

# STYLEMAX<sup>®</sup>

## ATTENDEE LIST ORDER FORM

### ORDERING INFORMATION (PLEASE PRINT CLEARLY):

**Contact Information:**

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

**EMAIL (required):** \_\_\_\_\_

### PLEASE SPECIFY WHICH ATTENDEE LIST YOU ARE REQUESTING:

- August 2011 (Holiday/Resort/Spring Preview)
- October 2011 (Spring)
- January 2012 (Summer/Fall Preview)
- March 2012 (Fall) – available after 3/29/2012

**All lists are sent via email. We do not provide mailing labels.**

**Lists include the following information:**

Contact name, Company, address, city, state, zip & phone.

**Fax completed form AND List Rental/Confidentiality Agreement**

To Monique Kielar at 312-527-7543 or email

[mkielar@mmart.com](mailto:mkielar@mmart.com)

# STYLEMAX

## List Rental and Confidentiality Agreement

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between Merchandise Mart Properties, Inc., manager of national tradeshows and Design Centers ("MMPI") and \_\_\_\_\_ (Recipient) ("Agreement"). The parties agree that this Agreement applies to all lists obtained by Recipient from MMPI.

1. MMPI shall provide Recipient the following MMPI mailing list: \_\_\_\_\_ ("Confidential Information").
2. Recipient agrees that this is a license solely **for one time use**, to be used pursuant to these conditions and may be revoked at any time; MMPI retains all ownership of the Confidential Information. In no way does the receipt of this request obligate MMPI to provide any lists or other information to Recipient, or other parties, and MMPI has the absolute discretion to approve or deny any request for lists at any time and for any or no reason whatsoever. MMPI makes no representations and gives no warranties that the information distributed is accurate.
3. Recipient shall maintain all lists and other information provided by MMPI in the strictest confidence. Recipient agrees, for itself and all persons retained or employed by Recipient, to hold in confidence and not sell or disclose to others or otherwise compromise or improperly use any information concerning MMPI's tenants, show attendees, or show exhibitors heretofore or hereafter disclosed to Recipient, including but not limited to any lists, data, information, plans, programs, processes, or operations which may come within the knowledge of Recipient where MMPI specifically authorizes Recipient to disclose any of the foregoing to others. Upon request, Recipient shall immediately return all copies of MMPI's lists to MMPI or its agent. Recipient understands that MMPI's lists are integral to MMPI's business and breach of this provision by Recipient will give rise to irreparable injury to MMPI which is inadequately compensable in damages. Accordingly, MMPI or its parent, affiliates, or successor, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to Recipient paying to MMPI as liquidated damages the sum of \$10,000.00. Recipient further acknowledges and agrees that the covenants contained herein are necessary for the protection of MMPI's legitimate business interests and are reasonable in scope and content.
4. All Confidential Information shall only be used for the following purpose: STYLEMAX. The following are purposes specifically prohibited under this Agreement:
  - Producing a trade show;
  - Selling to a producer of a trade show; or,
  - Engaging in any unfair or deceptive business practices.
5. Recipient agrees that the Confidential Information shall not be made available for resale, licensing or distribution without MMPI's prior written consent.
6. Recipient agrees to send MMPI a sample of the piece being sent to the mailing list prior to it being mailed. MMPI has the right to disapprove of anything being sent to the mailing list. Recipient shall send all samples to the following address:

Merchandise Mart Properties, Inc.  
Suite 470 The Merchandise Mart  
Chicago, Illinois 60654  
Attention: Monique Kielar

7. Recipient agrees to comply with all applicable rules, regulations, ordinances and laws. Recipient agrees to indemnify, defend and hold MMPI harmless for any violations of this agreement or applicable rules, regulations, ordinances and laws which govern the actions taken hereunder or pursuant to this Agreement.

Accepted and agreed to by:  
(Recipient)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_