



# ONE-TIME PRE-REGISTERED LIST RENTAL AGREEMENT

List availability – October 2 to October 16

Cost - \$350

**This agreement must be signed and the sample mailing piece faxed and approved before the List can be released**

Submit a sample mail piece (what you plan on mailing to the attendees—letter, postcard, brochure, etc.) This can be in draft format or the finished product. **Fax or email the sample and signed agreement to Lori Poole at SME, 313-425-3407 or email [lpole@sme.org](mailto:lpole@sme.org).** Once approved, you will receive an e-mail with a link to the on-line order.

Company: \_\_\_\_\_ Booth #: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip Code \_\_\_\_\_

WHEREAS the FABTECH International & AWS Show, including METALFORM Management develops and maintains certain mailing lists (the “list” or “list(s)”), and

WHEREAS said lists constitute trade secrets of the FABTECH/AWS/METALFORM show, in which FABTECH/AWS/METALFORM show management has exclusive proprietary rights and interests, and

WHEREAS List User has agreed to rent from the FABTECH/AWS/METALFORM show or an authorized agent of FABTECH/AWS/METALFORM show the Pre-Registered Attendee Mailing list and to maintain confidentiality of same, List User Agrees:

1. To maintain as strictly confidential and not in any manner directly or indirectly cause or permit any list(s) or any part thereof to be duplicated, reproduced, disclosed, transferred or retained in any form or appended for phone or fax numbers. List Renter shall instruct each of its employees and agents who has any access to any list, of its obligations under this Agreement.

2. No list shall be used for any purpose other than the single mailing for [show name] booth promotion. The one-time use of the list shall be limited solely and exclusively to the specific merchandise or service approved by the FABTECH/AWS/METALFORM show management and described in the applicable sample mailing piece or description provided.

3. All lists shall be erased or otherwise destroyed immediately after such use, regardless of the form in which they are received. List Renter shall not permanently merge any list into any database system or otherwise retain any data from any list for any purpose.

4. List User agrees to indemnify and make FABTECH/AWS/METALFORM show management whole for any violation of this Agreement by List User or any of its employees or agents. List User agrees that any violation of this Agreement cannot be adequately redressed by an award of damages, and that the

FABTECH/AWS/METALFORM show shall be entitled to injunctive relief from such violation, in addition to all other remedies available to the FABTECH/AWS/METALFORM show under the law. In the event of any said violation, List User agrees that it will be additionally liable to the FABTECH/AWS/METALFORM show for all costs and attorneys' fees incurred by the FABTECH/AWS/METALFORM show in seeking redress of said violation.

5. List Renter acknowledges reading and agreeing to be bound by the FABTECH/AWS/METALFORM show's Terms & Conditions stated on the FABTECH/AWS/METALFORM List Order Form. List Renter understands that FABTECH/AWS/METALFORM Lists are for one-time use only and that any unauthorized use is subject to penalties. Penalties will include the full purchase price of the mailed List, which includes the base cost and selection charges based on the total number of names on the original order, plus a flat penalty fee of \$1,000.00 for each occurrence.

6. All FABTECH/AWS/METALFORM lists are monitored for unauthorized and illegal usage. Mailer understands that Lists contain decoy names. Mailers that reuse a FABTECH/AWS/METALFORM List without prior consent will be subjected to penalties and may lose their right to future rentals.

List Renter \_\_\_\_\_  
(Authorized Signature)

Date \_\_\_\_\_