



## LIST RENTAL AGREEMENT

Mailer/End User/List Renter (Company Name): \_\_\_\_\_ Mail Date: \_\_\_\_\_

This agreement between Plan Bee Direct, LLC (Broker/Agent of List Owner) and (Mailer/End User/List Renter) is in reference to the rental of the \_\_\_\_\_ list, managed by Plan Bee Direct, LLC (PBD).

Mailer/End User/List Renter understands and agrees that the names and addresses provided are unique and valuable property of the list owner. Mailer/End User/List Renter further recognizes that they are renting the use of these names for a one-time mailing only, unless otherwise specified below. The list rented will be monitored to prevent improper and unauthorized use. Unauthorized reuses will be billed at up to 10x the full shipped amount and will be due upon receipt.

Mailer/End User/List Renter guarantees that the list will not be copied or reproduced in any way, sold, or utilized by anyone other than the Mailer/End User/List Renter and that the List Owner/Manager shall be compensated for its use. None of the names or data will be transferred or integrated from the list to a house list. Telephone numbers and/or email addresses will not be appended by the Mailer/End User/List Renter as this list is strictly available for postal use. The use of the list name in any form is strictly prohibited, as is revealing where the names were obtained.

Mailer/End User/List Renter is permitted to perform a merge-purge on these names solely for eliminating duplicate mailings in conjunction with that campaign. Any other use is prohibited and could be subject to penalties up to 10 times the list rental price. Mailer/End User/List Renter is required to submit a mailing piece, which represents the offer they are extending and is a true sample of same.

### Cancellation Policy:

Mailing/Postal Lists: All cancellations must be made in writing prior to the posted mail date and are subject to a cancellation fee. Any cancellations after the posted mail date will not be honored. A cancellation fee will be incurred if the order is cancelled after suppression of any list submitted by the Mailer/End User/List Renter.

Email Lists (Released to Mailer/End User/List Renter): Cancellations are not honored. All sales final.

Email Transmission: Cancellations made after transmission are not honored. If the final transmission has not occurred and testing has begun a cancellation fee will apply.

### Usage Terms: One Time Use

### Payment Terms:

All costs will be approved by the Mailer/End User/List Renter in writing prior to production or shipment of any product. Prepayment is required on all first-time orders. Plan Bee Direct and/or the list owner reserves the right to request prepayment on any order. A purchase order is required for all invoiced orders.

Mailer/End User/List Renter hereby agrees that the above stated conditions are in effect for the full calendar year for the above referenced list and that these conditions apply to every order placed for the above referenced list within that calendar year unless your bonded lettershop has changed during that time. All third parties involved in the rental of this list will abide by the same regulations.

### Mailer/End User/List Renter

Name Title \_\_\_\_\_

Company \_\_\_\_\_

Street City, ST, ZIP \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_