

## AAOMS Mailing List Rental Agreement

This **Mailing List Rental Agreement** ("Agreement") is entered into by and between the American Association of Oral and Maxillofacial Surgeons ("AAOMS") and the party identified on the signature page ("Renter"). The Agreement governs Renter's temporary, limited, and conditional access to the AAOMS Membership Mailing List (the "List").

### A. Ownership & Authorized Use

- The AAOMS Membership Mailing List ("List") is exclusive property of AAOMS.
- Renter is granted a one-time, temporary, limited use of the List solely for the mailing described above and in the approved List Rental Order Form ("Order Form").
- AAOMS must approve the Order Form and mailing sample before the List is provided. AAOMS may decline any request prior to delivery.

### B. Restrictions on Use

Renter agrees to the following limits:

- Single Use Only — one mailing, for the approved purpose.
- No retention, disclosure, duplication, storage, or transfer of the List by Renter, employees, or service providers.
- No entry of the List into any CRM, database, marketing system, analytics tool or filing system.
- Monitoring — the List may include trackable names to verify compliance.
- No alteration of List data.
- Mandatory destruction of all copies (electronic, printed, vendor-held, backups) within 5 business days after mailing. Certification of destruction must be provided upon request.
- Third-party vendors (e.g., mail houses) must agree in writing to these same terms; Renter remains responsible for their compliance.
- Renter will not use mailing list for recruitment; AAOMS Today Classifieds and AAOMS Career Line are available for this purpose.

### C. List Counts & Delivery

- Counts provided by AAOMS are estimates.
- Updated or re-pulled lists require a new Order Form and payment.
- No guarantee is made regarding accuracy or deliverability.

### D. Legal Compliance

- Renter will comply with all applicable laws governing direct mail.
- AAOMS represents it has the right to provide the List for the permitted use.
- Data Roles: AAOMS is the data controller; Renter is the independent, limited-purpose user.

### E. Liquidated Damages for Unauthorized Use

Because misuse causes significant and hard-to-measure harm, Renter agrees to the following liquidated damages:

- 1st violation: 2x the most recent rental fee.
- 2nd violation: 5x the most recent rental fee.
- 3rd or subsequent violations: termination of access and AAOMS may pursue additional legal remedies and actual damages.

These amounts are reasonable estimates, not penalties.

### F. Confidentiality

The List and all related materials are confidential. They may be shared only with approved vendors who are bound by confidentiality obligations at least as strict as these terms.

### G. Limitation of Liability

Except for unauthorized List use:

- Neither party is liable for indirect, incidental, special, or consequential damages.
- AAOMS's total liability is limited to the amount paid by Renter for the List.

#### **H. Cancellation & Refunds**

- Before delivery of the List: AAOMS may cancel the rental and refund any payment in full.
- After delivery: No refunds unless AAOMS fails to provide the List due to its own error.

#### **I. Term**

Agreement becomes effective upon signature and ends when the approved mailing is complete, and all List materials have been destroyed.

#### **J. Governing Law**

This Agreement is governed by the laws of Illinois.

#### **K. Authority & Entire Agreement**

- The person signing for Renter warrants they have authority to bind the organization.
- This Agreement and the Order Form constitute the entire agreement, superseding all prior discussions.

### **SIGNATURES**

#### **Renter Authorized Signer:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **AAOMS Authorized Signer:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Mailing List Rental Order Form

Contact Name

Contact Email &amp; Phone Number

Company

Recipient Email (If Different from Contact Email)

Address

Suite/Floor

City

State

ZIP Code

**DESIRED DELIVERY DATE***Allow a minimum of seven business days for requests to be processed.***REQUESTED BY**  AAOMS Member  Exhibitor  Educational Institution/Hospital  Regional/State OMS Society**SENDING MAILER?**  Yes  No

A final version of the mailing piece must be submitted for review. If only a sample is provided with the request, the list will not be distributed until the final version is approved. Any content changes after approval must be shared with AAOMS. Mailing pieces should be emailed to [membership@aaoms.org](mailto:membership@aaoms.org).

