



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

- Comma Delimited Text File
- Excel Spreadsheet
- 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 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)
 - General Practice – Solo & Small Firm (sec10)
 - 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)
 - 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 lists and label orders. Payment is required before release of approved list/label request.

Membership Data

Gender (Voluntary Info from Active Members)

Women 13,060
Men 26,850

Active Membership: 39,910 Attorneys;
33,800 MI Attorneys

Section Membership

Administrative & Regulatory Law	505
Agricultural Law	126
Alternative Dispute Resolution	671
American Indian Law	181
Animal Law	172
Antitrust, Franchising & Trade Regulation	225
Appellate Practice	698
Arts, Comm., Entertainment & Sports	327
Aviation Law	114
Business Law	3219
Children's Law	434
Consumer Law	1286
Criminal Law	2096
Elder Law & Disability Rights	1714
Environmental Law	570
Family Law	2456
General Practice – Solo & Small Firm	1128
Health Care Law	978
Information Technology Law	461
Insurance & Indemnity Law	593
Intellectual Property Law	1070
International Law	428
Labor & Employment Law	2091
Latin American Bar Activities	49
Law Practice Mgt/ Legal Admins	1176
Law Student	207
Litigation	2247
Master Lawyers	15300
Negligence Law	1888
Paralegal/Legal Assistants	453
Prisons & Corrections	138
Probate & Estate Planning	3905
Public Corporation Law	595
Real Property Law	3610
Social Security Lawyers	517
Taxation Section	1267
Workers' Compensation Law	681

County Populations (approximate)

Alcona	13	Lake	6
Alger	9	Lapeer	112
Allegan	113	Leelanau	91
Alpena	58	Lenawee	110
Antrim	55	Livingston	427
Arenac	10	Luce	9
Baraga	5	Mackinac	15
Barry	54	Macomb	1859
Bay	181	Manistee	32
Benzie	27	Marquette	143
Berrien	277	Mason	36
Branch	40	Mecosta	54
Calhoun	222	Menominee	18
Cass	57	Midland	209
Charlevoix	49	Missaukee	7
Cheboygan	49	Monroe	209
Chippewa	56	Montcalm	48
Clare	37	Montmorency	8
Clinton	117	Muskegon	247
Crawford	21	Newaygo	38
Delta	61	Oakland	10633
Dickinson	49	Oceana	22
Eaton	301	Ogemaw	29
Emmett	122	Ontonagon	5
Genesee	759	Osceola	13
Gladwin	19	Oscoda	7
Gogebic	26	Otsego	53
Grand Traverse	418	Ottawa	375
Gratiot	39	Presque Isle	10
Hillsdale	34	Roscommon	28
Houghton	37	Saginaw	426
Huron	40	Sanilac	40
Ingham	2432	Schoolcraft	6
Ionia	52	Shiawassee	93
Iosco	38	St. Clair	217
Iron	18	St. Joseph	55
Isabella	116	Tuscola	42
Jackson	279	Van Buren	82
Kalamazoo	708	Washtenaw	1618
Kalkaska	9	Wayne	6312
Kent	2509	Wexford	52
Keweenaw	4		
