

## MPI NEW ENGLAND CHAPTER MEMBERSHIP LIST LICENSE TERMS

- 1. MPI NEW ENGLAND CHAPTER's Ownership of its Membership List** - The MPI NEW ENGLAND CHAPTER Membership List is and remains the exclusive property of MPI NEW ENGLAND CHAPTER which MPI NEW ENGLAND CHAPTER is entitled to protect. The Membership List represents specific, unique, secret, confidential and unpublished data and material.
- 2. Single Use License and Payment Terms** - Licensee agrees to rent the Membership List, at the price indicated on the attached Price List, for a single use only, to be used within 30 days from the date of shipment by MPI NEW ENGLAND CHAPTER to Licensee. Full payment is required prior to any usage of the Membership List. The Membership List is non-returnable. MPI NEW ENGLAND CHAPTER makes no warranties as to the accuracy of the Membership List.
- 3. Limited Use** - Licensee agrees to use the Membership List within the time period stated in paragraph 2 solely for the mailing pieces approved according to the conditions in paragraph 5.
- 4. Restrictions on Duplication or Transfer** - In using the Membership List, Licensee agrees not duplicate, reproduce or copy the Membership List in any form or by any means, not to transfer, sell, loan or otherwise provide the Membership List to any other person or entity except as necessary to carry out the single use for which the Membership List is being licensed. Licensee shall not retain the Membership List or any portion thereof after the use described in paragraph 3 and agrees to require any third parties to delete the Membership List upon completion of the single use for which it has been licensed.
- 5. Prior Approval of Mailed Materials** - Licensee agrees to submit to MPI NEW ENGLAND CHAPTER for its approval, in the form proposed to be mailed and at least ten days prior to Licensee's use of the Membership List as described in paragraph 3, all materials to be mailed by Licensee to the names on the Membership List. Licensee shall not mail or otherwise provide to the names on the Membership List any materials which have not been previously submitted to and approved by MPI NEW ENGLAND CHAPTER. The Licensee agrees not to use the purchased List to distribute periodicals. Failure of the List Licensee to adhere to these provisions shall constitute a breach of this Agreement and shall discharge Meeting Professionals International from any further performance hereunder. Under these provisions, Meeting Professionals International has the right to inspect materials to be mailed in their final form.
- 6. Indemnification** - Licensee shall indemnify, defend and hold harmless MPI NEW ENGLAND CHAPTER, its officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind or nature, including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which MPI NEW ENGLAND CHAPTER, its officers, directors, employees and agents, and each of them, may incur arising out of any act or omission on the part of Licensee or any third party to which the Membership List is distributed, their officers, directors, employees and agents, and each of them, in the use of the Membership List and/or in the performance or breach of this Agreement.
- 7. Execution, Applicable Law and Forum Selection** - This Agreement shall be governed in accordance with the laws of the State of Illinois in every respect. Any action relating to or arising out of performance or breach of this Agreement shall be brought only in the state courts of Illinois located in Chicago, Illinois, and Licensee waives all objections to and submits to the jurisdiction of those courts for all such actions.
- 8. Enforcement** - In the event it becomes necessary for MPI NEW ENGLAND CHAPTER to initiate legal action to enforce its rights under this Agreement, including but not limited to enjoining any use of the Membership List not authorized by this Agreement on the part of Licensee or any third parties to which Licensee distributes the Membership List, MPI NEW ENGLAND CHAPTER shall be entitled to recover from Licensee, in addition to such amounts or other relief as may be awarded at law or equity, all revenues earned by or related to Licensee's or any third party's use of the Membership List, and MPI NEW ENGLAND CHAPTER's attorneys fees and costs. This Agreement represents the final agreement between the parties and all negotiations both prior and contemporaneous are merged herein.

Buyer's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Purpose of mailing: \_\_\_\_\_

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I wish to purchase the MIPINE Mailing List. I agree to all terms stated above and understand that the list must be prepaid. I am emailing or mailing the proposed mailing material to MPINE and understand until the material is approved, the mailing will not go out.

**Membership List (mailing information for all MPINE members)**

**Mailing Labels:** Member Fee: \$250.00 Non-Member Fee: \$350.00

**Eblast Fee:** Member: \$175 Non-Member Fee: \$250

**Please Sort the list by**

- All Members
- Planners Only
- Suppliers Only
- NEMICE Attendee Mailing List (non-exhibitors)
- NEMICE Exhibitor Mailing List

MPI/NE- Credit Card Authorization

I, \_\_\_\_\_ (please print), hereby authorize the MPINE to debit the following account as detailed below:

American Express     MasterCard     VISA    Exp. Date \_\_\_\_\_

Card Number: \_\_\_\_\_

Payment Amount \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Name as on Card: \_\_\_\_\_

Mail, fax or email payment and authorization form to: MPI/NE, 342 N. Main Street, West Hartford, CT 06117.  
Fax: 860-586-7550 or email to: [ksmith@mpine.org](mailto:ksmith@mpine.org). Make payments to MPI/NE