

## MAILING LIST LEASE AGREEMENT

This Mailing List Lease Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ (“Lessor”), with its and \_\_\_\_\_ corporation (“Lessee”).

Lessor is leasing a Mailing List (defined below) to be used on a one-time basis. The Lessee may not re-use, disclose, transfer, reproduce, store or retain by any manner or means all or any portion of the mailing list. Through lease of this mailing list, the Lessee agrees that the material mailed with this listing shall not imply that the product or service offered is endorsed in any manner by Lessor. Lessor’s logo or information shall not appear anywhere on the material. By signing below, Lessor is held harmless for any third party claims or demands made against Lessee in connection with the usage of the Mailing List.

AAOMPT 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. Because of this policy, AAOMPT does not accept exhibit or sponsorship 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 AAOMPT should you have additional questions. Therefore the Lessee agrees that by signing this agreement they are stating that their company is not associated with a Physician-owned Physical Therapy Services (POPTS) Relationship. They also agree by signing this agreement that they do not participate in any arrangements where the referral (including from physicians) will cause financial profit and/or financial incentives as a result of referring patients for physical therapy.

In consideration of the lease of the Mailing List and the other covenants and agreements made by this Agreement, and for other good and valuable consideration, the receipt and sufficiency of all of which are acknowledged, the parties agree as follows:

1. **Lease of Mailing List.** The Lessor shall lease and the Lessee shall lease a mailing list containing the names and address of the members of the American Academy of Orthopaedic Manual Physical Therapists (“Mailing List”).
2. **Lease Price.** The Lease Price for the Mailing List shall be \$\_\_\_\_\_.
3. **Payment of Lease Price.** The entire payment in one lump sum shall be made prior to receipt of Mailing List.
4. **Covenants of Lessee.** Lessee understands that it is leasing a one-time use of the Mailing list. More than a one time use will constitute a breach of this Agreement. If Lessee uses the Mailing List more than one-time it will be required to pay Lessor twice Lease Price for each additional use as liquidated damages for said breach.

Lessee will forward copies of all materials that will be mailed out with the Mailing List, and will allow ten (10) business days for the Lessor's approval before sending any materials. Lessor has the right to deny the lease of the list based on a review of materials.

Mailing is to be completed within sixty (60) days of Lessor's approval.

5. **Miscellaneous.** The paragraph headings of this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms. Neither this Agreement nor any term, condition, covenant, or agreement of it may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or terminated is sought.

6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, personal representatives and heirs.

7. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Louisiana.

“LESSOR”

“LESSEE”

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_