THE NATIONAL DIRECTORY OF MORTICIANS

PUBLISHERS OF

The Red Book

P.O. Box 73 Chagrin Falls, OH 44022 (440) 247-3561 FAX (440) 247-0164 E-Mail redbook@funeral-dir.com

MAILING LIST ORDER FORM OF FUNERAL HOMES

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☐ Arkansas	275	☐ Mississippi	341	☐ Vermont	54
☐ California	801	☐ Missouri	507	☐ Virginia	458
☐ Colorado	164	☐ Montana	68	☐ Washington	178
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☐ Delaware	62	☐ Nevada	50	☐ Wisconsin	493
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☐ Georgia	571	☐ New Mexico	72	☐ British Columbia	121
☐ Hawaii	20	☐ New York	1602	☐ Manitoba	87
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☐ Illinois	1015	☐ North Dakota	68	☐ New Brunswick	89
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☐ Iowa	413	☐ Oklahoma	315	☐ Nova Scotia	104
☐ Kansas	306	☐ Oregon	156	☐ Ontario	510
☐ Kentucky	456	☐ Pennsylvania	1589	☐ PEI	44
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☐ Maine	106	☐ South Carolina	386	☐ Saskatchewan	114
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				☐ Puerto Rico	123
				☐ US Virgin Island	36

ALL ORDERS MUST INCLUDE SIGNED TERMS AND CONDITIONS AGREEMENT

Ordered by:

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City _____ State _____ Zip_____

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Rev 07/30/13

National Directory of Morticians Mailing Labels (One Time Usage)

(Publishers of THE RED BOOK)

TERMS AND CONDITIONS FOR USE OF NATIONAL DIRECTORY OF MORTICIANS Inc., Red Book, LABELS

In placing this order and by accepting delivery of labels containing firm name, address, city, state and postal zip code furnished by The National Directory of Morticians, herein referred to as NDM or its list Broker, and _____ (Please Print) herein after referred to as Customer, agrees to the following terms and conditions.

POSTAGE GUARANTEE

On addressed labels NDM will refund $0.42 per piece for any undelivered mail due to improper addresses as long as mailing is made within 30 days from the date the list is received by the customer or the customer's mailing facility. To qualify for the refund, undelivered mail, first class or third, must be returned to The National Directory of Morticians at the customer's expense within 60 days of shipment of addressed labels from The National Directory of Morticians. This guarantee applies to only the first mailing by the customer.

LIMITED LICENSE FOR USE OF LABELS

Customer agrees not to sell, lease, lend or otherwise distribute any part or in any format of the labels to any other individual or entity.

Authorized Use: NDM grants Customer, nontransferable and nonexclusive license to possess and have a one time use of the labels for mailings for Customer's own purposes.
Unauthorized Use: Any use other than described in Authorized Use and/or Customer Responsibilities is an Unauthorized Use and will result in legal prosecution to the fullest extent and to include but not limited to Penalties for Unauthorized Use Paragraph

Customer Responsibilities:

Customer understands it is an express condition of this Agreement that in using the NDM Mailing Labels that any use of said Mailing Labels that competes with NDM, including but not limited to electronic, paper, telephonic and/or mail list rental services, will result in legal prosecution to the fullest extent and to include but not limited to Penalties for Unauthorized Use paragraph.

Except to the extent specifically authorized in writing by NDM, Customer cannot share, sell or otherwise distribute the NDM Labels and Customer is responsible to NDM for any unauthorized use of labels. Customer agrees and warrants that: a) Customer will not provide access to any portion of the NDM labels to any unauthorized party without the prior written consent of NDM; b) Customer shall use best efforts to prevent the misuse and unauthorized use of the NDM Labels; c) Customer shall not name NDM or its affiliated companies or refer to the use of NDM Labels in any advertisements, promotional or marketing material; and d) Customer shall indemnify and hold harmless NDM, its affiliated companies and their respective officers, employees and agents ("Indemnified Parties") against any loss, liability, damage, cost or expense (including, but not limited to, reasonable attorneys' fees and legal costs) suffered or incurred by any Indemnified Party, arising out of or in any way related to Customer use of the NDM Materials or the breach of this Agreement.

Penalties for Unauthorized Use:

For each unauthorized use or distribution mentioned in the preceding paragraphs of any label information furnished under this agreement, Customer agrees to pay, but is not limited to paying, NDM an amount equal to NDM normal charges at the time of such use, plus a 200% penalty payment, plus any and all moneys collected by the Customer for the unauthorized use. Customer further agrees to reimburse NDM for all damages, court costs and attorney's fees incurred in obtaining relief or compensation for unauthorized use of any labels by Customer and/or to any parties the Customer distributed. For all other breaches of this agreement by Customer, The National Directory of Morticians shall have all remedies afforded by applicable law.

WARRANTIES AND LIMITATION OF LIABILITIES

NDM's liability and Customer's remedies for breach of this agreement by NDM are limited solely to the refund for undelivered Labels provided above and the return to Customer of any payment for lists not delivered within the period specified in the agreement or within a commercially reasonable period.

Description of labels or of estimated current label counts in the agreement is for the sole purpose of identifying them, is no part of the basis of the bargain and does not constitute a warranty that the labels or counts shall conform to any description. All labels and any estimated current labels counts supplied by NDM under this contract are taken by Customer "as is" and NDM MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE regarding labels or counts.

NDM makes no warranty on its list other than stated in the POSTAGE GUARANTEE and Customer agrees to be responsible for determining that all information provided by The National Directory of Morticians is sufficiently accurate for Customer's use. Any complaint that may arise upon receipt and inspection of these labels must be made by Customer in writing to The National Directory of Morticians within 15 days of their receipt.

GENERAL

This policy may be amended from time to time at the discretion of NDM.

This Agreement shall be governed and construed by the laws of the State of Ohio, United States of America without regard to any conflicts of law principles. Additionally, any action relating to any provision of this Agreement or Customer use of NDM Labels shall be in a court located within Geauga County, Ohio, United States of America.

ACCEPTED BY CUSTOMER

I have read the above Terms and Conditions and hereby accept this agreement.

Date_____ Accepted by (signature)_____

Name of Customer (please print)_____

Name of Company (please print)_____

Address (please print) _____ City_____ State_____ Zip _____

THE NATIONAL DIRECTORY OF MORTICIANS, Inc.
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