



111 K Street NE, 9th Floor ▪ Washington, DC 20002
800.283.2877 (U.S. & Canada) ▪ Fax 202.842.0850 ▪ abainfo@buses.org ▪ www.buses.org

MAIL LIST RENTAL AGREEMENT

AGREEMENT made this _____ day of _____, 201__ by and between American Bus Association, 111 K St., NE, 9TH Floor, Washington, DC 20002, and _____, ABA Member No. _____
(name of company or individual renting list) (if applicable)

WHEREAS, American Bus Association is the owner of a written compilation of all names and addresses of American Bus Association members, and WHEREAS, _____ (hereinafter, "List Renter"), desires to rent the membership list from American Bus Association.

THEREFORE, the parties agree as follows:

- 1) American Bus Association agrees to lease, and the List Renter agrees to rent the membership list for a one-time mail use purpose. List Renter agrees to provide additional remuneration for each additional use of the list after the first use.
- 2) List Renter agrees that in utilizing the ABA membership list, it will not disclose, transfer, duplicate, reproduce, or retain any portion of the membership list in any form whatsoever, nor will it permit any third party, agent, employee, or contractor or their respective agents and employees to do so.
- 3) List Renter agrees that its use of the ABA list shall be limited solely to the following activities, (describe how the list will be used): _____
- 4) List Renter agrees to reimburse American Bus Association for all costs which American Bus Association shall incur in enjoining unauthorized parties from using the membership list in all cases where it is definitely proven that such unauthorized parties gained access to the membership list solely through Renter's agents or employees.
- 5) List Renter agrees that during the terms of this agreement, American Bus Association shall have the right to monitor the use of the membership list. This shall include the right of American Bus Association to demand, in writing, assurances with the terms of this agreement. Failure of the American Bus Association to receive such written assurance within ten (10) days of any such written demand constitutes a breach of this agreement.
- 6) The List Renter agrees that the American Bus Association has the right to inspect materials to be mailed in their final form.
- 7) In the event of a breach of this contract by the List Renter, List Renter shall be liable to American Bus Association for all actual damages, punitive or exemplary, and for all reasonable attorneys's fees, costs and other expenses incurred by American Bus Association in enforcing the contract and such other relief as may be allowed at law or equity.
- 8) List Renter agrees that it will not use the membership list for the mailing of periodicals.
- 9) This agreement shall be governed under the laws of the District of Columbia.
- 10) Any emails that are sent using our list rental have an Unsubscribe link on the bottom.
- 11) This agreement represents the final agreement between the parties and all negotiations both prior and contemporaneous are merged herein.

WITNESS the following signatures:

By: _____
(ABA) Date

By: _____

For: _____
(List Renter) Date



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REQUEST TO RENT LISTS
 (Please print or type)

ORGANIZATION _____ DATE _____

NAME _____

ADDRESS _____

CITY/STATE/PROV/ZIP/POSTAL CODE _____ PHONE _____

E-MAIL ADDRESS (necessary for digital file delivery) _____

TYPE OF FILE () Excel File sent via e-mail addressed to company primary contact
 () Fax Broadcast using ABA's fax broadcast service addressed to company primary contact

MEMBERS () All members (Bus Operators, Tour Operators, Associates, Travel Industry Suppliers)
 (check all that apply): () Bus & Tour Operators (bus & tour companies)
 () Operators only (bus companies)
 () Tour Operators only (tour companies)
 () Travel Industry Suppliers (DMOs, accommodations, attractions, food service, etc.)
 () Associates (manufacturing/service companies)

ALL ORDERS MUST BE PREPAID (by check, money order or charge in U.S. dollars)

LIST COSTS:

	<i>MEMBER PRICE</i>	<i>NON-MEMBER PRICE</i>
*One time (first) list use:	\$335 (digital file/fax svc.**)	\$1000 (digital file)
*Additional fee for multiple list use:	\$100	\$300

*Price of first use is \$335 for members or \$1000 or for non-members; multiple list rental is \$100 or \$300 per use after first use depending on membership status.

****Company must also pay the cost of successfully sent faxes in addition to fee.**

MEMBERS: [Circle one: Digital Fax Svc.] No. of sets _____ \$ _____ TOTAL ENCLOSED

NON-MEMBERS: [Circle one: Digital Fax Svc.] No. of sets _____ \$ _____ TOTAL ENCLOSED

Enclosed is my check made payable to the American Bus Association for \$ _____

Please charge my VISA MASTERCARD AMERICAN EXPRESS \$ _____

Card Number _____ Exp. Date _____

Cardholder Name (please print) _____ Signature _____

Cardholder Address _____

**THANK YOU FOR YOUR ORDER. IF YOU HAVE ANY QUESTIONS,
 PLEASE CONTACT THE ABA MEMBER SERVICES DEPARTMENT AT (800) 283-2877.**

(For ABA Office Use Only): DATE PAID _____ DATE SENT _____ CHECK # _____