



2019 VOTER FILE ACCESS AGREEMENT

This agreement is made and entered into this date of _____, 2019 and between the Indiana Democratic Party (“Party”) and _____ (“User”).

1. THE INDIANA DEMOCRATIC PARTY VOTER ACTIVATION NETWORK

The Indiana Democratic Party has developed a proprietary 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 only 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 _____ (identify your position/title) of _____ (identify your campaign/organization).

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:

- A. **USER ACCESS.** Party shall grant User access to the Voter File through the VAN website. User may download and print product from the website at no charge. User is responsible for the cost of paper, labels and all equipment necessary for printing product.
- B. **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.
- C. **SUBMISSION OF CAMPAIGN DATA.** User shall provide to Party all lists of volunteers, poll workers and all other persons associated with User’s campaign or committee. These lists shall be in electronic format and shall include all names, addresses, phone numbers and email addresses available to User.
- D. **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 Chair, District Chair, State Chair or Caucus Director before access to the Voter File will be granted.

- E. **EXCLUSIVE USE FOR 2019.** User agrees to use the Voter File provided by the Party solely for the purpose of the year 2019. The file cannot be sold, transferred, exchanged or shared, in whole or in part. The Voter File can only be sold, transferred, exchanged or shared, in whole or in part, for any valid purpose, with the express consent of the State Party Chair.
- F. **LEGAL COMPLIANCE.** The Voter File shall only be used in accordance with state and federal laws.
- G. **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 secure the telephone numbers to assure that no person can gain access to the telephone numbers without the approval and for purposes authorized by User.
- H. **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, up to ten thousand dollars, 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 the Party.
- I. **COUNTY IN GOOD STANDING.** The County Party organization through which User has access must be in good standing with the Party for User to gain access.
- J. **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, including sanctions, fines and termination, for access to Voter File by non-users through User’s account or via User’s logon information.
- K. **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.
- L. **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 or actual 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. The presumption is that all legal fees are the responsibility of User.
- M. **GOVERNING LAW.** This Agreement shall be subject to and governed by the laws of Indiana.
- N. **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

America Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

- O. **TERMINATION.** Either party may terminate this Agreement at any time for any reason or no reason whatsoever in writing.
- P. **PARTIAL INVALIDITY.** The invalidity or unenforceability or 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 and unenforceable provisions were omitted.
- Q. **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 inducements to the execution hereof or in effect between the parties.
- R. **MODIFICATIONS.** No change or addition shall be made to this Agreement except via written agreement executed by Party and User.
- S. **NOTICE.** All communication under this agreement shall be made to Indiana Democratic Party, 115 W. Washington St., Suite 1165S, Attn: Voter File, or electronically to info@indems.org.

For New User to Complete:

Signature

Print Name

Email Address (required)

Campaign or Organization Name

District requesting access to (please be specific)

For VAN Committee Administrator to Complete:

Signature

Print Name

Committee Name

For State Party Staff to Complete:

Signature

Party Staffer Name

Date

Assigned User Login

Committee given access to