



SFDS MAILING LABEL LICENSE AGREEMENT

It is the policy of the San Francisco Dental Society (SFDS) to rent our membership mailing labels for a one-time (1) use fee as long as the product or service is of interest/benefit to the membership. The SFDS reserves the right to refuse to rent the list if it is not in the best interests of our Society (see General Terms A). A discount will apply if the entity is a member of the Society. SFDS reserves the right to change its fee structure.

This license agreement is made on _____, 20__ between the San Francisco Dental Society (SFDS), a California non-profit corporation (the licensor) and _____ (the licensee).

Licensee will provide the expected date of the mailing, which will be _____, and materials mailed under this agreement must occur with thirty (30) days of the execution of this agreement.

Licensee shall indemnify and save harmless Licensor, its officers, directors, employees and agents from and against any and all loss, cost (including attorneys' fees), damages, expense and liability (including statutory liability and liability under worker's compensations laws) in connection with claims for damages as a result of errors or omissions to its Mailing Label List or actions that arise as a result of Licensee's use of SFDS's Mailing Label List.

Licensee shall not assign this agreement or any interest herein or permit the use of the SFDS Mailing Labels by any party other than Licensee as permitted herein.

If the Licensee defaults in the performance of any of the terms and conditions of this agreement, including, without limitation, the payment of fees, then SFDS, at its option, may immediately terminate this agreement, whereupon Licensee's rights and privileges under this agreement shall immediately terminate. In addition, Licensee shall be liable for all damages caused by such default.

Unused mailing labels are to be returned to the SFDS at the Licensee's expense. SFDS will not issue a refund for unused labels.

The Licensee shall use the SFDS Mailing labels only for the purposes set forth and for no other purpose without the prior written consent of the SFDS: _____

(Please include Licensee address)

(Print name)

(Title)

(Signature)

(Date)

Note – Payment must be made by credit card only (Visa or MasterCard).

Note – Attach copy/sample of item to be distributed /Fax to 415-928-5297 or mail to our office

General Terms - A

1. Advertisements/Promotional materials are not acceptable if they conflict with or appear to violate SFDS policy, the CDA Code of Ethics or SFDS Bylaws, or if the materials are deemed offensive or contain attacks of a personal, racial, or religious nature.
2. Advertisements/Promotional materials for dental education courses designed to directly enhance the knowledge, skill or competence of the dentist will be eligible for publication only if the course sponsor has received "registered provider" status from the California Board of Dental Examiners under Title 16, California Code of Regulations, Section 1016 and **only if not in conflict with SFDS Course offerings.**
3. SFDS reserves the right to decline any educational course that involves the teaching or use of a product or technique that conflict with SFDS policy, or is the subject of an unfavorable or cautionary report by a recognized dental agency. The eligibility of an advertisement for a course conducted by or under the auspice of an organization or commercial venture other than the American Dental Association, CDA or the SFDS will be determined on a case-by-case basis. Acceptance of advertisements for courses and education materials offered by commercial ventures and directed to the income of a dentist or to the commercial aspects of a dental practice will be reviewed for attractiveness, accuracy and dignity to determine eligibility.
4. SFDS will not provide labels for advertising of seminars, consultants or other educational programs that suggest, imply, promise or guarantee increased revenue (in dollar amounts) or specific numbers of new patients to a dental practice that will occur as a result of attending the advertised program or seminar. SFDS will not accept advertising that, in general, implies that the volume of a practice, either in income or in numbers of patients, may be increased at the expense of proper patient care. SFDS will also not accept advertising that seeks information for, or in any way pertains to, class-action lawsuits.
5. Comparative advertising of dental products and dental services is not allowed
6. Advertisements/Promotional materials must not quote the names, statements or writings of any individual, public official, government agency, testing group or other organization without their consent.