Name: _____ Signature: _____

Signer's Name: _____ Title: _____
(Please print or type)

Date: _____



Mail List Order Form

Name of Organization _____

Address _____

City, State, Zip _____

Contact Person _____ Phone _____

Email _____ Fax _____

***Mail House Email** _____

*If you are using a mail house for your mailing, we will send your email (electronic) file directly to the mail house, as the file may NOT be transferred, copied or duplicated. Your mail house must agree to delete the electronic file immediately after the one-time use.

Purpose of List _____

Type of Format

Adhesive Label

Comma Delimited Text File

IMPORTANT: Order only if you are familiar with text file. The ISBA does not provide technical support.

Delivery:

Standard (7 Business days)

Express Service (for an additional \$10)

Section/Practice Area _____

Counties _____

Judicial Districts _____

Zip Code Range _____

Year Admitted to practice _____

Other _____

Payment: Visa or Mastercard # _____ Exp. Date _____

Check Enclosed

Signature _____

All sales are final!

Fax or Mail Order Form with a **sample of your mailing** to:

Mary Lehman | ISBA | 625 E. Court | Des Moines, IA 50309 | Fax 866-798-7097