



Legal Marketing Association

Mailing List Usage Agreement

This agreement, made ____/____, 20____, between the Legal Marketing Association and _____ (list renter) contains the following considerations:

LMA agrees to rent its mailing list according to the following parameters and restrictions.

Fees: ☐ **LMA Member:** Name/email address \$1,200 ☐ **LMA Nonmember:** Name/email address \$2,200

1. **Draft of purchaser's piece must be submitted to LMA for approval and include the statement "The following is a paid advertisement from a service provider of LMA." on the ad.**
2. The list rental fee noted above includes one round of source code importing, email testing and sending to LMA members. If edits to the email are required, an additional fee of \$150 will be assessed for each round of recoding and retesting that occurs before the message is sent to LMA members.
3. List renter acknowledges that the list shall at all times remain the sole property of LMA, and LMA members may opt out of these distributions. List renter agrees not to disclose the list source or identify LMA.
4. The use of the list shall be limited solely and exclusively to the agreed specific merchandise or services as offered and as described in the complete mailing sample attached hereto, or submitted in conjunction with this agreement. Sample must be approved by LMA prior to use of the List. LMA reserves the right to grant or refuse permission to use the list.
5. List renter agrees that no telephone solicitation to, or telephone follow up of the List will be made or permitted and that any follow-up can be made in writing only to those persons on the list who respond to the mailing. Data may neither be entered into, or maintained, in a database for reuse nor transferred to another party.
6. List renter agrees to indemnify and hold LMA harmless from any and all claims, damages, losses or expenses, however incurred by the use of the list.
7. 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, to all of which the list renter consents and agrees.
8. Orders must be paid prior to receipt of the list. Cancellations must be received in writing at least five (5) days prior to cleared mail date. Orders canceled after that period must be paid in full.
9. List renter agrees to rent its list or lists on mutually acceptable terms or conditions to LMA, should LMA request to do so.
10. Unless specifically stated otherwise, LMA does not endorse, approve, recommend or certify any products, processes, services or organizations. If materials will include a discount offer to those on the LMA mailing list, the following disclaimer must be prominently displayed along with a description of the subject product or service:

This product or service is being made available to the members of the Legal Marketing Association. LMA makes no warranty, guarantee, or other representation, express or implied, with respect to the sufficiency or validity of the information provided regarding said product or service. Unless specifically stated otherwise, LMA does not endorse, approve, recommend, or certify any products, processes, services, or organizations, and information provided herein regarding product or service should not be referenced in any way to imply such approval or endorsement.

LIST RENTER INFORMATION

Name	Title	Company	
Address	City	State/Province	Zip/Postal code
Phone	E-mail		

AUTHORIZATION Authorizer agrees that once accepted by LMA, this agreement becomes a binding contract. List renter will receive confirmation via e-mail upon acceptance.

Print name	Authorized applicant signature	Date
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An LMA representative will contact you for payment information.

Fax completed application to (312) 673-6808. Full payment is required to complete order.

Questions? Contact LMA Sales Manager Kris Wolcott at (312) 673-4722 or kwolcott@legalmarketing.org.