

Agreement and Hold Harmless For Use of State Bar of Michigan Member List

This Agreement and Hold Harmless For Use of State Bar of Michigan Member List (“Agreement”) is made and entered into by and between the State Bar of Michigan (“State Bar”) and _____, (“User”) and concerns the use of the State Bar’s member list. The parties hereby agree as follows:

1. Both the User and the State Bar must comply with the State Bar’s Member List Policy, which is included with this Agreement as Appendix A.
2. User acknowledges that its use of the State Bar’s member list is conditioned upon User’s full compliance with the terms and condition contained in this Agreement and that the member list excludes members who have requested that their contact information not be provided to third parties.
3. The State Bar’s member list may be used for regular mail and/or electronic mail purposes and may not be used for telephone or to populate a database for any purpose. User may follow up with a telephone call or other contact if an individual included on the member list responds to the authorized mailing or electronic mail.
4. Prior to use of State Bar’s member list, User will furnish the State Bar with a copy or sample of all literature, advertising material or other matter to be mailed. The State Bar, in its discretion, may decline to approve the mailing, in whole or in part. The failure of the State Bar to strictly enforce this provision or any other provision in any instance shall not be deemed a waiver of any requirement and shall not preclude subsequent enforcement.
5. **User may use State Bar’s member list for an approved use one time only.** If User is provided the member list, whether in hardcopy or electronic format, User will not copy the member list or any portion thereof or extract or retain any information there from, and at no time will User permit any State Bar member list to pass into the hands of any other person, association, organization, or company. Any prohibited use by User shall constitute a material breach of this Agreement for which the State Bar may seek relief as provided in this Agreement.
6. User understands and agrees that the State Bar’s rights, including, but not limited to, common law and statutory rights of literary property and copyright in the State Bar’s member list and the data contained therein are not assigned or released as a result of this Agreement, but are reserved and retained by the State Bar, subject to the limited use permitted under this Agreement.
7. User agrees to forward to the State Bar within thirty (30) days following receipt, any letters or other documents (or copies thereof) containing complaints by State Bar’s members or others regarding User’s mailing, the matter transmitted therein, or the offered product or service.

8. State Bar's charges for the use of its member list 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 data will be paid by User, or in lieu thereof, User will provide the State Bar with a tax exemption certificate acceptable to the taxing authorities.
9. This Agreement extends to all rentals of State Bar's member list regardless of the form or medium on which they are supplied to User.
10. User agrees that the State Bar may enforce this Agreement by way of claim for damages, temporary restraining order, preliminary or permanent injunction, specific performance, or otherwise.
11. For any breach of this Agreement, User will be liable to the State Bar for all damages (plus reasonable attorney fees, court costs and expenses, including expenses incurred in investigation) and loss of income.
12. The provisions indemnifying the State Bar and holding it harmless shall survive the termination, cancellation, or expiration of this Agreement.
13. This Agreement shall be construed and interpreted in accordance with the laws in the State of Michigan.
14. Hold Harmless: In consideration of the State Bar providing its member list, User hereby agrees:
 - a) to defend the State Bar, including its Board of Commissioners, officers, committee members, and other agents and representatives against any claim of liability, including, but not limited to, a claim based on the State Bar's own negligence, even if such claim is false or fraudulent, or liability that may arise in connection with or as a result of the State Bar providing a copy of its member list, or any portion thereof, to the User, and to defend the State Bar against any claim or liability that may arise as a result of the theft of the list(s) from User and/or its use by any unauthorized user.
 - b) to indemnify and hold harmless the State Bar, including its Board of Commissioners, officers, committee members, and other agents and representatives against any and all liability, losses or damages or any expenses whatsoever to the State Bar as a result of any claims, demands, damages, costs or judgments against it that may arise in connection with or as a result of the State Bar providing its member list to the User, including, but not limited to, a claim based on the State Bar's own negligence, even if such claim is false or fraudulent, or liability that may arise as a result of the theft of the list from User and/or its use by any unauthorized user.
15. This Agreement is not intended to affect or supersede any other implied or express rights or obligations between the parties existing or arising under previous or future agreements executed by the User in favor of the State Bar nor to affect or supersede any rights, obligations or indemnifications express or implied by statute or decisional law.

16. If either party institutes legal proceedings to enforce any provision of this Agreement, then the prevailing party in such legal proceedings will be entitled to recover (in addition to all other available damages and remedies) its costs and expenses incurred, including, without limitation, its attorneys' fees.
17. If any provision or portion of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.
18. This Agreement is effective immediately upon execution.

