

AGREEMENT FOR USE OF STATE BAR MEMBERSHIP, ELIGIBILITY AND NON-VOTER LISTS FOR STATE BAR BOARD OF TRUSTEES ELECTIONS

This Agreement is made and entered into by and between the State Bar of California, a public corporation, and _____, an active member of the State of California, and concerns the use of the State Bar's Membership, Eligibility and Non-Voter Lists (hereinafter collectively referred to as the "State Bar Lists") by candidates and potential candidates for the State Bar Board of Trustees. The parties hereby agree as follows:

1. The State Bar lists available to candidates and potential candidates for the State Bar Board of Trustees include the following:

Membership List: Active members of the State Bar, in good standing, whose principal place of business is located within a county that is included within the State Bar district in which there is an election. This list is available on or after the date the election is announced by the Secretary of the State Bar, but prior to the close of the eligibility list.

Eligibility List: Active members of the State Bar, in good standing on the date the eligibility list closes, whose principal place of business is located within a county that is included within the State Bar district in which there is an election. (Available on April 21, 2012.)

Non-Voter List: Active members of the State Bar, in good standing on the date the eligibility list closes, whose principal place of business is located within a county that is included within the State Bar district in which there is an election. A list of eligible voters who have not voted in the current election as of May 18, 2012 is available beginning on May 23, 2012.

2. The candidate may use the State Bar lists only for election-related uses approved by the Secretary of the State Bar. The candidate may not copy the list or any portion thereof or extract or retain any information therefrom for any use other than an election-related use. The candidate may not at any time permit any State Bar list information to pass into the hands of any other person, association, organization or company other than those persons, associations, organizations or companies designated by the candidate to perform election-related activities. Any non-election related use by the candidate or his/her designee will constitute a material breach of this Agreement.
3. The candidate agrees to pay the charge for production of the list. This charge does not include sales, use, excise or similar taxes. The candidate will be responsible for any present or future tax which may be applicable.

4. The candidate acknowledges that although the State Bar will make every effort to meet scheduled delivery or mailing dates, it will not be liable for any failure to meet requested or scheduled dates.
5. The candidate agrees that the State Bar may enforce this Agreement by way of claim for damages, temporary restraining order, preliminary or permanent injunction, specific performance, or otherwise.
6. It is expressly understood and agreed that the State Bar's rights, including but not limited to common law and statutory rights of literary property and copyright in the State Bar list and the data contained therein are not assigned or released by this Agreement, but are reserved and retained by the State Bar, subject to the limited use permitted under this Agreement.
7. The State Bar's Hold Harmless Agreement for Elections is attached hereto and is hereby incorporated by reference and made a part of this agreement as if fully set forth herein and will survive the termination, cancellation or expiration of this Agreement.
8. For material breach of this Agreement, the candidate will be liable to the State Bar for all damages, plus reasonable attorneys' fees, court costs and expenses, including expenses incurred in investigation.
9. This Agreement will be construed and interpreted in accordance with the laws of the State of California.

A copy of this agreement, as well as the attached Hold Harmless Agreement, must be executed by those who wish to obtain copies of the State Bar's membership, eligibility and/or non-voter list.

I AM REQUESTING A COPY OF THE STATE BAR'S MEMBERSHIP, ELIGIBILITY AND/OR NON-VOTER LIST AND I ACCEPT AND AGREE TO THE TERMS STATED HEREIN.

Signature

Print or Type Name

Date