

AGREEMENT

(900 Number)

15th THIS AGREEMENT (the "Agreement") is made as of the day of February, 1992, by and between ANDRE MARROU and NANCY LORD, individually and on behalf of the MARROU/LORD CAMPAIGN COMMITTEE (collectively, "MLC"), and the LIBERTARIAN NATIONAL COMMITTEE (the "LNC").

R E C I T A L S :

A. On August 31, and September 1, 1991, Andre Marrou and Nancy Lord were nominated as the presidential and vice presidential candidates, respectively, of the Libertarian Party (the "LP").

B. As the governing body of the LP, the LNC desires to assist MLC in its campaign by permitting MLC to use the LNC's telephone number (900) 454-2378 (the "900 Number").

C. A primary goal of the MLC campaign is to promote the expansion of the LP. Hence, MLC desires to assist the LP in its promotional and fundraising activities by publicizing the 900 Number and underwriting certain of the carrying costs of the 900 Number.

NOW, THEREFORE, MLC and the LNC agree as follows:

1. Use of 900 Number. The LNC grants to MLC the exclusive license and right to use the 900 Number. All funds received via use of the 900 Number, net of charges made by the 900 Number service, shall belong to MLC and be reported by MLC as ~~contributions~~ to MLC, in accordance with applicable laws, ordinances and regulations. If such funds are paid by the 900 Number service to the LNC, the LNC shall remit all such funds to MLC within a reasonable time after the receipt of such funds by the LNC. MLC's use of the 900 Number shall be subject to the following restrictions:

(a) MLC may, in its reasonable discretion, choose and program four of the eight messages carried by the 900 Number, without prior consultation with the LNC;

(b) MLC may choose and program the 900 Number with three additional messages; provided, however, that the content of such messages shall be subject to the prior approval of the LNC, which approval shall not be unreasonably withheld or delayed;

(c) The eighth message to be carried on the 900 Number shall be specified by the LNC, in its sole discretion; and

(d) MLC shall be responsible for updating the messages carried by the 900 Number and chosen by it, on a regular basis.

2. Consideration for License. MLC shall assume and agree to perform all of the obligations of the LNC with respect to the 900 Number service and shall bear all of the costs and expenses of maintaining the 900 Number service.

3. Legal Compliance. MLC shall comply with all applicable laws, ordinances and regulations in its use and promotion of the 900 Number.

4. MLC Indemnity. MLC shall indemnify, hold harmless and defend the LP and LNC from and against any claims and liabilities, including, without limitation, reasonable attorneys' fees and legal costs, arising from MLC's breach of this Agreement.

5. LNC Indemnity. The LNC shall indemnify, hold harmless and defend MLC from and against any claims and liabilities, including, without limitation, reasonable attorney's fees and legal costs, arising from the LNC's breach of this Agreement.

6. Liability. Andre Marrou, Nancy Lord, and the officers, employees, agents and members of the MLC, LP and LNC shall not be personally liable for the obligations of the parties hereto. The parties hereto may look only to the assets of the LNC and the Marrou/Lord Campaign Committee for the satisfaction of such obligations.

7. Term. This Agreement shall become effective immediately upon its execution by the parties hereto, and shall terminate November 30, 1992; provided, however, that the agreements of the parties under Paragraphs 4, 5 and 6 hereof shall survive termination of this Agreement.


8. Cooperation. The parties hereto shall cooperate with one another to make such filings as may be required by applicable laws, ordinances and regulations in connection with the transactions contemplated by this Agreement.

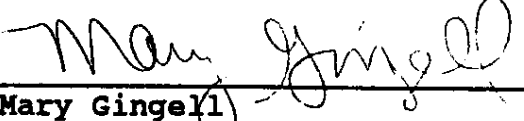
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject

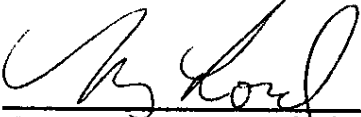
matter hereof. All prior discussions and understandings are merged herein.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

LIBERTARIAN NATIONAL COMMITTEE

  
Andre Marrou, Individually and  
on behalf of the Marrou/Lord  
Campaign Committee

By   
Mary Gingell  
Its Chair

  
Nancy Lord, Individually and on  
behalf of the Marrou/Lord  
Campaign Committee

## AGREEMENT

### (Mailing List)

THIS AGREEMENT (the "Agreement") is made as of the 15th day of February, 1992, by and between ANDRE MARROU and NANCY LORD, individually and on behalf of the MARROU/LORD CAMPAIGN COMMITTEE (collectively, "MLC"), and the LIBERTARIAN NATIONAL COMMITTEE ("LNC").

