



# APTA List 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 (the “Order Form”), subject to the terms and conditions of this List Rental Agreement (the “Agreement”), the APTA Data Governance Policy, and the APTA Privacy Policy.

List Renter acknowledges that the List, together with all the information in it, is the exclusive property of APTA.

List Renter may not use the List for any purpose other than that specified in **the attached Order Form**, which must be submitted with a **mailing sample** for APTA approval before APTA will release the List to List Renter. List Renter shall ensure that its mailing sample is for professional use to APTA members and does not reference APTA in any way without prior written consent from APTA. If APTA grants such consent, List Renter must attach a copy of APTA’s consent to and submit it with the Order Form. APTA reserves the right to reject any proposed direct mail piece in its sole discretion.

APTA provides the List for **ONE-TIME USE ONLY**. 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, or any part thereof; (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 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 List Renter breaches warranty (iii) or (v) above, it agrees to pay 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. List Renter acknowledges that the foregoing liquidated damages are reasonable in amount.

Upon completion of the mailing, 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 from the List provided by APTA.

List Renter understands that it must include all specifications, quantities, and any other requirements indicated on its purchase orders or other documents in the Order Form. If List Renter has any doubts regarding how APTA will interpret the order upon processing, List Renter should contact APTA for clarification before placing the order. APTA shall bear no responsibility for processing any order in conformity with what appears on the Order Form.

List Renter **shall** notify APTA’s List Rental Services by phone at (800) 999-2782, ext. 3212, by fax at 703-684-7343, or by email at listrental@apta.org within seven (7) days of receipt for any

order it considers to be incorrect. Absent such notice, the order will be deemed correct, and List Renter shall be liable for full payment.

List Renter agrees to submit full payment for the List rental to APTA within 30 days of the invoice date. First-time clients agree to make full payment in advance of receiving the list.

List Renter **MAY NOT RETURN** the List rental order. APTA will not give List Renter any refunds or credits after it has processed the order.

List Renter understands that there is a 5% margin of error for bad addresses on the List. APTA will only provide refunds or credits for returned mailings over the 5% allowance.

List Renter understands that APTA does not guarantee and shall not be liable for the success or failure of List Renter’s mailing.

By signing this Agreement, you hereby attest that you have read and understood this Agreement, that you have completed, signed, and attached the Order Form, along with your mailing sample, and that you will submit this Agreement with the attached Order Form and mailing sample via email at listrental@apta.org or by fax at (703) 684-7343 APTA.

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Referral-for-Profit Guideline:** APTA is opposed, as a matter of healthcare policy, to sources of referral (including physicians) profiting from referring patients for physical therapy. The policy, adopted by the APTA House of Delegates, states: “The American Physical Therapy Association opposes participation in services that are in any way linked to the financial gain of the referral source.” Because of this policy, List Renters with a financial interest in referring patients to an employed physical therapist or to a physical therapist who supervises an employed physical therapist assistant are ineligible to purchase APTA’s mailing list. Please contact APTA by email at listrental@apta.org or by phone at 800-999-2782, ext. 3212 should you have additional questions.

**By signing below, you 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.**

Signature \_\_\_\_\_

Date \_\_\_\_\_