User hereby requests a copy of the State Bar's member list and accepts and agrees to the terms stated in this Agreement and Hold Harmless For Use of State Bar of Michigan Member list. If the undersigned is an agent or representative of User, he or she attests to possessing the authority to sign this Agreement on behalf of User.

USER

STATE BAR OF MICHIGAN

Signature

Signature

By: _____
Print Name

By: _____
Print Name

Its: _____
Title

Its: _____
Title

Date: _____

Date: _____

User's Complete Name and Contact Information

Name of company or entity

Name of User contact

Street address

E-mail of contact

PO Box

Phone no. of contact

City, State and Zip Code

Fax no. of contact

Member List Policy

SBM Board Policy 32

Updated: January 22, 2021

Previously Titled: Mailing Label Policy

SBM provides the public with access to lawyer contact information through its online directory. As part of its core regulatory function, SBM provides Michigan courts with attorney contact information.

SBM mailing lists of lawyers' addresses and/or email addresses are available to third parties that have information relevant or of interest to the legal community. Information relevant or of interest to the legal community includes legal news; information about law-related events and educational opportunities; information regarding elections and candidates running for SBM office, SBM section office, Judicial Tenure Commission, prosecutor, or judicial office; court-related information; and information about commercial products related to the needs of the legal community. Mailing lists are provided for limited, one-time use, and third parties may not input the information into a database or disseminate the information to other entities. SBM reserves the right to review the content of any third-party message to be sent using a mailing list to ensure the proposed message is appropriate and consistent with SBM's mission set forth by the Michigan Supreme Court.

SBM provides the following entities with mailing lists free of charge: (1) Michigan courts and other government entities; (2) SBM Sections (limited to three requests per month); (3) Institute of Continuing Legal Education; (4) Michigan State Bar Foundation; (5) local & affinity bars based in Michigan; and (6) national bar associations.

Unless otherwise provided by separate agreement, all other entities will be charged a commercial rate for mailing lists.

Except for the contact information that SBM provides Michigan courts and online directory, lawyers may opt out of having their contact information included in mailing lists that SBM provides to third parties. Lawyers may only have their contact information removed from the online directory upon a showing of a valid safety or privacy concern.

State Bar of Michigan Order Form

List Format

- Comma Delimited Text File
- Excel Spreadsheet
- E-mail File – Send to:

Name/E-mail Address

Sort Type

- Zip Code
- Alphabetical

Membership Selection

- All Active Members
- All Active Members – MI only

Other Selections

- Join Date Range _____
- Firm Size (Voluntary Info from Member)
 - ___ Very Large (Over 100)
 - ___ Large (21 -99)
 - ___ Medium (11 - 20)
 - ___ Small (2 - 10)
 - ___ Solo Practitioner

County/Countries _____

For SBM Internal Use Only:

Date Sent for Review: _____
Approver's Initials: _____
Date Approved: _____

Section Membership

- Full Section** **MI only**
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- Administrative & Regulatory Law (sec01)
- Agricultural Law (sec37)
- Alternative Dispute Resolution (sec02)
- American Indian Law (sec31)
- Animal Law (sec32)
- Antitrust, Franchising & Trade Regulation (sec03)
- Appellate Practice (sec30)
- Arts Comm. Entertainment & Sports (sec04)
- Aviation Law (sec23)
- Business Law (sec05)
- Children's Law (sec13)
- Consumer Law (sec33)
- Criminal Law (sec07)
- Elder Law & Disability Rights (sec26)
- Environmental Law (sec08)
- Family Law (sec09)
- Health Care Law (sec28)
- Information Technology Law (sec06)
- Insurance & Indemnity Law (sec36)
- Intellectual Property Law (sec11)
- International Law (sec12)
- Labor & Employment Law (sec14)
- Latin American Bar Activities (sec15)
- Law Practice Mgt/ Legal Admins (sec16)
- Law Student
- Litigation (sec29)
- Master Lawyers (sec27) Negligence Law (sec17)
- Paralegal/Legal Assistants (sec25)
- Prisons & Corrections (sec35)
- Probate & Estate Planning (sec18)
- Public Corporation Law (sec19)
- Real Property Law (sec20)
- Social Security Lawyers (sec34)
- Solo & Small Firm (sec10)
- Taxation Section (sec21)
- Workers' Compensation Law (sec22)

- Rush Order / Priority Processing:** (Check box if RUSH order only). Additional fee applies. Normal turn-around time after receiving completed forms and final proof of mail piece is 10-14 business days. Rush order is 3-4 business days. The State Bar of Michigan does not invoice for approved list orders. Payment is required before release of approved list request.