



MEMBERSHIP LIST USAGE POLICY

For FJA Members

The Florida Justice Association membership mailing list shall not be sold or distributed. List usage will be permitted as set forth below.

All requests for the Florida Justice Association membership mailing list must be made in writing and directed to the Membership Department of the Florida Justice Association. The request shall include the following information:

1. A statement as to the purpose of the mailing; and,
2. A copy of the correspondence or material to be mailed.

The usage of the Florida Justice Association membership mailing list must be approved by the Executive Director or Board of Directors of the Florida Justice Association.

The Florida Justice Association does not distribute home phone numbers or email addresses of members.

If Approved For Usage

Any person receiving the Florida Justice Association membership mailing list shall not state or imply that the items mailed to the Florida Justice Association members are in any way endorsed, recommended, or approved by the Florida Justice Association.

Any person, prior to receiving the membership mailing list, must sign a Mailing List Usage Agreement and agree to pay the required fee. Printed labels or an electronic file (Excel format) are provided.

Other General Provisions

Each request, with a copy of the correspondence to be mailed, will be kept at the executive offices of the Florida Justice Association.

The Florida Justice Association Board of Directors shall establish a reasonable fee for the membership mailing list.

Customers who cancel orders after the list has been produced shall be charged a cancellation fee of \$100.00.

The Florida Justice Association provides the membership mailing list in label or electronic (Excel) format.



MAILING LIST USAGE AGREEMENT

For FJA Members

The Florida Justice Association hereby agrees to permit use of its mailing list to the customer under the following terms and conditions:

To order the list, the customer must fill out the Florida Justice Association's List Usage Order Form and submit a sample mailing piece, which will be subject to the Florida Justice Association's approval. The List Usage Order Form and sample mailing piece constitute part of this agreement. Customer understands that the membership mailing list is available in label or electronic (Excel) format as specified on the List Usage Order Form.

If approved, the Florida Justice Association shall deliver the list to the customer, who shall use the list on a one-time only basis. No part of the mailing list may be reproduced, photocopied, entered into a computer database or copied in handwritten format without the prior written permission of the Florida Justice Association. Violations are subject to discipline under federal copyright laws.

Customers who cancel orders after the list has been produced shall be charged a cancellation fee of \$50.00. Section lists may be ordered separately.

The customer also understands and agrees that all terms and conditions of this Agreement should apply and shall be incorporated by reference into any future usage of a mailing list from the Florida Justice Association.

The customer agrees not to utilize the name of the Florida Justice Association on any of its mailing or advertisements without the express, advance written consent of the Florida Justice Association; and further agrees not to state or imply that the items mailed are in any way endorsed, recommended, or approved by the Florida Justice Association.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS ON ON THE ATTACHED PAGE, ALL OF WHICH ARE AN ESSENTIAL PART OF THIS AGREEMENT.

Printed Name _____

Signature _____ Date _____

This signed agreement must accompany the List Usage Order Form.

The Florida Justice Association

Approved By: _____

Signature _____ Date _____



MAILING LIST USAGE TERMS AND CONDITIONS

For FJA Members

The customer understands and agrees that all information supplied to the customer in connection with this agreement, including but not limited to, lists of Florida Justice Association members and their addresses, information contained on lists of Florida Justice Association members, systems and data furnished by the Florida Justice Association to the customer, shall be and remain solely the property of the Florida Justice Association. Such information may be utilized by the customer only one time for the limited purpose of mailing to Florida Justice Association members, whose names and addresses are provided pursuant to this agreement, an item essentially identical to the sample item submitted by the customer to the Florida Justice Association.

None of the aforementioned information may be copied or otherwise duplicated, in whole or in part, by the customer without the express written permission of the Florida Justice Association, and such information may not be retained by the customer subsequent to the mailing for which it was obtained.

This agreement may not be assigned by either party, and the customer may not, without the Florida Justice Association's express written consent, disclose or distribute to any other person or entity information obtained pursuant to this agreement.

The Florida Justice Association may at any time exercise the right to use, copy, reproduce and license, sell or rent to others, for profit or otherwise, any of the information permitted for use by the customer pursuant to this agreement.

