

Mailing List Rental/License Agreement

In consideration of the mutual terms and promises contained in this Mailing List Rental Agreement (the "Agreement"), the parties to this Agreement agree to the following terms:

1. This Agreement is entered into as of the latest date signed by the respective parties, indicated below, by and between the Home Builders Association of Connecticut, Inc., a Connecticut corporation having its principal office of business at 1245 Farmington Avenue, 2nd Floor, West Hartford, CT 06107 (the "HBA of CT"), and _____, having its principal place of business at _____ (the "Licensee").

2. The HBA of CT shall provide to Licensee, upon Licensee's request, with the membership list of the HBA of CT on labels suitable for mailing.

3. The HBA of CT shall have the ability in its sole discretion to a) not approve or process any orders or requests placed by Licensee until this Agreement has been signed and returned to HBA of CT with the required royalty payment noted in paragraph 5; b) withhold its approval or processing of any order or request by Licensee if the services or products described below by Licensee are deemed inappropriate by HBA of CT, if Licensee has previously violated a prior license agreement with the HBA of CT or has outstanding obligations to the HBA of CT; and c) monitor by a combination of one or more methods as determined by HBA of CT, including, but not limited to, fictitious addressees, all lists provided to Licensee in order to prevent improper and unauthorized use. If for any of these reasons the mailing list is not provided to Licensee, HBA of CT will return Licensee's payment for it. Licensee must provide a brief description of the service(s) or product(s) to be marketed through use of HBA of CT's membership list:

4. **Licensee shall for, each list rental, use the membership list mailing labels for one mailing only to promote, advertise or market the above described service(s) or product(s) of Licensee to the membership of HBA of CT. Licensee acknowledges that the membership list constitutes confidential information and is the property of HBA of CT and that communication of such confidential information to third parties could injure HBA of CT. Therefore, Licensee agrees to take reasonable steps to ensure that such confidential information obtained by Licensee or any of its employees, officers, agents, attorneys, or representatives shall remain confidential and shall not be disclosed or revealed to any third parties. Licensee shall not license, sell, resell, or otherwise communicate any mailing list derived from the membership list of HBA of CT. **Licensee shall not copy, duplicate, enhance, enter into any database or otherwise reproduce in any manner the membership list or any portion of the names and addresses contained on the membership list mailing labels.** Licensee shall take all reasonable steps necessary to ensure that Licensee's employees, officers, agents, attorneys, and representatives adhere to all terms of this Agreement.**

5. Licensees must be an HBA of CT member in good standing. Licensee agrees to pay the royalty sum of \$300.00 to HBA of CT.

6. Licensee agrees to indemnify and hold harmless HBA of CT from any and all claims, damages, losses or expenses including attorney's fees, however incurred, which are occasioned by Licensee's use of the membership list, or by any materials, products, goods, or services offered or provided by Licensee to persons on the membership list.

7. This Agreement supersedes all other agreements including any oral agreements made between any of the respective representatives of HBA of CT and Licensee prior to the date of this Agreement. This agreement cannot be terminated or modified to any extent except in writing signed by both HBA of CT and Licensee, shall be governed by the laws of Connecticut and shall survive all uses of the membership list by Licensee.

HBA of CT

Licensee

by: _____

by: _____

Title: _____

Title: _____

Date: _____

Date: _____