



## **YORK COUNTY ECONOMIC ALLIANCE MAILING LIST USE LICENSE AGREEMENT**

The York County Economic Alliance and the undersigned proposed user of the Economic Alliance mailing list ("Licensee") hereby covenant and agree as follows:

1. The Economic Alliance licenses the Licensee to use the Economic Alliance membership mailing list for communications by mail which are germane to the business and professional interests of Economic Alliance members.
2. The Economic Alliance's grant of permission to use the Economic Alliance's membership mailing list is conditioned upon the terms contained herein or elsewhere regarding limitation of advertising practices, types of use or users, and products or services.
3. The Economic Alliance lists shall not be used in connection with any communication which, in the opinion of the Alliance, would tend to mislead, misinform or deceive, or which is distasteful in content or presentation.
4. The Economic Alliance lists shall not be used in connection with any communication regarding investments or income opportunities unless the prospectus describing the offering has been approved and declared effective by the SEC and is available on request.
5. The Economic Alliance does not engage in political activities and the lists shall not be used in connection with any fundraising effort or lobbying for or against legislation.
6. The Economic Alliance lists may be used for mailing purposes only and shall not be used for telephone or personal contact. However, a follow-up effort by telephone or personal contact by user to a "response" to a mailing is not prohibited by the York County Economic Alliance.
7. In advance of any use of the York County Economic Alliance list, the user will furnish the Economic Alliance with a copy of all literature, advertising, or other material to be mailed. The York County Economic Alliance, at its reasonable discretion (which it agrees to reasonably exercise), may decline to approve any part or all of such matter for mailing. Notwithstanding any Economic Alliance approval, Licensee will hold the York County Economic Alliance 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. *Licensee may use the York County Economic Alliance list for an approved use ONE TIME ONLY. Licensee will not copy the list or any portion or extract or retain any information there from. Licensee will not at any time permit any Economic Alliance list information to pass onto the hands of any other person, association, organization or company. Any prohibited use by the licensee will be construed as a material breach of this Agreement.*



9. It is expressly understood and agreed that the York County Economic Alliance's rights, including but not limited to, common law and statutory rights of literary property and copyright in the Economic Alliance list and that data contained therein are not assigned or released as a result of this Agreement, but are reserved and retained by the Economic Alliance, subject to the limited use permitted under this Agreement.
10. Licensee agrees to forward to the York County Economic Alliance, within 30 days following receipt, any letters or other documents, or copies thereof, containing complaints regarding the Licensee's mailing, the matter transmitted therein, or the offered product or service.
11. The York County Economic Alliance's stated charge for the use of its lists does 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 sales of the list or data will be paid by the licensee or in lieu thereof, licensee will provide the Economic Alliance with a tax exemption certificate acceptable to taxing authorities. The terms for payment of the charge for the list are that all payments must be received prior to the receipt of the list.
12. The York County Economic Alliance 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.
13. For material breach of this Agreement, Licensee will be liable to the York County Economic Alliance for all damages (plus reasonable attorney fees, court costs, expenses incurred by the Economic Alliance including expenses incurred in investigation) and loss of income.
14. This License Agreement shall be construed and interpreted in accordance with the law in the state of Pennsylvania and shall be terminated after one use.
15. In witness whereof, the parties have executed or caused to be executed this agreement intending that it shall be legally binding upon them and their successors.

**LICENSEE**

**YORK COUNTY ECONOMIC ALLIANCE**

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

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**ORDER FORM FOR MAILING LABELS**

*Pressure sensitive labels include  
business name, main contact individual, and address*



Indicate which list you would like to purchase:

Quantity	Description	Non-Member / Non-Profit Price	YCEA Member / Non-profit Price	Total
	Full Membership <i>(approx. 1,170 labels)</i>	\$500.00 / \$250.00	\$250.00 / \$125	
	Target Membership* <i>Minimum \$25</i>	Not Available	\$0.25 / \$0.20 per label	
*Please indicate the criteria for the target list: <input type="checkbox"/> By business size <input type="checkbox"/> 0-50 employees <input type="checkbox"/> 51-100 employees <input type="checkbox"/> 101-500 employees <input type="checkbox"/> 501+ employees  <input type="checkbox"/> By business category _____  <input type="checkbox"/> By Zip Code _____			Shipping <i>No charge for pick-up</i>	\$10.00
			Subtotal	
			6% PA Sales Tax <i>Tax exempt customers <b>MUST</b> include a copy of their PA Sales Tax Exemption Form</i>	
			<b>Total Purchase</b>	

**ORDERING INFORMATION**  
*(Please provide payment with submission)*

**Sort Order:**  Membership Alphabetical     Membership Zip Code     Member Business Category

Contact for pick-up: *(name/email if different than below)* \_\_\_\_\_

Date needed *(please allow at least 5 business days for approval of materials and delivery of labels):* \_\_\_\_\_

Name: \_\_\_\_\_  
 Business Name \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State Zip: \_\_\_\_\_  
 Phone/email: \_\_\_\_\_

**Method of payment:** Cash    Credit Card    Check (payable to **YCEA**)

Credit card:            AMERICAN EXPRESS            DISCOVER            MC            VISA            (circle one)

Name on card (print): \_\_\_\_\_

Position w/ company: \_\_\_\_\_

Address for CC: \_\_\_\_\_

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_            Expiration Date: \_\_\_\_\_

Signature: \_\_\_\_\_            CVC #: \_\_\_\_\_

**Please submit documents to:**  
 York County Economic Alliance | ATTN: Yiyang D'Allaird | 144 Roosevelt Ave | York, PA 17401-3333  
 Phone: 717.718.7845 | Fax: 717.843.8837

**Did you include?**

- Completed order form**     **Signed mailing list agreement**     **Materials being mailed to YCEA members**

*Mailing list will not be provided or charges processed until submitted information for mailing is approved as per the licensing agreement.  
 Please forward any change of addresses you receive from this mailing to us. This helps keep our database current. Thank you.*