



List Rental Agreement

Two Blue Hill Plaza | Pearl River, NY 10965 | Office: 845-920-1515 | Fax: 845-920-1516

The postal names and phone numbers supplied to the list user are proprietary to Reach Marketing and its partners.

The list user agrees to be responsible for and to control the use and distribution of the list data. The list user may use a third-party service provider to process and fulfill the mailing or telemarketing campaign but the list user remains solely responsible for their compliance to the conditions within this agreement.

The list user agrees to use the postal or phone data only one time in conjunction with the pre-approved mailing piece or phone script. All additional uses must be approved by Reach Marketing in advance. List user agrees to reciprocal rental if the list user has a list on the market.

List user represents and warrants that it is their responsibility to use the list in compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to applying suppressions for do-not-call, pre-recorded messages and/or solicitations and calls to cell phones.

The list is provided to the list user "as is" with any and all defects, errors and deficiencies. Reach Marketing hereby disclaims all warranties in the list, express or implied, including warranties of merchantability and fitness for a particular purpose.

The data supplied shall not be copied, sold or transferred by the list user to any unauthorized party. The list user understands that the list data is monitored by seed/decoy records. These decoys are not to be altered or eliminated at any time.

Immediately after use, the list user agrees to have the data completely destroyed and erased from all systems. The list user is unconditionally liable to Reach Marketing and its partners for any improper use of the list data and expenses or damages caused by breach of this agreement.

The list user agrees that the above provisions are effective for a 12-month period beginning on the signature date below and that the provisions apply for every subsequent postal or telemarketing list order placed within this time period. This agreement is binding for any list managed by Reach Marketing.

Advertiser Company Name: _____

Contact Name: _____ **Title:** _____

Full Address: _____

Phone _____ **Email:** _____

Signature: _____ **Date:** _____ 2019