



**UNITED
STATES
PARACHUTE
ASSOCIATION**

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United States Parachute Association Mailing List Rental Program Agreement

In consideration of the covenants contained herein, the parties agree as follows:

USPA shall make available to _____ a list of the names and addresses of its members on the terms, conditions and price contained in this Agreement package.

The list may not be used in connection with any communication which, in the opinion of USPA, would tend to mislead, misinform, or deceive or which is distasteful in content or presentation. USPA may also reject materials considered contrary to the well being of USPA and its membership.

The list may be used only for mailing purposes and may not be used for telephone or personal contact. User follow-up by telephone or personal contact to a response to a mailing is not a prohibited use. The list is not returnable or refundable.

Prior to any mailing, user must furnish to USPA a copy of all materials to be mailed. USPA at its discretion (which it agrees to reasonably exercise) may disapprove any part or all of such materials before mailing.

User shall indemnify and hold USPA harmless against all claims, damages, costs, expenses, including attorney's fees arising out of the use of the list, including claims for infringement of copyright, trademark, or tradename, defamation, and misappropriation of proprietary rights.

User may use the list one time only and will not copy the list or any portion thereof, or extract or retain any information therefrom. User shall not permit the list to pass into the hands of any other person or entity.

It is expressly understood and agreed that USPA's rights, including, but not limited to, common law and statutory rights or literary property and copyright in USPA's list and the data contained therein are not assigned or released as a result of this Agreement, but are reserved and retained by USPA subject to the limited use permitted under this Agreement.

The list and information thereon at all times is and remains the sole property of USPA and in no event shall user divulge to anyone, make copies of or use same in any way, except as may be permitted in writing by USPA. Within ten days of cancellation, user shall return to USPA, all lists and copies of lists or names taken from USPA lists; this is an independent obligation.

User agrees to forward to USPA within ten (10) days following receipt, any letter or other documents (or copies thereof) containing complaints by USPA members regarding the user's mailing, the matter transmitted therein, or the offered product or service.

The list may be used to win support for the nomination or election of any person to the U.S. Parachute Association Board of Directors. However, this list may not be used for political activities outside of the United States Parachute Association.

For any breach of this Agreement, user shall be liable to USPA for all damages, including reasonable attorney's fees, costs and expenses, including expenses incurred in investigation, and loss of income.

I have read and understand this Agreement.

Signature: _____ Title: _____ Phone _____

Date: _____ Company: _____

Address: _____ City/State/Zip: _____