


American Physical Therapy Association
List Rental Services
RENTAL AGREEMENT

The American Physical Therapy Association (“APTA”) agrees to provide an APTA Membership Mailing List (the “List”) to the party identified below (“List Renter”) solely for the use set forth in the associated APTA List Rental Order Form, subject to the terms and conditions of this Agreement, and subject to APTA’s policy Membership Mailing Lists (BOD Y03-04-04-03).

The List Renter acknowledges that the List and all the information on it are the exclusive property of APTA.

The List Renter may not use the List for any purpose other than **for the attached order**, which must be submitted with a **sample mailing piece** for APTA approval before the mailing list will be released. The sample mailing piece must be of professional use to the members and must not reference APTA in any way without prior written consent from APTA. If consent is granted, a copy of the consent must accompany the order. APTA reserves the right to reject any proposed direct mail piece that does not conform to the standards, principles, and ethics of the Association.

The APTA provides the List for **ONE-TIME USE ONLY**. The List Renter warrants that: (i) it will use the List only to accomplish a single mailing of the approved mailing piece; (ii) it will not reuse the List or use it for any purpose not specified on the Order Form; (iii) it will not copy or electronically reproduce the List, or sell, lease, or otherwise distribute it; (iv) it will not make any record of the names, addresses, or other information contained in the List; and, (v) it will not contact any person named on the List (or arrange for any other party to do so) without prior written consent from APTA.

If the List Renter breaches warranty (i), (ii), or (iv) above, it agrees to pay APTA, as liquidated damages for each unauthorized mailing or other use, the greater of (a) the full amount of the order associated with this Agreement or (b) two thousand dollars (\$2,000). If the List Renter breaches warranty (iii) or (v) above, it agrees to pay the APTA, as liquidated damages for such breach, the amount of one hundred thousand dollars (\$100,000) and to consent to such equitable relief as APTA deems necessary to protect its interests. The List Renter acknowledges that the foregoing liquidated damages are reasonable in amount.

Referral-for-Profit Guideline: APTA is opposed, as a matter of health care policy, to arrangements under which sources of referral (including physicians) stand to profit from referring patients for physical therapy. The policy adopted by the House of Delegates, Financial Considerations in Practice (HOD 06-99-13-17), states: “The American Physical Therapy Association opposes participation in services that is in any way linked to the financial gain of the referral source.” Because of this policy, APTA does not accept list rental applications from companies whereas any physician has a financial interest in the practice and refers patients to an employed physical therapist or to a physical therapist who supervises an employed physical therapist assistant. Please contact APTA should you have additional questions.

Upon completion of each one-time mailing, the List Renter shall immediately destroy the medium by which APTA delivered the List as well as all unused mailing labels, letters, envelopes, and other matter containing names and addresses of the List provided by APTA.

The List Renter understands that any specifications, quantities, and any other requirements indicated on its purchase orders or other documents **must appear on the Order Form** as well. APTA shall bear no responsibility for processing any order in conformity with what appears on the Order Form.

The List Renter agrees to make full payment for the mailing list rental within 30 days of receipt of invoice. First-time clients agree to make full payment in advance of receiving the list. The List Renter **must** notify APTA’s List Rental Services within 30 days after receipt of **any order it considers to be incorrect**. Absent such notice, the order will be deemed correct, and payment in full will be due.

The List Renter understands that APTA does not guarantee and shall not be responsible for the success of the List Renter’s mailing.

The List Renter understands that there is a **NO RETURN POLICY** on List Rental orders. If there are any doubts of how the order will be interpreted by APTA when processed, the List Renter should contact APTA for clarification before placing the order.

No refunds or credits will be made after an order has been processed.

The List Renter understands that there is a 5% margin of error per list for bad addresses. No refunds or credits will be provided for returned mailings less than the 5% allowance.

After you have read and understand this agreement, please sign the Order Form and this Rental Agreement, and return both with your sample mailing piece via mail or fax.

By signing below, I certify that no referral source (including any referring physician) has a financial interest in the practice that has the position that is the subject of this list rental request.

List Renter’s Name (Type or Print)

(Signature)

Requested By (Type or Print)

Title

(Signature)

Date _____