



**NATIONAL SHOOTING SPORTS FOUNDATION®
2008 SHOT SHOW® MEDIA LIST PURCHASE AGREEMENT**

Customer Name: _____ **Customer Representative:** _____

Name of Client Represented: _____ **Is Customer/Client an NSSF Member:** Y / N

Customer Address: _____

Telephone: _____ **E-mail:** _____

TERMS & CONDITIONS

NSSF has compiled information ("Information") concerning outdoors media companies and representatives attending the 2008 SHOT Show. Customer desires to purchase and use the Information solely in the ordinary course of Customer's business and subject to the Terms & Conditions below. The Information purchased shall be limited to: company names, mailing addresses, e-mail addresses and media company representatives.

License: NSSF grants to Customer a limited, non-exclusive and non-transferable license to use the Information for one-time use only. NSSF retains all ownership rights (including copyrights and other intellectual property rights) in the Information, in whatever form, and Customer obtains only such rights as are explicitly granted in this Agreement. Customer agrees not (i) to disclose, either directly or indirectly, the NSSF as being the list source or the list owner, or (ii) to express or imply that the NSSF endorses Customer's services or products, or those of Customer's clients, in any mailing or in any other way without NSSF's prior written consent. NSSF reserves the right to "seed" the List to monitor usage. Customer may not take steps to eliminate or identify seeded names.

Compliance with Law: Customer agrees to use the Information in compliance with applicable state and federal laws and regulations, including, without limitation, all laws and regulations regarding direct mail, electronic communications, data protection and privacy.

List Fee: \$75.00 NSSF Member (in good standing)/\$150 Non-NSSF Member. Remit payment with signed copy of this agreement. Make checks payable to National Shooting Sports Foundation, Inc. Visa, MasterCard and American Express are also accepted.

Disclaimer: Though NSSF uses extensive procedures to keep the Information current and accurate, Customer acknowledges that the Information may be partially incomplete and/or contain a degree of error. ALL INFORMATION PROVIDED BY NSSF TO CUSTOMER IS PROVIDED "AS IS." NSSF DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NSSF SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST BUSINESS PROFITS) OR ANY OTHER INJURY OR LOSS ARISING OUT OF OR IN CONNECTION WITH, IN WHOLE OR IN PART, NSSF'S CONDUCT IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING OR DELIVERING THE INFORMATION TO CUSTOMER.

Release: Customer agrees to defend, indemnify and hold harmless the NSSF, its current and former members, directors, officers, employees, agents and volunteers from and against all third party claims, demands or liabilities of any nature (including reasonable attorney's fees and other costs) arising from or directly related to Customer's use or misuse of the Information.

Customer agrees to the above stated Terms and Conditions:

Customer Name Customer Representative Date

**Send agreement and payment to:
NSSF
Attn: Lori Thomas
11 Mile Hill Road
Newtown, CT 06470-2359
Telephone: (203) 426-1320
Facsimile: (203) 426-1245**