

The Mississippi Bar Mailing Address Rental Agreement

The Mississippi Bar and the undersigned user of the MS Bar names and mailing addresses (user) hereby agree as follows:

- 1. Mississippi Bar labels are made available to users for communications by mail germane to the professional consumer or community interests of Mississippi Bar members.
- 2. The Mississippi Bar's grant of permission to use Mississippi Bar labels is conditioned upon the terms contained herein.
- 3. Mississippi Bar labels may be used only for mailing purposes and may not be used for telephone or personal contact. However, a follow-up by telephone or contact by user of a response to a mailing is not a prohibited use.
- The accuracy of the addresses is not guaranteed but reflects information on record at The Mississippi Bar as of this request.
- 5. Prior to use of Mississippi Bar Labels, user will furnish The Mississippi Bar with a copy or sample of all literature, advertising material or other matter to be mailed.
- 6. User will hold The Mississippi Bar harmless against any damages or claim of damage, costs and a reasonable attorney fees, arising out of any actual or alleged impropriety or illegality of mailed matter or infringement of trademark, trade name or copyright belonging to others.
- 7. **User may use Mississippi Bar lists for an approved use one time ONLY.** User will not copy the names or addresses or any portion hereof or extract or retain any information there from. User will not at any time permit any Mississippi Bar lists to pass into the hands of any other person, association, organization, or company except for the mailing or elimination of duplicates from other labels owned or rented by user. Any prohibited use by user shall constitute a materials breach of this Agreement.
- 8. It is expressly understood and agreed that The Mississippi Bar's rights, including but not limited to, common law and statutory rights or literary property and copyright in The Mississippi Bar lists and the medium on which supplied to user are not assigned or released as a result of this agreement, but are reserved and retained by The Mississippi Bar subject to the limited use permitted under this Agreement.
- 9. The Mississippi Bar will make every effort to meet scheduled delivery or mailing dates but will not be liable for any failure to meet requested or scheduled dates.
- 10. This agreement extends to all rental of Mississippi Bar Labels regardless of the form or medium on which they are supplied to user.
- 11. For material breach of this Rental Agreement, user will be liable to The Mississippi Bar for all damages (plus reasonable attorney fees, court costs and expenses, including expenses incurred in investigation) and loss of income.
- 12. This Agreement shall be construed and interpreted in accordance with the laws in the State of Mississippi.

Please complete this section and sign. Return with (1) Order Form and (2) Sample of mail piece.

Group or Individual Name	
Contact Phone Number	()
Contact E-mail Address	@
Contact Name Signature (printed)	
Contact Printed Title	
Contact Signature	Date: / /
Select intended use of the address	() CLE () Judicial election () notice/newsletter
provided. Provide "Other" if none of the options apply.	() Other: