

Mid-America Trucking Show
1404 Browns Lane, Suite E
Louisville, KY 40207
Phone: 502-899-3892 Fax 502-899-3952

Mid-America Trucking Show Mailing List Rental Agreement

This Agreement is made by and between Exhibit Management Associates, Inc. (EMA) and (Customer). Customer wishes to rent a **mailing list** consisting of the names and addresses of Mid-America Trucking Show (MATS) attendees members (the **list**) in order to distribute materials (the **mailing**) to individuals on **List**, and EMA wishes to rent **list** to Customer. In consideration of the mutual promises set forth herein, the parties agree as follows with respect to the **rental of List**:

1. **List** is furnished to Customer for one-time use only. **List** is only made available for one (1) **Mailing** which must contain materials of particular interest to those working in the trucking industry.
2. Customer agrees to pay to EMA the amount invoiced by EMA to Customer. Customer will pay EMA for **rental of List** within thirty (30) days of Customer's receipt of EMA's invoice.
3. **List** contains unique information, and is the sole and exclusive property of EMA. EMA reserves all rights to **List**, and nothing contained in the Agreement transfers or assigns any proprietary right in **List** from EMA to Customer.
4. Customer shall not release, copy, alter, assign, transfer, sell or extract data from **List** for any purpose, and shall not publish **List** or any portion of **List** in any form. Customer shall not use **List** for telephone solicitation of any kind, solicitation of funds, or data collection.
5. At the time Customer requests **List**, Customer shall submit to EMA for its review and approval a complete copy of the text which Customer plans to distribute (the **Mailing Piece**) that will be sent to individuals on **List**. If Customer fails to submit a complete copy of **Mailing Piece** to EMA, EMA will not release **List** to Customer.
6. Without the express written permission of EMA, Customer shall not:
 - a: purport in any way to represent EMA in any **Mailing**;
 - b: use EMA's name, or any logo, trademark, or trade name associated with EMA; or
 - c: disclose the source of **List**.
7. Customer shall not use **List** in any way which does not comply with an and all applicable laws or regulations, or which violates any right of any third party.
8. Customer shall indemnify and hold harmless EMA against any claim, damage, expense, liability, or obligation incurred by reason of use of.
9. Customer shall not distribute any material, including any modification of, or addition to, material to a **Mailing Piece** already approved by EMA, to individuals on **List** without EMA's prior written approval.
10. If Customer uses **List** for distribution of materials in addition to, or different from, **Mailing Piece**, or violates any of the terms outlined in this agreement, Customer will be liable to EMA for liquidated damages in the amount of \$25,000, which Customer expressly agrees is a reasonable amount.

11. EMA reserves the right to deny **rental of List** to any entity, with or without cause.

IN WITNESS WHEREOF, EMA and Customer have executed this Agreement
on _____ (Date).

Customer's Signature: _____

Printed Name: _____

Company Name: _____