

**NEBRASKA STATE BAR ASSOCIATION**  
**Mailing List Agreement**

Pursuant to its Mailing List Policy and the terms and conditions below, the Nebraska State Bar Association (the "Association") hereby agrees to rent certain information (the "List") to \_\_\_\_\_ (name), a \_\_\_\_\_ (type of entity) Renter").

**I. REPRESENTATION**

Pursuant to its Mailing List Policy, membership lists may be made available to the following types of entities. By checking the appropriate box below, Renter represents that it meets one of the following criteria.

**A.  Nebraska State Bar Association, Nebraska Lawyers Foundation, and the Nebraska Supreme Court**

The Nebraska State Bar Association and the Nebraska Supreme Court, for official mailings of the Association or Court.

**B.  Association Members**

The Association's members for noncommercial law-related communications.

**C.  Candidates for Association Offices**

Candidates for elective offices of the Association and its sections and committees, for election-related communications.

**D.  Law-related Organizations**

Local bar associations, Nebraska Lawyers Trust Account Foundation, Nebraska State Bar Foundation, Nebraska Association of Trial Attorneys, Nebraska Criminal Defense Attorneys Association, District, County and Juvenile Judges Associations, Nebraska Court Reporter Association, and similar organizations approved by the Executive Director, for noncommercial law-related communications (e.g., for communications regarding continuing legal education seminars, lectures and other law-related events and publications sponsored by said organizations)

**E.  Law-related Education Organizations**

The University of Nebraska College of Law, Creighton University School of Law, and similar non-profit organizations approved by the Executive Director, for noncommercial law-related (e.g., communications regarding continuing legal education seminars, lectures and other law-related events and publications sponsored by said organizations).

**F.  Association Endorsed or Approved Providers of Commercial Products and Services**

Association endorsed providers of products and services and other providers approved by the Executive Director, for commercial mailings to members of the Association. Approval shall be granted only for communications regarding commercial products and services that are directly related to the professional interests of the Association members. Membership Lists and services that are directly related to the professional interests of the Association members.

Membership Lists shall not be available for non law-related purposes or organizations such as mailings by charitable organizations seeking contributions; solicitations seeking support for or contributions to

candidates for partisan political office; vendors seeking to advertise non law-related products or services, i.e. rental cars, real estate, etc.

**II. LIST FORMAT**

Membership Lists are limited to professional mailing address available by current database fields on self-adhesive or Cheshire labels, or in electronic form. No telephone numbers or emails will be provided.

**III. RENTAL RATES**

The following rental rates shall be charged:

- Association, Nebraska Lawyers Foundation and Nebraska Supreme Court (Section I.A) – no charge.
- Association Endorsed or Approved Providers of Commercial Products and Services (Section I.F) - \$0.30 per name.
- All others – \$0.15 per name.

**IV. USE, APPROVAL, AND DESTRUCTION**

NSBA hereby grants Renter a limited right to use the List for a one-time mailing. The List may not be copied, reused, or otherwise utilized by Renter or any third party. Renter shall hold the List in strict confidence and exercise adequate information security practices to ensure such confidentiality. Renter will be required to submit a sample of the mailing piece for prior approval before use of the List is authorized. The Association reserves the right to reject Renter’s use or mailing. If the List is supplied in electronic form, it must be returned within one week of purchase, accompanied by a signed certification that Renter has destroyed all copies of the List.

**V. SHIPPING, TAXES, AND PRICING**

Unless specified otherwise, shipments will be mailed first class. Sales tax will be added to all List sales. Prepayment and a copy of the piece to be mailed must be received before the List will be released. The above prices are subject to change without notice.

**VI. INDEMNIFICATION**

Renter agrees to defend, indemnify and hold harmless the Association from and against any and all Claims (as defined below) asserted against, imposed upon or incurred by the Association due to, arising out, of or relating to any breach by Renter of its confidentiality or data security obligations; any breach by Renter of any term or condition of this Agreement, including but not limited to Renter’s warranties, covenants, obligations, or representations; or any negligent act or omission, or intentional misconduct, of Renter.

**Nebraska State Bar Association**

**Renter**

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Signed*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Name (Printed)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*