

**AOTA List Rental Agreement**

*(please type or print clearly)*

In consideration of the premises contained herein, this Agreement is made as of the date first written below, between the American Occupational Therapy Association, Inc. (AOTA), a District of Columbia non-profit corporation having its principal offices at 4720 Montgomery Lane, Suite #200, Bethesda, MD 20814-3449, hereafter referred to as **List Owner** and

---

**(your company name and address)**

hereafter referred to as **List Renter**, acknowledging and agreeing to comply with the stipulations and limitations governing the use of the **AOTA Membership Mailing List** rented pursuant to this Agreement.

1. The List Renter shall rent the AOTA Membership Mailing List for the fee and terms stated in the invoice and this Agreement.
2. The List Renter acknowledges and agrees that the AOTA Membership Mailing List and any portions thereof, is the exclusive property of List Owner.
3. The List Renter shall provide the List Owner a sample of the mailing piece for approval prior to release of the mailing list. The sample mailing piece must be of professional use to the members and must not reference AOTA in any way without prior written consent from AOTA.
4. The List Renter agrees that all names and addresses furnished are provided on a rental basis for one-time use only. The List Renter guarantees the names and addresses shall not be copied, reused, sold, electronically reproduced, or used by any party except as specified in the written order to List Owner. No second use, telemarketing, tagging, appending, or list enhancement of any kind is permitted from a list without permission of AOTA.
5. The List Renter shall mail only the sample mailing piece which has been approved by List Owner. The List Renter or its agents shall not transfer names or information to its own customer files or re-contact names derived from the mailing list, or provide the names for another to make such contact, without prior written approval of List Owner.
6. Upon completion of each one-time mailing, the List Renter shall immediately destroy all unused mailing labels, letters, envelopes, and other typed or printed matter that contain names and addresses supplied by the List Owner.
7. The List Renter shall make a full payment for the mailing list in the amount specified in the List Owner's invoice for each order within 30 days of date of invoice.
8. The List Renter agrees that the rental conditions described herein shall apply to any present and future rentals of the mailing list.
9. If the completed order is determined to be incorrect, List Renter must notify the AOTA List Rental Service within 30 days after receipt of order. Otherwise, the order shall be determined correct and payment in full shall be due.
10. The List Renter understands that there is a NO RETURN POLICY on all label orders. If List Renter has any doubts of how the order will be perceived when processed, then the AOTA List Rental Service must be contacted for clarification before placing the order. No refunds or credits will be made after an order has been processed.
11. All label counts received by the List Renter from List Owner prior to completion of the actual mailing list are approximate and subject to change daily. List Owner shall not be responsible for shortages or overruns of materials based on estimates.
12. List Owner reserves the right to "seed" their lists using decoy names to protect against unauthorized use.
13. List Owner's liability for any damages or losses incurred by List Renter through the use of any list shall be limited to the actual cost of the mailing list rental paid by List Renter to List Owner.

**Company Name** \_\_\_\_\_

**Contact Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Make a copy of this agreement for your records.**

Questions? Call the AOTA List Rental Service Manager at 800-877-1383, ext. 2749.