



# Texas Hunter & Jumper Association Membership List/Label Agreement

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the

Texas Hunter & Jumper Association ("Association") and \_\_\_\_\_ ("Purchaser")

## RECITALS

**WHEREAS**, Purchaser desires to purchase from the Association its Membership List in label form ("Membership List"), and Association is willing to sell to Purchaser the Membership List; and **WHEREAS**, the sale of the Membership List to the Purchaser shall be subject to all terms, conditions and covenants set forth below.

IT IS THEREFORE MUTUALLY AGREED:

1. Association hereby agrees to sell for the sum of \$ \_\_\_\_\_ to Purchaser, the Association's Membership List to be used by the Purchaser solely and exclusively in connection with a **ONE-TIME MAILING** of materials that have been previously supplied to Association with its label request form. Purchaser shall only use the Membership List in a manner consistent with the Association's Policy that has been delivered to Purchaser (Page 2).
2. Labels. As defined above, the Membership List will be in label form only. Purchaser unconditionally agrees it will not resell, disclose, transfer, duplicate, reproduce or retain said Membership list in any form or manner what so ever, **OR PERMIT ANY THIRD PARTY**, agent, employee or contractor or their respective agents and employees to use it.
3. Default. In the event of any default or breach of this Agreement or any covenants contained herein by Purchaser acknowledges and agrees that it shall be liable to Association for all damages sustained by Association including all costs, expenses and attorney's fees, incurred by Association in enforcing the terms of this Agreement. Further, Purchaser acknowledges and agrees that Association may proceed against Purchaser by injunction or any other appropriate remedy to prevent Purchaser from violating the terms, conditions and covenants contained in this Agreement.
4. Each list will contain "dummy" names and addresses so that unauthorized use of the list may be determined. These names and addresses will be unknown to Purchaser. Violation is immediately apparent when "dummy" names receive any mailings not authorized by the Association or their representative.

TEXAS HUNTER & JUMPER ASSOCIATION

PURCHASER

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## POLICY FOR SALE OR DISTRIBUTION OF MEMBERSHIP LABELS:

Requests for membership labels must be directed to the THJA Secretary and must adhere to the following Guidelines:

- All requests must be submitted on a request form.
- A copy of the associated correspondence for which the labels are requested must be included with the label request form.
- A Membership List Agreement (Page 1) must be signed by the purchaser and representative of The Association before the labels will be released.
- Associated fees, as outlined below, are shown on the request form.
- The Association may decline the sale of the labels for any request that it feels is not in the best interests of the Association.
- Membership lists will be sold in label form only to ensure current information.

### SALE OF LABELS: REQUEST FORM

Organization: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date Requested: \_\_\_\_\_

### FEES & PAYMENT

FEE: \$ \_\_\_\_\_  
Shipping/Postage (if mailed) \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_

to be PAID IN FULL before the release of labels by:  
CASH  
CHECK (Payable to "THJA")  
CREDIT CARD (Visa, MC, Discover, AmEx)

### FEE SCHEDULE\*

Labels used for the purpose of mailing horse show prize lists	- \$25.00
Labels used by non-profit horse related organizations	- \$25.00
Labels used by all other requestors	- \$50.00

\*Fees may be waived at the discretion of the Executive Committee

Mail Form To: 1590 W. Truce Rd., Bowie, TX 76230-8454 • Phone: (940) 567-2559