



Michael Franck Building  
306 Townsend Street  
Lansing, MI 48933

## **Agreement and Hold Harmless For Use of State Bar of Michigan Mailing List**

This Agreement and Hold Harmless For Use of State Bar of Michigan Mailing 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 mailing list. The parties hereby agree as follows:

1. The State Bar’s mailing list may be made available to the following entities or individuals for the purposes indicated, which are hereby approved as furthering the purposes of the State Bar:

a. Candidates for State Bar and local bar offices (and also candidates for judicial office, attorney general, or prosecuting attorney, which are covered under a different agreement – be sure to inquire) but for no other elective office.

b. Local and special purpose bar associations (affinity bars) the State Bar has recognized, State Bar sections and committees, and, upon approval of the State Bar’s Executive Director, other similar organizations at a reduced, flat administrative rate, to further the purposes of the State Bar.

c. Affiliated Partners (endorsed or sponsored vendors) at a reduced rate of 50% off the standard commercial rate unless otherwise provided by contract, to further the goal of providing relevant information on benefits and services available to State Bar members.

d. Michigan State Bar Foundation

e. Local, national and specialty associations of attorneys that are qualified as tax exempt under Section 501(c) of the Internal Revenue Code for solicitation of membership or funds to support the association's activities, provided such are in furtherance of the State Bar's purposes.

f. Lawyer referral services that are approved by the State Bar.

g. Legal aid societies that make available free or low cost legal services to the indigent or those of low income, or organizations formed for charitable or other public purposes that furnish legal services to persons in respect to their civil or constitutional rights that are qualified as tax exempt organizations under Section 501(c) of the Internal Revenue Code for solicitation of membership or funds to support activities in furtherance of the State Bar's purposes.

h. Michigan Courts and other government entities, including law schools and other institutions of higher learning, upon approval of the Executive Director, as circumstances justify and as determined on a case by case basis.

i. Established publishers of legal publications at the standard commercial rate.

2. User acknowledges that its use of the State Bar's mailing list is conditioned upon User's full compliance with the terms and condition contained in this Agreement and that the mailing list excludes members who have requested that their contact information not be provided to third parties.
3. The State Bar's mailing list may be used only for regular mail purposes and may not be used for telephone, e-mail or other electronic or personal contact, or to populate a database for any purpose. However, a follow-up by telephone or contact by User of a response to an authorized mailing is not a prohibited use.
4. Prior to use of State Bar's mailing 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 mailing list for an approved use **one** time only. The State Bar, at its sole discretion, will decide whether to provide the addresses to User for its use or to require User to process its mailing using the State Bar's resources or a State Bar approved mailing house. User is responsible for all expenses relating from the processing of User's mailing using the State Bar's resources or a State Bar approved mailing house. If User is provided the mailing list, whether in hardcopy or electronic format, User will not copy the mailing list or any portion thereof or extract or retain any information there from, and at no time will User permit any State Bar mailing 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 mailing 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 mailing 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 labels or 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. In addition, User will be responsible for all expenses in the event the State Bar requires that User use the State Bar or a State Bar approved mail house to process User's mailing.
9. The State 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.
10. This agreement extends to all rentals of State Bar's mailing list regardless of the form or medium on which they are supplied to User.

11. 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.
12. 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.
13. The provisions indemnifying the State Bar and holding it harmless agreement shall survive the termination, cancellation or expiration of this Agreement.
14. This Agreement shall be construed and interpreted in accordance with the laws in the State of Michigan.
15. Hold Harmless: In consideration of the State Bar providing its mailing 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 mailing 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 mailing 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.
16. 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.
17. 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.
18. 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.
19. This Agreement is effective immediately upon execution.

