

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 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

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

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.

Membership Data

Gender (Voluntary Information from Active Members)
Women 13,060; Men 26,850

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

Section Membership

Administrative & Regulatory Law	768
Agricultural Law	278
Alternative Dispute Resolution	907
American Indian Law	264
Animal Law	273
Antitrust, Franchising & Trade Regulation	314
Appellate Practice	888
Arts, Comm., Entertainment & Sports	479
Aviation Law	156
Business Law	3,721
Children's Law	709
Consumer Law	733
Criminal Law	2,782
Elder Law & Disability Rights	1,301
Environmental Law	703
Family Law	3,040
Health Care Law	1,142
Information Technology Law	624
Insurance & Indemnity Law	871
Intellectual Property Law	1,334
International Law	638
Labor & Employment Law	2,502
Latin American Bar Activities	94
Law Practice Management/ Legal Admins	542
Law Student	302
Litigation	2,551
Master Lawyers	17,383
Military & Veterans' Law	284
Negligence Law	1,979
Paralegal/Legal Assistants	478
Prisons & Corrections	222
Probate & Estate Planning	3,735
Public Corporation Law	665
Real Property Law	4,119
Social Security Lawyers	542
Solo & Small Firm	1,727
Taxation Section	1,372
Workers' Compensation Law	729
Young Lawyers	7,988

County Populations (approximate)

Alcona	13
Alger	9
Allegan	113
Alpena	58
Antrim	55
Arenac	10
Baraga	5
Barry	54
Bay	181
Benzie	27
Berrien	277
Branch	40
Calhoun	222
Cass	57
Charlevoix	49
Cheboygan	49
Chippewa	56
Clare	37
Clinton	117
Crawford	21
Delta	61
Dickinson	49
Eaton	301
Emmett	122
Genesee	759
Gladwin	19
Gogebic	26
Grand Traverse	418
Gratiot	39
Hillsdale	34
Houghton	37
Huron	40
Ingham	2,432
Ionia	52
Iosco	38
Iron	18
Isabella	116
Jackson	279
Kalamazoo	708
Kalkaska	9
Kent	92,509
Keweenaw	4

Lake	6
Lapeer	112
Leelanau	91
Lenawee	110
Livingston	427
Luce	9
Mackinac	15
Macomb	1,859
Manistee	32
Marquette	143
Mason	36
Mecosta	54
Menominee	18
Midland	209
Missaukee	7
Monroe	209
Montcalm	48
Montmorency	8
Muskegon	247
Newaygo	38
Oakland	10,633
Oceana	22
Ogemaw	29
Ontonagon	5
Osceola	13
Oscoda	7
Otsego	53
Ottawa	375
Presque Isle	10
Roscommon	28
Saginaw	426
Sanilac	40
Schoolcraft	6
Shiawassee	93
St. Clair	217
St. Joseph	55
Tuscola	42
Van Buren	82
Washtenaw	1,618
Wayne	6,312
Wexford	52