



The 2010 Jersey Arts List Exchange Registration Agreement Form

To participate in the 2010 Jersey Arts List Exchange, please complete the following information, sign and date this form, and return it via fax to 609.964.1566 or e-mail to cbarthole@jerseyarts.com.

I. **Name of Organization:** _____

City/State/Zip: _____

II. **CONTACTS:** All organizations are required to assign a primary and secondary contact to the project. Both contacts are to have approval authority for incoming list requests.

Primary Contact Name: _____

Primary Contact Title: _____

Primary Contact Email: _____

Primary Contact Phone: _____

Secondary Contact Name: _____

Secondary Contact Title: _____

Secondary Contact Email: _____

Secondary Contact Phone: _____

III. **TYPE OF PRICING PACKAGE:** You must select the type of pricing package you prefer when updating your data in the List Exchange. Please see the Project Overview for details on each option.

Subscription Package A La Carte Package

I understand that, as a member of the Jersey Arts List Exchange, I am participating in a permission-based community database of consumer mailing lists compiled from participating member organizations. The purpose of the List Exchange is to simplify mailing list exchanges, improve marketing intelligence, save time, and minimize expenses for participating members.

To receive these benefits, I agree to the rights and responsibilities of permission-based data sharing. Specifically, I understand that data (lists) can only be shared with the express permission of the owner/organization. Under the contract terms between the ArtPride New Jersey Foundation and the service provider, TRG Arts (TRG), data transfers can only be transacted once the requesting member receives express permission from the list owner member; or after the designated (3) business day "regrets only" response window passes without a reply by the list owner; or if a list is marked "Auto Approve" by the list owner member, at which time requested lists will be

released without the need for any further action. Only under these circumstances will the Jersey Arts List Exchange or its Service Provider (TRG Arts), share, deliver, or export any data from the community database.

I understand that any information on a data list that I receive from a participating organization (other than information previously known to me) is both proprietary and confidential, and use of such data is limited to my own organization.

As a member of the Jersey Arts List Exchange, I agree that I am responsible to do all of the following prior to receiving access to eMerge:

- Complete and submit this Agreement Form
- Complete and submit the PAF, a USPS required form which allows TRG to perform National Change of Address (NCOA)
- Attend a Data Submission Webinar provided by TRG
- Submit data in the required format by March 12, 2010
- Review segment inventories sent by TRG to ensure accuracy in their list submission prior to posting in eMerge
- Respond to any revised segmentation requests within (5) business days
- Attend an eMerge Basic Training Webinar provided by TRG to ensure an adequate understanding of the system's functionality

Once I have been given access to eMerge, in order to ensure the best experience for myself and the membership community at large, I agree to:

- Have at least (1) segment of my list available for trade at all times (knowing that I can still choose when and with whom I share that data) – this segment must be no older than (3) years
- Respond to requests for list trades within (3) business days; otherwise acknowledge list requests will be automatically considered approved
- Notify the Discover Jersey Arts program staff of any changes to either the primary or secondary contacts listed above
- Assume any and all costs associated with my participation in the Jersey Arts List Exchange as outlined in the Program Overview
- Agree to mail materials to patrons from each accessed list only once and only for the purpose expressed when requesting the data

By signing below, you agree to the terms and conditions of membership in all list-exchanging transactions outlined above and in the official 2010 Jersey Arts List Exchange Project Overview (which is to be considered an amendment to this agreement). You further agree to hold harmless and waive any potential claims, suits or judgments against the ArtPride New Jersey Foundation; its project cosponsor the New Jersey State Council on the Arts/Department of State; and TRG Arts, the official Service Provider for this project. Your signature represents evidence that you are empowered by the organization listed to act on its behalf in this matter. In all cases the decision of the ArtPride New Jersey Foundation will be final.

X

Primary Contact
Title