### R E C I T A L S :

A. On August 31, and September 1, 1991, Andre Marrou and Nancy Lord were nominated as the Presidential and Vice Presidential candidates, respectively, of the Libertarian Party (the "LP").

B. As the governing body of the LP, LNC desires to assist MLC by permitting MLC to use LNC's mailing list.

C. A primary goal of MLC is to promote the expansion of the LP's membership by providing MLC's mailing list to LNC.

NOW, THEREFORE, MLC and LNC agree as follows:

1. Mailing List. As used herein, the term "mailing list", shall be defined as a list of persons who are members, contributors, volunteers, prospects or other interested parties, of either the LP or MLC. It shall include such person's name, street address, city, state zip code, and if available, telephone number, ID number, creation date, and expiration date (LNC) or date of last contribution (MLC). The term "mailing list" shall include, subject to the above definition, all persons on the data base of the LP and MLC, whether recently added or added in the past. The term "mailing list" shall not include any information which is not owned by either MLC or LNC, or for which MLC or LNC do not have the unrestricted right to license the use of the same at no cost to the other.

2. Delivery and Update of Mailing List. Promptly upon execution of this Agreement by the parties hereto, LNC shall deliver to MLC its mailing list in computer readable or other form reasonably acceptable to MLC. MLC shall promptly merge its mailing list with the mailing list received from LNC and provide to LNC the merged mailing list in a computer readable or other form reasonably acceptable to LNC. MLC and LNC shall provide updates of their respective copies of the mailing list upon request; however, such updates may not be required more than twice a month. Such updates shall include all additional and corrected information added to the mailing list since the prior update. Any MLC or LNC mailing list shall be bound by the terms of this Agreement.

3. Use of the Mailing List. MLC may initiate contact with any person on the mailing list, whether by mail, telephone or other method, only once per month. Before initiating more frequent contact, MLC shall obtain the proper written consent of the Chair of LNC, which consent shall not be unreasonably withheld or delayed. LNC may make use of the mailing list in its discretion. LNC and MLC shall cooperate to coordinate fundraising appeals to the mailing list so as to not overburden those to whom they are appealing.

4. Ownership of Mailing List. The mailing list shall be owned by LNC. Only LNC shall have the right to sell, rent or gift all or any part of the mailing list. MLC shall have the right to use the mailing list through December 31, 1992, provided such use complies with Section 3 above. At no time shall MLC have the right to sell, rent or gift all or any part of the mailing list.

5. Proprietary Information. MLC acknowledges that under the terms of this Agreement the mailing list must be protected as confidential and proprietary to LNC and shall take all necessary precautions to prevent improper use thereof by others. MLC acknowledges that any improper use by MLC of the mailing list would cause irreparable injury to LNC which could not be properly compensated by monetary means.

6. MLC Indemnity. MLC shall indemnify, hold harmless and defend the LP and LNC from and against any claims and liabilities, including, without limitation, reasonable attorneys' fees and legal costs, arising from MLC's campaign activities.

7. LNC Indemnity. LNC shall indemnify, hold harmless and defend MLC from and against any claims and liabilities, including, without limitation, reasonable attorney's fees and legal costs, arising from LNC's activities.

8. Liability. Andre Marrou, Nancy Lord, and the officers, employees, agents and members of the MLC, LP and LNC shall not be personally liable for the obligations of the parties hereto. The parties hereto may look only to the assets of LNC and MLC for the satisfaction of such obligations. This limitation on liability shall not affect any party's right to seek specific performance of this Agreement by any other party to this Agreement.

9. Term. This Agreement shall become effective immediately upon its execution by the parties hereto, and shall terminate December 31, 1992; provided, however, that the agreements of the parties under Sections 4 through 8, inclusive, hereof shall survive termination of this Agreement.

10. Future Use of the Mailing List. Andre Marrou and Nancy Lord may each retain a copy of the mailing list as it exists on December 31st, 1992. Each may use his/her copy of this mailing list for any personal Libertarian campaign or for a Libertarian political organization in which he/she plays a leadership role. ~~Any such use~~ is subject to the limitations placed on MLC in Section 3 of this Agreement. Neither the LNC, Andre Marrou, nor Nancy Lord shall have any obligation to provide updates to each other after December 31, 1992.

