List Rental Policy and Order Form

The American Society of Transplantation is an international organization of transplant professionals dedicated to research, education, advocacy and patient care in transplantation science and medicine. The AST membership list is available upon approval of the proposed mailing components. The list will be released for one-time use only. All names and addresses are the property of the AST -- the individual receiving the AST membership list agrees to destroy any unused names and addresses. Payment must accompany your order. Please make your check payable to the AST. Please allow 3 – 5 business days for processing.

Please complete the following order sheet and submit with the completed and signed rental agreement and sample-mailing piece(s).

Date: __________________________ Date list needed: __________________________

Name: __________________________

Organization: __________________________

Address: __________________________

City: __________________________ State: __________ Zip: __________

Phone: __________________________ Fax: __________________________

Email: __________________________

Payment Method:

☐ Check   ☐ Credit card*

*If paying by credit card an online invoice will be emailed to the email address above to remit payment. Payment is required prior to list generation.

For office use only

List Type:

# of Members: __________________________

Cost: $2,500.00
Institution/Company Name: __________________________________________________
(company originating mail piece; not List Broker or Mailhouse)

City/State/Zip: __________________________________________________________

Telephone: __________________________ Fax: _____________________________

It is agreed that the following terms and conditions shall be applicable to the rental of the American Society of Transplantation mailing list:

1. AST shall make available to the mailer a list of names and addresses of its members for the price of $2500 on the terms and conditions in this Agreement. Payment in full must accompany your order.

2. The names furnished are for one time rental use only and may not be copied, duplicated or reproduced in any form. The mailer shall not permit the list to pass into the hands of any other person or entity.

3. The Mailer shall not act or in any way purport to represent the AST in any mailing without the express written permission of the Society. The list may not be used in connection with any communication which, in the opinion of AST, would tend to mislead, misinform or deceive, in content or presentation.

4. The list may be used only in conjunction with approved promotional materials, which must be submitted and approved prior to the release of the mailing list. The AST in discretion (which agrees to reasonable exercise), may disapprove any part or all of such a matter for mailing.

5. This list may be used only for mailing purposes and may not be used for telephone or e-mail solicitation. User follow-up by telephone or personal contact to a response to a mailing is not a prohibited use.

6. The Mailer shall indemnify and hold harmless the American Society of Transplantation against any claim, damage, expense (including attorney’s fees), liability or obligation incurred by reason of use of this list, including claims for infringement of copyright, trademark or trade name, defamation and misappropriation of proprietary rights.
7. The list and information thereon at all times is and remains the sole property of AST and in no event shall the mailer divulge to anyone, make copies of or use the list/information in any way, except as may be permitted in writing by AST. Within ten days of cancellation, user shall return to AST, all lists and copies of lists or names taken from AST lists; this is an independent obligation.

8. User agrees to forward to AST within ten (10) days following receipt, any letter or other documents (or copies) containing complaints by AST members regarding the user’s mailing, the matter transmitted in the mailing, or the offered product or service.

9. It is expressly understood and agreed that AST rights, including but not limited to, common law and statutory rights of literary property and copyright in AST’s list and the data contained therein are not assigned or released as a result of this Agreement but are reserved and retained by AST subject to limited use permitted under this agreement.

10. For any breach of this Agreement, the Renter shall be liable to AST for all damages, including reasonable attorney’s fees, costs, and expenses, including expenses incurred in investigation and loss of income.

This agreement must be signed by an authorized representative of the requesting organization and indicates agreement to the terms of the rental agreement.

Name: ____________________________________________  (please print)

Title: ______________________________________________

Signature: _____________________________  Date: _______________
