



POSTAL/TELEMARKETING LIST RENTAL AGREEMENT

1. The postal/telemarketing list rental agreement is entered into as of the date specified below by and between 1105 Media, Inc. (List Owner) and the List Renter named below.
2. The following terms and conditions apply to every postal and telemarketing list rental order placed on List Owner's lists by the List Renter. The Agreement covers a twelve-month period from the date signed.
3. List Renter agrees that this Agreement grants only one-time, non-exclusive, non-transferable licensed usage of the list for one mailing of specifically and expressly pre-approved mailing piece (or telemarketing script in the case of telemarketing) within 60 days of the mail date stated in the order. Any additional usage must be approved in writing by List Owner.
4. List Renter agrees that unauthorized use, reuse or conveyance of the list in whole or in part, infringes on List Owners' copyrights and trade secrets, breaches this Agreement and may cause irreparable damage to the List Owner.
5. List Renter promises and unconditionally agrees that they will not resell, disclose, transfer, duplicate, reproduce or retain in any form or manner whatsoever, all or any part of such list, or permit any third party, agent, employee or contractor or their respective agents and employees to do so.
6. List Renter is responsible for safeguarding the list at all times and it will not be reproduced in any way contrary to the limited licensed rights stated in this Agreement. List Renter may use agents, vendors or other service providers to process the authorized mailing but List Renter remains solely responsible for their compliance of this Agreement.
7. List Renter acknowledges that at all times the list remains the sole property of List Owner. Mere physical possession of the list does not imply any rights that are not specifically licensed by this Agreement.
8. List Renter shall be solely responsible for providing mailing piece to be sent to this list (or the telemarketing script to be used), and therefore, shall be solely responsible for the content contained therein.
9. List Renter agrees that List Owner will seed mailing list with decoy names and addresses in order to monitor List Renters compliance with this Agreement. List Renter acknowledges that they may not attempt to detect or eliminate any seed names.
10. List Owner is providing the list to List Renter "as is", with any and all defects, errors and deficiencies. List Renter agrees to indemnify and hold harmless List Owner from any and all claims, damages, losses or expenses, however incurred, occasioned by the use of the list(s). Renter understands and agrees that List Owner makes no representations or warranties with respect to the list.
11. List Renter agrees to make full payment to List Manager for List Rental within 30 days from the mail date (if applicable). List Owner will hold responsible for payment whatever party, whether broker, agency or direct account that has signed the contract.

12. Cancellation by List Renter after mail date stated in list order will require full payment of the List Rental charges by the List Renter.
13. In the event the List Renter uses the list contrary to the provisions of this Agreement, the List Renter shall be held unconditionally responsible. Therefore, any and all costs/expenses incurred by List Owner in enforcing this Agreement, including attorney's fees, will be the List Renter's responsibility.
14. List Renter will be liable to List Owner for any loss, expense or damages (including attorney fee and legal costs) incurred by List Owner as a result of any breach by the List Renter.
15. List Renter agrees to reciprocal rental if the List Renter has a list on the market. By signing this list rental agreement, the List Renter agrees to this reciprocity.

LIST RENTER'S AUTHORIZATION FOR COMPLETION OF ORDER:

List Renter acknowledges reading this Agreement, understanding it, and agreeing to be bound by its terms and conditions. List Renter further agrees that it is the complete and exclusive statement of the Agreement between List Renter and List Owner which supersedes any proposal or prior agreement, oral or written, and any communications between List Renter and List Owner relating to the subject matter of this Agreement.

Signature _____ Date _____

Name of Exhibiting Company (Vendor)

Name of Mailing Organization

Name of Authorized Representative

Signature of Authorized Representative

Date:

Title of Authorized Representative

Tel: _____ Fax: _____ Email: _____

Third Party Bonded Mail House

Name of Designated Mail House

Name of Authorized Representative

Signature of Authorized Representative

Date:

Title of Authorized Representative

Address of Mail house (for delivery of list)

Tel: _____ Fax: _____ Email: _____

IMPORTANT NOTE: List requests will not be processed without complete third-party mail house information. Lists will not be disclosed directly to vendors.

Mailing list must be used for product promotions only and cannot be used to promote other conferences or events. Vendor must provide show management with a sample fulfillment piece prior to mailing. Please note Pre-show list will be available the first week of January, 2011

This form must be completed and returned prior to list shipment.
Please fax form to **774-759-3048**