SOUTH CAROLINA BAR MAILING LIST INFORMATION

- We are obligated to omit the names of those of our members who have requested to be exempt from our mailing list rentals.
- For our Bar Members, the rental rate is twenty-cents per name, plus tax (see next page).
- For Non-Bar Member requests, the rental rate is \$500.00 for up to 1000 names and fifty-cents per name thereafter plus tax (see next page).
- Please include the following:
 - 1. The format in which you wish to receive the list.
 - 2. The complete contact information
 - 3. A sample of the mailing (no list will be generated if this is omitted).
 - 4. The signed list rental agreement form.
- Payment information:

Once the list is generated, an invoice will be issued. This invoice must be <u>paid in full</u> before the requested list can be released.

COUNTY	TAX RATE	COUNTY	TAX RATE
Abbeville	7%	Greenwood	6%
Aiken	7%	Hampton	8%
Allendale	8%	Horry	8%
Anderson	6%	Myrtle Beac	h 9%
Bamberg	8%	Jasper	8%
Barnwell	7%	Kershaw	7%
Beaufort	6%	Lancaster	8%
Berkeley	8%	Laurens	7%
Calhoun	7%	Lee	8%
Charleston	8.5%	Lexington	7%
Cherokee	8%	McCormick	7%
Chester	8%	Marion	8%
Chesterfield	8%	Marlboro	8%
Clarendon	8%	Newberry	7%
Colleton	7%	Oconee	6%
Darlington	8%	Orangeburg	7%
Dillon	8%	Pickens	7%
Dorchester	7%	Richland	8%
Edgefield	7%	Saluda	7%
Fairfield	7%	Spartanburg	6%
Florence	8%	Sumter	8%
Georgetown	6%	Union	6%
Greenville	6%	Williamsburg	g 7%
		York	7%

LIST USE AGREEMENT

The South Carolina Bar (SC Bar) and the undersigned user of SC Bar names and addresses (User) hereby agree as follows:

- 1. SC Bar names and addresses are made available to User for communications by mail, which are germane to the professional, consumer or community interests of SC Bar members.
- 2. The SC Bar's grant of permission to use SC Bar names and addresses is conditioned herein.
- 3. SC Bar names and addresses may be used only for mailing purposes and may not be used for telephone or personal contact. However, a follow-up by telephone or contact by User of a response to a mailing is not a prohibited use.
- 4. **Prior to use of SC Bar names and addresses,** User will furnish the SC Bar with a copy or sample of all literature, advertising material or other matter to be mailed.
- 5. User will hold the SC Bar 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.
- 6. User may use SC Bar names and addresses for an approved use one time only. User will not copy the names and addresses or any portion thereof or extract or retain any information therefrom. User will not at any time permit any SC Bar names and addresses to pass into the hands of any other person, association, organization or company except for mailing or elimination of duplicates from other names and addresses owned and retained by User. Any prohibited use by User shall constitute a material breach of this Agreement.

User:

- 7. It is expressly understood and agreed that the SC Bar's rights, including, but not limited to, common law and statutory rights of literary property and copyright in the SC Bar names and addresses and the medium on which supplied to User are not assigned or released as a result of this Agreement, but are reserved and retained by the SC Bar, subject to the limited use permitted under this Agreement.
- 8. User agrees to forward to the SC Bar within thirty (30) days following receipt, any letters or other documents (or copies thereof) containing complaints by SC Bar members regarding User's mailing, the matter transmitted therein, or the offered product or service.
- 9. SC Bar 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 SC Bar with a tax exemption certificate acceptable to the taxing authorities.
- 10. The SC Bar 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.
- 11. This agreement extends to all rental of SC Bar names and addresses regardless of the form or medium on which they are supplied to User.
- 12. For material breach of this Agreement, User will be liable to the SC Bar for all damages (plus reasonable attorney fees, court costs and expenses, including expenses incurred in investigation) and loss of income.
- 13. This Agreement shall be construed and interpreted in accordance with the law in the State of South Carolina.

Company Name:		
Signer's Name:		
Title:		
Signature:		

Please return to Donna Oelhafen, SC Bar, P.O. Box 608, Columbia, SC 29202.

SOUTH CAROLINA BAR MAILING LIST/LABEL FORM

Con	tact:			
Ship to:		Order Date:		
		Phone:		
		•	Carrier:	
	dien O. Di isien Manule andria		o.:	
	tion & Division Membership	Account No	J	
G	Construction Law			
G	Consumer Law	Labe	el Format	
G	Corporation, Banking & Securities Law	G	Electronic File (Excel)	
G	Criminal Law	u	Electroffic File (Excer)	
G	Dispute Resolution	G	1-up Adhesive Labels	
G	Employment & Labor Law		·	
G	Environment & Natural Resources	G	Roster	
G	Family Law			
G	Government Law	<u>Sort</u>	<u>: Type</u>	
G	Health Care Law			
G	Military & Veterans' Law	G	Zip Code	
G	Probate, Estate Planning & Trust	C	Alalaahattaal	
G	Real Estate Practices	G	Alphabetical	
G	Solo & Small Firm Practitioners	<u>Selections</u>		
G	Tax Law	<u> </u>	 	
G	Torts & Insurance Practices	G	Active Members Only	
G	Trial & Appellate Advocacy	J	, teave members only	
G	Workers' Compensation	G	Full Bar	
Sample Requirements All orders placed must include a sample of what will be mailed to the attorneys.		G	In-State Members Only	
		G	Military	
	Payment	G	Judicial	
Payment in full must be received along with the completed label form and sample.				
		G	By County - specify below	

POLICIES AND PROCEDURES

The purchaser agrees not to duplicate, copy, or store labels on any type of data or word processing equipment, or retain the labels in any other manner.

The purchaser agrees to indemnify the SC Bar for loss, including attorney fees, from any use or misuse of the labels.

RESTRICTIONS

For non-tawdry or specious uses, the Executive Director may rent mailing lists of the South Carolina Bar membership for commercial uses related to the practice of law.

- A. The request must be made in writing, with a copy of the material to be mailed attached prior to consideration or approval.
- B. All rentals are on a one time only mailing use for the requested purpose. No duplication of the labels is allowed by the purchaser.
- C. Payment for the labels rented is required prior to delivery of the labels.
- D. A list use agreement must be executed by the user prior to delivery of the labels.

The commercial rental of the South Carolina Bar mailing labels is for the purpose of funding the overhead cost involved in maintaining the membership lists of the organization.

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FOR SC BAR USE ONLY		
Date Received:		
Date Mailed:		
Number of Labels:		
Amount Charged:		
Prepared By:		
Title•		