

# 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](mailto:redbook@funeral-dir.com)

### MAILING LIST ORDER FORM OF FUNERAL HOMES

(Check the appropriate box: Shipping and Handling \$15.00)

#### DISK/ELECTRONIC LABELS:

- Personal Computer Disk/Electronic \$160.00/1,000 Labels (selection by State)  
 Personal Computer Disk/Electronic \$210.00/1,000 Labels (selection by Zip Code and/or Cities)  
(Indicate special selection on separate sheet of paper)

(Pressure Sensitive Labels Available with corresponding Order Form & Terms and Conditions  
Available by download from [www.funeral-dir.com](http://www.funeral-dir.com))

#### SELECTION:

- All U.S.A (19,751)       All Canada(1,047)       Select from Below

STATE	COUNT	STATE	COUNT	STATE	COUNT
<input type="checkbox"/> Alabama	381	<input type="checkbox"/> Massachusetts	550	<input type="checkbox"/> Tennessee	418
<input type="checkbox"/> Alaska	20	<input type="checkbox"/> Michigan	683	<input type="checkbox"/> Texas	1123
<input type="checkbox"/> Arizona	119	<input type="checkbox"/> Minnesota	393	<input type="checkbox"/> Utah	68
<input type="checkbox"/> Arkansas	269	<input type="checkbox"/> Mississippi	337	<input type="checkbox"/> Vermont	54
<input type="checkbox"/> California	773	<input type="checkbox"/> Missouri	513	<input type="checkbox"/> Virginia	468
<input type="checkbox"/> Colorado	163	<input type="checkbox"/> Montana	71	<input type="checkbox"/> Washington	169
<input type="checkbox"/> Connecticut	265	<input type="checkbox"/> Nebraska	230	<input type="checkbox"/> West Virginia	261
<input type="checkbox"/> Delaware	60	<input type="checkbox"/> Nevada	44	<input type="checkbox"/> Wisconsin	506
<input type="checkbox"/> Dist of Columbia	22	<input type="checkbox"/> New Hampshire	86	<input type="checkbox"/> Wyoming	30
<input type="checkbox"/> Florida	730	<input type="checkbox"/> New Jersey	657	<input type="checkbox"/> Alberta	91
<input type="checkbox"/> Georgia	574	<input type="checkbox"/> New Mexico	74	<input type="checkbox"/> British Columbia	78
<input type="checkbox"/> Hawaii	19	<input type="checkbox"/> New York	1636	<input type="checkbox"/> Manitoba	57
<input type="checkbox"/> Idaho	70	<input type="checkbox"/> North Carolina	639	<input type="checkbox"/> Newfoundland	32
<input type="checkbox"/> Illinois	1037	<input type="checkbox"/> North Dakota	89	<input type="checkbox"/> New Brunswick	58
<input type="checkbox"/> Indiana	583	<input type="checkbox"/> Ohio	1088	<input type="checkbox"/> Northwest Territory	0
<input type="checkbox"/> Iowa	418	<input type="checkbox"/> Oklahoma	323	<input type="checkbox"/> Nova Scotia	72
<input type="checkbox"/> Kansas	307	<input type="checkbox"/> Oregon	161	<input type="checkbox"/> Ontario	472
<input type="checkbox"/> Kentucky	465	<input type="checkbox"/> Pennsylvania	1641	<input type="checkbox"/> PEI	14
<input type="checkbox"/> Louisiana	255	<input type="checkbox"/> Rhode Island	85	<input type="checkbox"/> Quebec	93
<input type="checkbox"/> Maine	108	<input type="checkbox"/> South Carolina	387	<input type="checkbox"/> Saskatchewan	79
<input type="checkbox"/> Maryland	235	<input type="checkbox"/> South Dakota	98	<input type="checkbox"/> Yukon	1
				<input type="checkbox"/> Puerto Rico	93
				<input type="checkbox"/> US Virgin Island	4

#### ALL ORDERS MUST INCLUDE SIGNED TERMS AND CONDITIONS AGREEMENT

Ordered by: \_\_\_\_\_

Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Firm \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

E-Mail \_\_\_\_\_ Web Site \_\_\_\_\_

Rev 09/29/09

# National Directory of Morticians Electronic Mailing Labels

(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 \$0.44 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 ELECTRONIC 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 unlimited 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 100% 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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