

Illinois State Bar Association

424 South Second Street
Springfield, IL 62701



Purchase of ISBA Mailing Lists – Guidelines

The Illinois State Bar Association (ISBA) mailing lists are available for a **one-time** use provided the proposed mailing is consistent with existing Association policies as listed on the Member Names & Addresses Limited Use Agreement provided in this document. Sample materials will be reviewed with a decision as to whether or not to provide the mailing list. The ISBA reserves the right to refuse to rent its lists at its sole discretion. The mailing list provides names and physical addresses only, no email addresses or phone numbers will be included. The list will be sent as an Excel document.

Rates

ISBA Member Rate - 11¢ per record

Non-Member Rate - 15¢ per record

Minimum charge per order = \$100

Required information

1. Completed Mailing List Limited Use Agreement form.
2. Sample of the mailing piece you intend to send to our members.

Orders for mailing lists will be processed as quickly as possible with delivery time ranging from one to three days.

For further information

John Mikels – 800-252-8908 ext. 1437

Or via email at jmikels@isba.org

Use of this mailing list prohibits mention of, or any reference to, the Illinois State Bar Association.

Limited Use Agreement

By placing an order and accepting delivery of mailing lists from the Illinois State Bar Association (ISBA), the customer and ISBA agree to the terms in the Member Names & Addresses Limited Use Agreement on the following page.

Type of List

Full membership District Circuit County Section

(If you request a list by district, circuit, county or section please supply the list on a separate page.)

Sort by

Zip Last Name County

Statement of Purpose

Describe the piece you intend to mail to our members and include a copy or draft of mailer.

Payment

Upon receipt of the Mailing List Limited Use Agreement form we will calculate the cost of the requested list and let you know as soon as possible what the cost is. Payment in full is required before we can send the list.

Company Name _____

Address, City, State, Zip _____

Phone _____ E-Mail _____

Print Name _____ Signature _____

Date _____

Submit to:

Illinois State Bar Association
c/o John Mikels
424 South Second Street
Springfield, IL 62701

E-mail: jmikels@isba.org



Member Names & Addresses Limited Use Agreement

The Illinois State Bar Association (ISBA) and the undersigned user of the ISBA names and addresses (user) hereby agree as follows:

1. ISBA member names and addresses (excluding e-mail addresses) are made available to users for communications by mail which are germane to the professional, consumer, or community interests of ISBA members.
2. The ISBA's grant of permission to use ISBA member names and addresses is conditioned upon the terms contained herein.
3. ISBA member names and addresses may be used only for mailing purposes and may not be used for telephone or personal contact. However, in the event the user receives a response from a lawyer as a result of a mailing using the names provided by the ISBA, user may thereafter contact such lawyer with respect to the subject matter contained therein by telephone, personal contact, or mail as provided by that lawyer.
4. Prior to delivery of the ISBA member names and addresses, user will furnish the ISBA with a final copy of all literature, advertising material or other matter to be mailed. The ISBA reserves the right to refuse to rent its member names and addresses to user at its sole discretion and for any reason. Additionally, user will not use the ISBA member names and addresses provided under this agreement for mailing with respect to the following items: tobacco; alcoholic beverages; political campaigns; firearms, gambling; pornographic materials; and any other items or subjects added to this list from time to time (prior notice of which need not be provided to user).
5. The ISBA name or logo may not be used on any material mailed by user.
6. User may use ISBA member names and addresses for an approved use one time only. User will not copy, replace, or duplicate the names and addresses or any portion thereof or extract or retain any information there from. User will not at any time permit any ISBA member names and addresses to pass into the hands of any other person, association, organization or company. Any prohibited or unauthorized use by user shall constitute a material breach of this Agreement.
7. User will hold the ISBA harmless against any damages or claim of damage, costs and reasonable attorney fees, arising out of any actual or alleged impropriety or illegality of mailed matter, or infringement of trademark, trade name or copyright belonging to others.
8. It is expressly understood and agreed that the ISBA's rights, including, but not limited to, common law and statutory rights of literary property and copyright in the member names and addresses and the medium on which supplied to user are not assigned or released as a result of this Agreement, but reserved and retained by the subject to the limited use permitted under this Agreement.
9. User agrees to forward to the ISBA within (30) days following receipt, any letters or other documents (or copies thereof) containing complaints by ISBA members regarding the user's mailing, the matter transmitted therein, or the offered product or service.
10. ISBA charges for the use of names and addresses do not include sales, use, excise, or similar taxes. Consequently, in addition to the standard charge, the amount of any present or future tax applicable to the sale of the labels or data will be paid by user, or in lieu thereof, user will provide the ISBA with a tax exemption certificate acceptable to the taxing authorities.
11. The ISBA will make every effort to meet scheduled delivery or mailing dates but will not be liable for any failure to meet requested or scheduled dates.
12. This Agreement extends to all rental for ISBA member names and addresses regardless of the form or medium on which they are supplied to user.
13. For material breach of this Agreement, user will be liable to the ISBA for all damages (plus attorney's fees, court costs, and expenses, including expenses incurred in investigation) and loss of income.
14. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
15. The ISBA reserves the right to remove the names of any member from an order. This may include, but is not limited to, members who are not in good standing with the ISBA at the time of order or who have requested that their name not be released.
16. The user is solely responsible for determining that the information provided by the ISBA is sufficiently accurate for the user's purposes.
17. Any complaint arising upon receipt of the list of ISBA member names and addresses must be made to ISBA within 15 days of receipt.
18. Pre-payment is required for all new accounts.