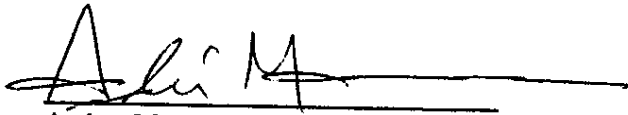
Each uses, separately,

11. Cooperation. The parties hereto shall cooperate with one another to make such filings as may be required by applicable laws, ordinances and regulations in connection with the transactions contemplated by this Agreement.

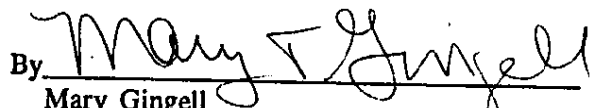
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior discussions and understandings are merged herein.

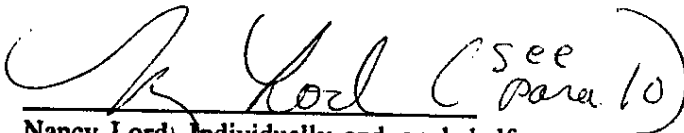
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LIBERTARIAN NATIONAL COMMITTEE



Andre Marrou, Individually and on behalf  
of the Marrou/Lord Campaign Committee

By   
Mary Gingell  
Its Chair



Nancy Lord, Individually and on behalf  
of the Marrou/Lord Campaign Committee

## AGREEMENT

### (Credit Card Services)

THIS AGREEMENT (the "Agreement") is made as of the 15th day of February, 1992, by and between ANDRE MARROU and NANCY LORD, individually and on behalf of the MARROU/LORD CAMPAIGN COMMITTEE (collectively, "MLC"), and the LIBERTARIAN NATIONAL COMMITTEE (the "LNC").

### R E C I T A L S :

A. On August 31, and September 1, 1991, Andre Marrou and Nancy Lord were nominated as the presidential and vice presidential candidates, respectively, of the Libertarian Party (the "LP").

B. As the governing body of the LP, the LNC desires to assist MLC in its campaign by permitting MLC to use the LNC's credit card billing service ("credit card services").

C. The parties intend that the LNC shall share its credit card service with MLC, affording to MLC the opportunity to accept contributions to the Marrou/Lord Campaign which are charged to credit cards, charging to MLC a competitive rate for such services which is comparable to a rate which would be charged in an arms length transaction between unaffiliated parties.

NOW, THEREFORE, MLC and the LNC agree as follows:

1. Use of Credit Card Services. The LNC grants to MLC the nonexclusive license and right to use the LNC's credit card services. All contributions charged to such credit card services which are designated by the contributor to be for the benefit of MLC, shall belong to MLC and be reported by MLC as contributions to MLC, in accordance with applicable laws, ordinances and regulations. If such funds are paid by the credit card services to the LNC, the LNC shall remit all such funds to MLC within a reasonable time after the receipt of such funds by the LNC.

2. Consideration for License. MLC shall assume and agree to perform all of the obligations of the LNC with respect to the contributions to MLC processed by the credit card services; provided, however, that in lieu of the transaction fees charged by the credit card services, MLC shall pay to the LNC a fee equal to three dollars (\$3.00) for each transaction processed for MLC, plus five percent (5%) of all contributions processed. Such fees shall be paid on or before the earlier of the date the contributions (net of expenses) are received by the LNC from the credit card services (by offsetting such fees against the contributions), or five (5) days following the date the contributions are received by MLC from the credit card services. In the latter case, MLC may first deduct any percentage transaction fee netted by the credit card services against the contributions received.

3. Legal Compliance. MLC shall comply with all applicable laws, ordinances and regulations in its use of the credit card services.

4. MLC Indemnity. MLC shall indemnify, hold harmless and defend the LP and LNC from and against any claims and liabilities, including, without limitation, reasonable attorneys' fees and legal costs, arising from MLC's breach of this Agreement.

5. LNC Indemnity. The LNC shall indemnify, hold harmless and defend MLC from and against any claims and liabilities, including, without limitation, reasonable attorney's fees and legal costs, arising from the LNC's breach of this Agreement.

6. Liability. Andre Marrou, Nancy Lord, and the officers, employees, agents and members of the MLC, LP and LNC shall not be personally liable for the obligations of the parties hereto. The parties hereto may look only to the assets of the LNC and the Marrou/Lord Campaign Committee for the satisfaction of such obligations.


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9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior discussions and understandings are merged herein.

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