User hereby requests a copy of the State Bar's mailing list and accepts and agrees to the terms stated in this Agreement and Hold Harmless For Use of State Bar of Michigan Mailing 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 and suite (if applicable)

\_\_\_\_\_  
E-mail of contact

\_\_\_\_\_  
PO Box

\_\_\_\_\_  
Phone no. of contact

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Fax no. of contact

**State Bar of Michigan  
Order Form**

***Label List Format***

- Self-Adhesive Labels
- Comma Delimited Text File
- Excel Spreadsheet
- CD Rom (additional fee applicable)
- E-mail File – Send to: \_\_\_\_\_  
\_\_\_\_\_

***Sort Type***

- Zip Code or  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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***For SBM Internal Use Only:***

Date Sent for Review: \_\_\_\_\_  
Approver's Initials: \_\_\_\_\_  
Date Approved: \_\_\_\_\_

***Section & Division Membership***

- Full Section                       MI only
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- Administrative Law (sec01)
- 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)
- BusinessLaw (sec05)
- Children's Law (sec13)
- Information Technology Law (sec06)
- Consumer Law (sec33)
- Criminal Law (sec07)
- Elder Law & Disability Rights (sec26)
- Environmental Law (sec08)
- Family Law (sec09)
- General Practice (sec10)
- Health Care Law (sec28)
- Insurance & Indemnity Law (sec36)
- Intellectual Property Law (sec11)
- International Law (sec12)
- Labor & Employment Law (sec14)
- Latin American Bar Activities (sec15)
- Law Practice Mgmt/ Legal Admins (sec16)
- Law Student
- Paralegal/Legal Assistants (sec25)
- Litigation (sec29)
- Negligence Law (sec17)
- Prisons & Corrections (sec35)
- Probate & Estate Planning (sec18)
- Public Corporation Law (sec19)
- Real Property Law (sec20)
- Senior Lawyers (sec27)
- Social Security (sec34)
- Taxation Section (sec21)
- Workers' Compensation (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 lists and label orders. Payment is required before release of approved list/label request.

## Membership Data

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### **Gender** (Voluntary Info from Active Member)

Women 11,707

Men 26,016

**Active Membership:** 37,787 Attorneys;

32,319 MI Attorneys

### **Section Membership**

Administrative Law	409
Alternative Dispute Resolution	745
American Indian Law	191
Animal Law	162
Antitrust, Franchising & Trade Regulation	287
Appellate Practice	667
Arts, Comm., Entertainment & Sports	324
Aviation Law	152
Business Law	3454
Children's Law	426
Information Technology Law	401
Consumer Law	1422
Criminal Law	2239
Elder Law & Advocacy	1820
Environmental Law	645
Family Law	2533
General Practice	1271
Health Care Law	826
Insurance & Indemnity Law	245
Intellectual Property Law	1025
International Law	447
Labor & Employment Law	2186
Latin American Bar Activities	67
Law Practice Mgt/ Legal Admins	1769
Law Student	285
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Legal Assistants	511
Litigation	2129
Negligence Law	2277
Prisons & Corrections	133
Probate & Estate Planning	4950
Public Corporation Law	712
Real Property Law	3358
Senior Lawyers	216
Social Security	376
Taxation Section	1407
Workers' Compensation	833

### **County Populations (approximate)**

Alcona	15	Lake	5
Alger	8	Lapeer	110
Allegan	102	Leelanau	59
Alpena	55	Lenawee	109
Antrim	45	Livingston	354
Arenac	10	Luce	8
Baraga	5	Mackinac	16
Barry	52	Macomb	1795
Bay	176	Manistee	38
Benzie	24	Marquette	130
Berrien	280	Mason	36
Branch	38	Mecosta	53
Calhoun	222	Menominee	22
Cass	51	Midland	221
Charlevoix	46	Missaukee	7
Cheboygan	47	Monroe	210
Chippewa	55	Montcalm	46
Clare	34	Montmorency	9
Clinton	82	Muskegon	235
Crawford	20	Newaygo	38
Delta	58	Oakland	9943
Dickinson	44	Oceana	22
Eaton	257	Ogemaw	24
Emmett	114	Ontonagon	3
Genesee	769	Osceola	16
Gladwin	22	Oscoda	6
Gogebic	29	Otsego	57
Grand Traverse	409	Ottawa	316
Gratiot	37	Presque Isle	10
Hillsdale	34	Roscommon	23
Houghton	36	Saginaw	447
Huron	38	Sanilac	39
Ingham	2409	Schoolcraft	6
Ionia	52	Shiawassee	89
Iosco	38	St. Clair	220
Iron	18	St. Joseph	57
Isabella	102	Tuscola	43
Jackson	253	Van Buren	84
Kalamazoo	685	Washtenaw	1556
Kalkaska	7	Wayne	6408
Kent	2294	Wexford	52
Keweenaw	4		

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