



VOTER FILE ACCESS AGREEMENT

This Agreement is made and entered into this date of _____, 2009 and between the Indiana Democratic Party ("Party") and _____ ("User").

1. THE INDIANA DEMOCRATIC PARTY VOTER ACTIVATION NETWORK

The Indiana Democratic Party has developed a list of Indiana voters ("Voter File") that includes names; addresses; phone numbers; voting history information; partisan and issue identification; and other demographic data accessible on a website through the Voter Activation Network.

2. ACCESS TO THE VOTER FILE AND AFFIRMATION OF AFFILIATION

Access to the Voter File is available, pursuant to all terms of this Agreement, to State Central Committee members; District and County Committee Chairs; federal, state, county and local Democratic nominees for public office; and all Democratic elected officials.

User hereby affirms that he or she is requesting access to the Voter File in affiliation with the Party as a _____.

3. TERMS AND CONDITIONS OF ACCESS

In consideration of the premises and mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. **USER ACCESS.** Party shall grant User access to the Voter File through the VAN website. User may download and print product from the VAN website at no charge. User is responsible for the cost of paper, labels and all equipment necessary for printing product.

2. SUBMISSION OF FINANCE REPORTS. Within thirty (30) days of signing this Agreement, User shall provide to the Party, either by U.S. Mail or electronically, a copy of the most recent annual campaign finance report for the office or committee through which he or she has applied for access to the Voter File. If User is unable to provide this information because he or she has not previously run for office or been affiliated with a party committee, User shall notify the Party, either by U.S. Mail or electronically, within thirty (30) days of signing this Agreement.
3. USER UPDATES TO VOTER FILE. Between the date of this Agreement and the Agreement's termination, User shall continuously update, correct, change, enhance and add any information collected by User for the benefit of the Party and other users of the Voter File.
4. SUBMISSION OF 2010 ELECTION DATA. User shall, within thirty (30) days after the election scheduled for 2010, provide to Party lists of volunteers; poll workers; and of all other persons associated with User's lists. These lists shall be in electronic format if possible and shall include names, addresses, phone numbers, facsimile numbers and e-mail addresses as available to User.
5. CANDIDATES MUST REQUEST PERMISSION FOR ACCESS. A User applying for access as a Democratic candidate for public office must receive and submit to the Indiana Democratic Party written permission from that User's County or District Chair or the State Chair before access to the Voter File will be granted.
6. EXCLUSIVE USE FOR 2010 ELECTION CYCLE. User agrees to use the Voter File provided by the Party solely for the purpose of the 2010 election. The file cannot be sold, transferred, exchanged or shared, in whole or in part, for any non-political, commercial or for-profit purpose, or with any political entity for any purpose. The Voter File can only be sold, transferred, exchanged or shared, in whole or in part, for any valid purpose, with the express written consent of the State Party Chair.
7. LEGAL COMPLIANCE. The Voter File shall only be used in accordance with state and federal laws.
8. ASSUMPTION OF LEGAL RISK WITH RESPECT TO USE OF TELEPHONE NUMBERS. Party is supplying User with telephone numbers for limited use. Telephone numbers that are suppressed for use by federal, state and local "do not call" laws have not been suppressed or otherwise flagged by Party. User will not rely on Party to determine whether User's use of any telephone numbers provided by Party pursuant to this Agreement is legally permissible. Consistent with this representation, User assumes sole

responsibility and liability for complying with all applicable state, federal and local law and regulation in its use of any and all telephone numbers provided by Party. User agrees that all telephone numbers provided by Party are to be used exclusively for User's own purposes, and under no circumstances will the provision of these telephone numbers by Party to User constitute a joint venture between Party and User. User agrees that it shall provide sufficient physical security to the telephone numbers to assure that no person can gain access to the telephone numbers without the approval of and for purposes authorized by User.

9. **USER REMOVAL AND SANCTIONS.** User and Party agree that User's ability to access the Voter File may be rescinded and User will be subject to monetary sanctions if a violation of this Agreement occurs, or if any abuse of the service or information gained through access to the Voter File is found and deemed inappropriate by Party.
10. **COUNTY IN GOOD STANDING.** User's access to Voter File may be contingent on the county party organization through which User has access being in good standing with Party.
11. **RESPONSIBILITY FOR ACCESS TO VOTER FILE BY NON-USERS.** Party shall only grant access to Voter File to Users who sign and comply with this Agreement. User agrees to protect his or her access to the Voter File and accepts all legal responsibility for access to Voter File by non-Users through User's account or via User's logon information.
12. **CONFIDENTIALITY AND NON-DISCLOSURE.** User and his or her directors, officers, agents, employees, affiliates, assigns, successors, attorneys and other representatives agree not to disclose to any person or entity not a party to this Agreement any information, content, materials, or voter or donor information provided to User by Party. The confidentiality of the forgoing information is a material consideration for the Party entering into this Agreement. User and Party agree that the Party has no adequate remedy at law for the violation of this provision and that this provision may be enforced with an injunction requiring specific performance of this obligation.
13. **INDEMNIFICATION.** User agrees to defend, indemnify, and hold harmless Party against any and all claims, damages, liabilities, and expenses incurred by or imposed on Party, including, but not limited to, legal fees, in connection with any actual or threatened claim, action, suit, or settlement or compromise thereof, resulting or arising from any act or omission of User under this Agreement or involving User's use of information provided under this Agreement, except as to those matters where Party is finally adjudged to be negligent, in breach of this Agreement, or having engaged in willful misconduct or lack of

good faith. Party will notify User promptly after it has notice of any claim or action that might give rise to a claim for indemnification under this Agreement.

14. GOVERNING LAW. This Agreement shall be subject to and governed by the laws of Indiana.
15. ARBITRATION. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
16. TERMINATION. Either party may terminate this Agreement at any time for any reason or for no reason whatsoever.
17. PARTIAL INVALIDITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
18. COMPLETE AGREEMENT. This Agreement represents the entire agreement between User and Party. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.
19. MODIFICATIONS. No change or addition shall be made to this Agreement except by a written agreement executed by Party and User.

Indiana Democratic Party

User

Title

Committee Name

Date: _____

Date: _____

Indiana Democratic Party

One North Capitol, Suite 200

Indianapolis, IN 46204

PH: 317-231-7100

FX: 317-231-7129

