

SPSSCS List Rental Order Form

Your name		Mail Date	
Your company		Mailing house	
Street address		Street address	
City, State		City, State	
Company contact		Company contact	
Title		Title	
Phone		Phone	
Fax		Fax	
Email		Email	

Pricing	Order	Payment	Method
Approx 435 Active Members & Past 2 Years \$800.00 (Excel)		<input type="checkbox"/> Check payable to SPSSCS	
		11262 Monarch Street	Garden Grove, CA 92841
		<input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AMEX	
		Account number	
2018 Exhibitor Discount 50%		Expiration date	
Subtotal		Cardholder name	
Total		Cardholder's signature	

Terms and Conditions	
Contract	This order form must be accompanied by your signed SPSSCS Mailing List Agreement. This contract provides important details of the scope and limitations of your list rental license.
General Policies	All organizations, commercial and not for profit, must submit a sample of their mailing piece in advance. All mailings must be approved by the Society's Executive Director. Lists released to mailing house only. Mailings can be rejected for any reason at the discretion of the Society. Lists are available for one time usage only; list is not available for sale. Request form for list rentals must be submitted along with the sample mailing piece.
Your Agreement	By submitting this List Rental Order Form, you and any entity you represent are agreeing to be bound by the terms and conditions stated in this Order Form and your signed SPSSCS Mailing List Agreement. Please review all these documents before submitting your order.
Cancellations	If we receive your cancellation prior to your mail date, you will be charged \$50 plus any running and material charges. No refund will be given if we receive your cancellation on or after the mail date specified above. Please send cancellations to Missy Robinson - missy@surgery.org or fax 562-799-1098.

Renter's signature

Today's Date

Completed order forms can be emailed to:
Missy Robinson - missy@surgery.org or faxed 562-799-1098

SPSSCS Mailing List Agreement

Thank you for your interest in the SPSSCS Mailing subscriber list. This signed Agreement must be returned with payment prior to the release of the list.

Agreement

PLEASE READ THE AGREEMENT ("Agreement") CAREFULLY BEFORE SIGNING.

The SPSSCS Mailing List is the property of The Society of Plastic Surgical Skin Care Specialists (SPSSCS), and you are licensed ("Licensee") to use the list pursuant to the Terms and Conditions of this Agreement for the mailing of (copy attached) within 90 days. If you are a representative of a business or corporation, you understand that you are signing this Agreement on behalf of the business or corporation and that all provisions of this Agreement apply to that business or corporation.

I. SCOPE OF SINGLE USE LICENSE

SPSSCS grants a limited, single use, non-exclusive, non-transferable License to use the List for the sole purpose as submitted to SPSSCS by the Licensee. Any change in the use of the List (as described and submitted to SPSSCS), requires prior written approval from SPSSCS.

II. LIMITATIONS ON LIST USE

The List is proprietary information belonging to the SPSSCS, who retains exclusive title to and ownership of all rights in the List. These rights are protected under copyright, trade secret and other intellectual property laws and by this Agreement. Any uses not specifically authorized or licensed under this Agreement are prohibited and reserved by SPSSCS. Licensee's physical possession of the List does not imply any rights that are not specifically licensed in this Agreement.

All information licensed to Licensee pursuant to this agreement is provided for the exclusive use of the Licensee. Licensee agrees that unauthorized use or conveyance of the List, in part or in whole, infringes on the SPSSCS' copyright and trade secrets, is a breach of this Agreement and may cause irreparable harm to SPSSCS.

Licensee will not make unauthorized use or conveyance of the List. Licensee will not use the list to enhance, overlay, tag or add information to any other list, file, or database. Except as expressly set forth herein, no part of the List may be modified, copied, or distributed in any media without SPSSCS' expressed prior approval.

Licensee is responsible for safeguarding the List at all times from being used or reproduced in any way contrary to the limited license rights granted herein. Licensee may use competent employees, agents, representatives, vendors, or other service providers to process permitted uses, so long as they are advised of the limitations set forth in this Agreement. Licensee is responsible for compliance by any other parties with this Agreement.

Licensee shall take reasonable steps to protect the List using methods at least equivalent to the steps Licensee takes to protect its own proprietary information, but not less than a reasonable standard, during the Term of this Agreement, and for a period of time until the List is properly destroyed and shall prevent the duplication or disclosure of lists other than as provided by this Agreement.

Licensee's use of the List will be conducted in accordance with all applicable laws, regulations, and accepted industry standards. Licensee will not alter, eliminate or otherwise make ineffective the decoys that have been placed in the List by SPSSCS to help detect unauthorized usage.

SPSSCS provides information to Licensee with the express understanding that all communications and actions by the Licensee are their own and the content and method shall comply with all applicable laws and regulations. In the event of a third party dispute, Licensee agrees to indemnify SPSSCS for any costs related to defense or damages, including reasonable attorney fees and court costs.

Provision of a List by SPSSCS does not imply approval or endorsement of products, programs, or services provided by the Licensee. Each list rental is a separate contract between SPSSCS and the Licensee and shall imply no obligation of SPSSCS to enter into future contracts for the use of this List.

III. TERMINATION OF AGREEMENT

Upon termination of this Agreement or use of the list by Licensee, the Licensee shall ensure that all copies of the List are completely destroyed, deleted, scratched, and purged from all mediums, including without limitation electronic storage, email, disk, tape, and printed documents. All provisions relating to the protection of SPSSCS proprietary rights shall survive termination or cancellation of this Agreement.

IV. PENALTY FOR NON-AUTHORIZED USE OR VIOLATIONS OF THIS AGREEMENT

If the Licensee uses the List in a manner that is not in compliance with this agreement, the Licensee agrees to pay liquidated damages of up to \$5000 per use of the List plus any attorney fees and court costs. The Licensee understands that the SPSSCS may also refuse, at its sole option, to provide the List to the Licensee in the future.

V. WARRANTY

Although SPSSCS uses reasonable efforts to ensure accuracy of the Lists, SPSSCS does not represent or warrant that the information contained in the List is complete or free from error, and hereby expressly disclaims any liability to any person for any loss or damage (including but not limited to postage, returned mail fees, etc.) caused by errors or omissions in the List, whether such errors or omissions result from negligence, accident, or any other cause.

VI. TECHNICAL SUPPORT

SPSSCS does not provide technical support for the use of the List.

VII. CONSTRUCTION, VENUES

This agreement shall be governed by, construed and interpreted according to laws of the State of California as if executed and fully performed in that State and exclusive jurisdiction of all disputes hereunder shall lie in the courts of the State of California. The parties hereby submit to the jurisdiction of those courts with respect to such disputes only.

VIII. EXECUTION OF AGREEMENT

I hereby acknowledge that I have read this agreement and warrant that I am authorized to sign on behalf of my company or organization. I understand that by signing this agreement, I and/or my company or organization is bound by the terms of this agreement.

_____	_____
Signature of Authorized Representative	Date
_____	_____
Name and Title (Print)	Title (Print)

Company/Organization (Print)	