

Mailing List Policy of Louisiana Association for Justice (LAJ)

Eligibility and Terms of Usage:

The Louisiana Association for Justice's membership mailing list shall not be sold or distributed. The list may be rented for one-time use by Louisiana Association for Justice (LAJ) members and by non-members in accordance with the policy set forth below.

All requests for the LAJ membership mailing list shall be made in writing and must include the following information:

- A statement of the purpose of the mailing; and
- A copy of the correspondence or material to be mailed

LAJ members may rent the membership list for any use that meets the following criteria:

- does not promote, market or otherwise solicit any programs or services that LAJ currently provides to its membership.
- is not in conflict with the goals and activities of LAJ.
- does not solicit LAJ members for any activity granting CLE credit

Depending on mailing and message content proposed by members, all mailings to LAJ members are subject to approval by the LAJ Executive Director.

The use of the LAJ membership mailing list by non-members is subject to the sole discretion of the LAJ Executive Director, but at a minimum, must meet the requirements for use by an LAJ member.

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

Any person, prior to receiving the membership mailing list, shall sign a Mailing List Usage Agreement and pay the required fee.

Format and Cost: *The minimum charge will be \$50 for any list order. There is a \$25 administrative set up fee in addition to the per name fee plus tax and mailing and handling as applicable.*

One-time use only **Labels:**

- \$0.25 per name for LAJ Members
- \$0.30 per name for non-LAJ members

Electronic format (comma delimited), one-time use. Only emailed to a bonded third-party mail house:

- \$0.30 per name for LAJ Members
- \$0.35 per name for non-LAJ members.

Lists are comprised of names and addresses only. No telephone numbers, fax numbers or e-mail addresses are included in the list rental format.

Legal Notice:

Labels and/or lists are rented for *one-time use ONLY*. No retention or reproduction is allowed in any form. The LAJ membership list is seeded with dummy names in order to monitor improper use. For full legal notice, please see legal requirements on rental agreements.

Cost and Payment:

Full payment must be included with any list rental agreement. LAJ will not process any request for labels or lists until payment is received.

Approval:

LAJ retains the right to approve all list rentals based on a review of the materials to be distributed, relevancy of the materials to the trial practice, the product or program that is being solicited, and the message content. A copy of the piece to be mailed must be included with the list order. No lists will be supplied without a sample of the piece to be sent, payment, and a signed LAJ Rental Agreement.

**Louisiana Association for Justice (LAJ)
Mailing List Rental Agreement**

This agreement is subject to the following conditions:

1. A Louisiana Association for Justice (LAJ) membership list will be provided in electronic format by email to a bonded mailing house. The bonded mailing house is required to destroy the list within five days of completion of the mailing. By signing this agreement, the mailing list renter verifies that the mailing house it will use is a bonded mailing house.
2. The mailing list renter or bonded mailing house shall use the mailing lists and mailing labels provided by LAJ only for pre-approved promotional mailings. The renter shall treat the LAJ membership list and all mailing labels as confidential information. The renter shall not under any circumstances sell, loan, or circulate such membership lists to any third party or use such membership lists for any other purpose.
3. Following the one-time use authorized by this agreement, the list renter shall cease using the membership list and shall immediately destroy the membership list.
4. The mailing list renter agrees that he/she will not disclose, transfer, duplicate, reproduce or retain any portion of the list in any form, by photocopy, electronic or other means.
5. The mailing list renter agrees to reimburse LAJ for all costs incurred in enjoining unauthorized parties from using the membership list in all cases where such unauthorized parties gained access to the membership through the renter listed below or any of the renter's agents or employees.
6. The mailing list renter agrees that LAJ shall have the right to monitor the use of the membership list by seeding the list with fictitious names.
7. The mailing list renter agrees that the promotional piece supplied for approval with this agreement is the piece(s) that will comprise the mailing.
8. Only LAJ members may address a promotional piece "Dear Louisiana Association for Justice Member."

Yes _____ I wish to order LAJ member mailing labels @ _____ per label for the following cities/parishes

Yes _____ I wish to have LAJ member mailing labels sent electronically to bonded third-party mail house @ _____ per label.

Yes _____ I agree to the minimum charge of \$50.00 for any mailing list/label order

Yes _____ I agree to the \$25.00 administrative set up fee, plus 9.45% tax, plus postage & handling

Signature below indicates complete acceptance of the above conditions and constitutes a contract between Louisiana Association for Justice (LAJ) and the below-named mailing list renter.

I agree to all of the conditions above;

Mailing list renter _____ Date _____
(type or print)

Signature _____

Payment information:

Make checks payable to Louisiana Association for Justice or pay by

___ American Express ___ Visa ___ MasterCard ___ Discover

Acct# _____ Exp. Date _____

Authorized signature _____

Return the signed agreement and sample mailing materials to:

Louisiana Association for Justice
442 Europe Street
Baton Rouge, LA 70802