



THE BAR ASSOCIATION OF  
SAN FRANCISCO

## AGREEMENT FOR THE USE OF THE BAR ASSOCIATION OF SAN FRANCISCO MEMBERSHIP LIST

THIS AGREEMENT is made and entered into by and between the Bar Association of San Francisco (hereafter “BASF”), with its principal place of business at 301 Battery Street, San Francisco, CA and the undersigned User of membership list (hereafter, “User”).

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

1. The BASF’s grant of permission to use its membership list or any subset thereof (hereafter “BASF list”), is conditioned upon the terms contained herein or elsewhere regarding limitation of advertising practices, types of use or users. User represents that User has read said policy, understands it and agrees to use the BASF list in accordance therewith.
2. The BASF list may not be used in connection with any communication which, in the opinion of the BASF, would tend to mislead, misinform, deceive or be offensive to BASF Members.
3. At the time of requesting permission to use the BASF list, User will provide a statement of its intended purpose and will furnish the BASF with a copy of sample of all literature, advertising material or any other matter to be mailed. The BASF, in its sole discretion, may decline to approve any part of all of such matter for mailing if it would tend to mislead, misinform, deceive or be offensive to BASF Members, or would otherwise not be in the best interests of the BASF or its members to grant such permission.
4. User may use the BASF list only for the approved use specified in the statement required in Paragraph 3, and only once. User will not copy or reproduce in any form the list or any portion thereof or extract or retain any information there from without the prior written approval of BASF. User will not at any time permit any information appearing on or contained in any BASF list to pass into the hands of any other person, association, organization or company without the prior written approval of BASF. Any prohibited use by User shall constitute a material breach of this Agreement.
5. Any BASF list requested by, and made available to the User shall be delivered “as is.” The BASF will not guarantee to eliminate duplicate listings from separate lists and does not warrant the currency or accuracy of any item on the BASF list.
6. Any BASF list furnished hereunder will not include the name and addresses of members of the BASF who have validly exercised a written election to have

their names removed from BASF membership lists for the purpose of this Agreement.

7. BASF lists are made available only for communication by mail, and shall not be used for telephone or personal contact.
8. The User agrees to pay the fees for each list requested, including the minimum charge indicated.
9. In advance of providing the BASF list to User, the User shall furnish the BASF with:
  - (a) a fully executed copy of this Agreement; and
  - (b) full payment of the appropriate fees for such use.
  - (c) User shall send to the Continuing Legal Education Department a sample of the material to be mailed.
10. No communication sent to a person on a BASF list furnished hereunder shall in any way, expressly or otherwise, indicate that such communication or the User's sponsoring organization or the User has been approved by, has the cooperation or support of, or has any other connection with the BASF.
11. It is expressly understood and agreed that the BASF rights, including but not limited to common law and statutory rights of literary property and copyright in the BASF list and the data contained therein are not assigned or released by this Agreement, but are reserved and retained by the BASF, subject to the limited use permitted under this Agreement.
12. User agrees to forward to the BASF, within thirty (30) days of receipt, any letters or other documents (or copies thereof) containing complaints by BASF Members regarding the User's mailing, the matter transmitted therein, or the offered product or service.
13. The BASF will make reasonable efforts to meet scheduled delivery or mailing dates, but not be liable for any failure to meet requested or scheduled dates.
14. The BASF may enforce this agreement by way of claim for damages, temporary restraining order, preliminary or permanent injunction, specific performance or otherwise. In addition, BASF may deny subsequent requests for use of the list from any entity when the BASF has reasonable cause to believe that said entity has used the BASF list in violation of this Agreement, regardless of the fact that the BASF may not have taken any formal action to enforce this Agreement.
15. The User hereby agrees to indemnify, hold harmless and to defend (with counsel acceptable to BASF) the BASF (its Board, Officers, Committee Members, consultants, advisors, employees and agents as the same may be constituted now and from time to time hereafter) against any and all claims (including claims which are false or fraudulent), liabilities, losses, damages,

costs or any expenses whatsoever (including the costs of defense and reasonable attorneys' fees), which may arise in connection with or as a result of the BASF providing a membership list to the User, including but not limited to any claim based on theft of the membership list from User and its subsequent use by an unauthorized user. In the event that both BASF and User are named as defendants in the same civil action, then if, in the opinion of the BASF, a conflict of interest arises between said parties, User agrees to provide at its own cost independent counsel, acceptable to BASF, for the BASF. In connection with any such defense, User shall make available to BASF such records as BASF may reasonably request.

16. For breach of this Agreement, User will be liable to the BASF for all damages, plus reasonable attorneys' fees, courts costs and expenses, including expenses incurred in investigation.

USER: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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## POLICY OF THE BAR ASSOCIATION OF SAN FRANCISCO REGARDING USE OF ITS MEMBERSHIP LIST

The Association shall grant permission to any person or entity (hereafter User) to use its membership list or any subset of such list, (hereafter “BASF list”) under the conditions outlined below:

1. Each Member of the Bar Association of San Francisco (BASF) shall have, on an annual basis, the right to request the BASF to remove his/her name from the list supplied to non-association sponsored or approved users. It shall be the responsibility of the Executive Directory, with the approval of the Executive Committee, to provide notice of this right to all BASF members. It shall also be the responsibility of the Executive Directory to provide all new admittees and other new members with an appropriate notice and a similar opportunity to have their names deleted.
2. The User shall be entitled to the BASF list or subset of the list for the single use upon submission of the following:
  - (a) a written request stating the intended purpose,
  - (b) a sample of the material to be mailed,
  - (c) payment of the prescribed fee for the names and addresses,
  - (d) and an executed copy of the User Agreement (attached)
3. The BASF list shall be made available only for communication by mail, and may not be used for telephone or personal contact.
4. Charges to Users of the BASF list shall be established by the Association’s Executive Committee and have a two-tier price structure in accordance with the following User categories.
  - (a) For activities sponsored by and directly benefiting the Association, such as containing legal education, travel or insurance programs, or when BASF is an approved co-sponsor of an activity, and for the Association’s election, the list shall be provided at the Association’s out-of-pocket cost, and
  - (b) For all other uses the charge shall be based upon rates as established by BASF.
5. The Executive Director shall have the discretion to deny use of the BASF list when it is in the best interest of the Association and its members to do so, and shall deny use of the BASF list when materials proposed for the mailing tend to mislead, misinform, deceive or be offensive to BASF members. Such a deterioration shall be subject to review by the BASF Executive Committee upon request of the potential user.

6. The price includes shipping & handling charges. Overnight service is available at a \$25 charge.
7. Users shall be required to send a sample of the materials to be mailed.
8. Any dispute over release of any labels shall be referred to the BASF Executive Committee for resolution.
9. Appropriate controls shall be employed to insure compliance with these policies and the User agreement. The Executive Director shall have the authority to implement procedures and appropriate controls for the program.