 Check here to confirm you are using the services of a mail house.**TYPE OF LIST REQUESTED**Select one type. A separate request form is required for each new list. Questions? Email [membership@aaoms.org](mailto:membership@aaoms.org).**List with Mailing Piece**

- Annual Meeting pre-reg. list
- Annual Meeting post-reg. list
- Dental Implant Conference pre-reg. list
- Dental Implant Conference post-reg. list
- Entire Membership:** Includes residents in training, practicing and retired OMSs, honorary members and international OMSs
- Practicing OMSs:** Includes private practice, faculty, federal service and international OMSs
- Resident Members:** Includes all residents currently enrolled in OMS training programs

**List without Mailing Piece**

- Annual Meeting informational pre-reg. list
- Annual Meeting informational post-reg. list
- Dental Implant Conference informational pre-reg. list
- Dental Implant Conference informational post-reg. list

Informational lists contain only name, company, city and state.

**LIST SORT ORDER** Alphabetical ZIP Code State**LOCATION REQUESTED**

- United States  North America  All geographic regions  District I (CT, MA, ME, NH, NY, RI, VT)
- District II (DC, DE, MD, NJ, PA, active duty military)  District III (AL, FL, GA, KY, LA, MS, NC, SC, TN, VA, WV, U.S. territories)
- District IV (IL, IN, MI, OH, WI, Veterans Affairs/PHS)  District V (AR, CO, IA, KS, MN, MO, MT, ND, NE, NM, OK, SD, TX, WY)
- District VI (AK, AZ, CA, HI, ID, NV, OR, UT, WA)  Other: \_\_\_\_\_

## PAYMENT INFORMATION

Completed form with payment information may be securely faxed to 847-678-6279.

Call 847-233-4367 to pay by phone. Do not send payment information via email.

American Express     Discover     MasterCard     Visa     Check (mail to AAOMS)

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|                    |    |                 |
|--------------------|----|-----------------|
| Credit card number | CW | Expiration date |
|--------------------|----|-----------------|

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|                                |                      |
|--------------------------------|----------------------|
| Cardholder Name (please print) | Cardholder Signature |
|--------------------------------|----------------------|

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|                 |             |      |       |          |
|-----------------|-------------|------|-------|----------|
| Billing Address | Suite/Floor | City | State | ZIP Code |
|-----------------|-------------|------|-------|----------|

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### Prices

|                               |          |                                |        |
|-------------------------------|----------|--------------------------------|--------|
| Annual Meeting pre-reg.       | \$ 350   | Annual Meeting post-reg.       | \$ 475 |
| Dental Implant Conf. pre-reg. | \$ 275   | Dental Implant Conf. post-reg. | \$ 325 |
| Single District               | \$ 300   | Single U.S. State              | \$ 200 |
| Entire Membership             | \$ 1,000 | Approximately 11,000+ members  |        |
| Practicing OMSs               | \$ 1,000 | Approximately 6,600+ members   |        |
| Resident Members              | \$ 250   | Approximately 1,290+ members   |        |

Oral and maxillofacial surgery institutions and members who sponsor courses for a profit and wish to announce them to AAOMS membership will be charged the applicable mailing list fee for a mailing list.

Members who wish to conduct a scientific survey of the membership may rent a mailing list at a reduced fee.

In accordance with AAOMS policy and the requirements of the Accreditation Council for Continuing Medical Education (ACCME), only those who have opted in to receive marketing communications will be included in the mailing list(s).

Mailing lists are protected by copyright.

**EXHIBITORS:** As a condition of granting exhibit space at AAOMS meetings, exhibitors agree not to conduct or sponsor any educational seminars on the dates of the AAOMS meeting. Exhibitors may conduct or host an event such as a breakfast, luncheon, dinner, reception or focus group on the dates of the meeting during non-programming hours as determined by AAOMS. An exhibitor may conduct or sponsor an educational seminar immediately preceding or immediately following the meeting program. All requests to hold non-educational or educational functions must be submitted for review and approval to the AAOMS Exhibits Department. Final version of mailing content is required for review by Exhibits Department before a mailing list will be provided.

**REGIONAL AND STATE OMS SOCIETIES:** Each state and regional OMS Society is allowed up to two requests per calendar year at no charge. Additional requests may be rented at the regular price. Mailing lists may be used for promotion of society events and CE activities.