The customer agrees to hold harmless and indemnify the Florida Justice Association, its officers, directors and employees from any and all claims, demands, suits, losses, costs, damages and expenses that the Florida Justice Association, its officers, directors or employees may sustain or incur by reason of any negligence, willful misconduct, breach of this agreement, or any other activity of the customer or the customer's agents or employees.

The customer understands and agrees that any Florida Justice Association liability, whether from negligence or otherwise, arising from the usage of its mailing list, shall be limited to the sales price, and in no event shall the Florida Justice Association be responsible for consequential or similar damages.

The customer acknowledges that any breach of this agreement would cause irreparable harm to the Florida Justice Association which could not be adequately compensated by money damages or other remedies at law. The customer therefore understands and agrees that any breach of this agreement shall entitle the Florida

Justice Association to obtain the remedy of injunction in addition to any compensation for damages.

This agreement constitutes the entire agreement of the parties with respect its subject matter. There are no other agreements, representations or warranties not set forth herein.

The customer is not in any respect an agent, employee, partner or joint venturer of the Florida Justice Association.

This agreement shall be construed under the laws of the State of Florida, and jurisdiction and venue of any litigation to enforce or interpret this agreement shall be in Leon County, Florida.

This agreement shall not be construed more strongly against any party, including the party preparing this document.

No modification, amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing and signed by each party.

Failure of either party under this agreement to exercise any right afforded by the agreement shall not be deemed a waiver of that right or of any other right.

The prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in any litigation arising in connection with this agreement, including any appeals.

The customer shall comply with all applicable laws, rules, regulations and orders of any governmental authority, and will not engage in any activity in connection with this agreement or the information obtained pursuant to this agreement which is morally or ethically improper or which presents the appearance of impropriety.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise does not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this agreement invalid or unenforceable. If any term of this agreement shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this agreement shall in no way be affected.



MEMBERSHIP LIST USAGE ORDER FORM

For FJA Members

Name _____ List Needed By: ____/____/____
 Firm _____
 Mailing Address _____
 Phone (____) _____ FAX (____) _____
 Email _____

List Style:

<input type="checkbox"/>	Electronic >> Excel File Only [Format: 97-2000 & 5.0/95 Workbook (*.xls)]	\$75.00
<input type="checkbox"/>	Peel-n-Stick >> Specify: <input type="checkbox"/> Zip Code Order ~ OR ~ <input type="checkbox"/> Alpha Order	\$45.00
<input type="checkbox"/>	Cheshire >> Zip Code Order Only	\$125.00

List Option: *(Note: Total list count can only be provided once this request is approved.)*

<input type="checkbox"/>	#1 – All Attorney Members, Subscribers and Paralegals	\$425.00
<input type="checkbox"/>	#2 – Option #1 Plus Judges	\$475.00
<input type="checkbox"/>	#3 – Geographical/Section Breakdowns (Price based on total list count) \$_____	\$.20/name
	Option #3 Detail Breakdown: _____ <i>For breakdowns including, but not limited to, geographical areas, the list will be pro-rated and an additional \$25/list will be added for the additional labor involved.</i>	\$30/list

Express Delivery Option:

<input type="checkbox"/>	Rush Jobs: Please add \$45 for Next Day Air shipping, <u>and</u> provide your shipping account number	\$45.00
<input type="checkbox"/>	FedEx <input type="checkbox"/> UPS Acct. No.: _____	

Payment:

Sales tax of 7.5% will be added to all totals.

- Check Enclosed – Amount: \$_____
- Credit Card: American Express MasterCard VISA
 Charge Amount: \$_____
- Card # _____ Exp _____
- Authorization #: _____ (3 or 4 digit PIN number on face/back of card)
- Name on Card: _____
- Card Billing Address: _____
- Signature _____ Date _____

Cost Breakdown:

List Style:	\$ _____
List Option:	\$ _____
Express Delivery:	\$ _____
Sales Tax (7.5%)	\$ _____
Total:	\$ _____

*Please return this form with a **sample of the piece to be mailed** and your signed **List Usage Agreement**.
 Once this request has been reviewed and approved, you will be notified and informed of the total list count and cost. Processing takes approximately 1-2 weeks from the time payment is received.*

**** Customers who cancel orders after list has been produced will be charged a cancellation fee of \$100.00. ****