

March 15, 1981  
Don Smith  
Co-chairman, Administrative Committee

Subject: Mailing List Control Procedures and Agreement

Attachment: Mailing List Agreement (5)

The strength of any organization, whether organized for profit or non-profit purposes, lies in its ability to communicate with its membership, its boosters or supporters, and others inquiring after information. Such is the strength of California GREAT OUTDOORS, boasting a membership of several thousand and a mailing list many times greater. It is the breadth and depth of our mailing list that encourages boosters and advertisers to support the programs of GREAT OUTDOORS. However, inherent in a mailing list of this size is its potential misuse or abuse, not unlike that once previously experienced by this organization. Whether valued as a marketable commodity or for the natural sensitivity of the information contained therein, a mailing list must be protected and controlled, providing a real security for the organization's membership and its inquirers.

To preclude potential misuse or abuse, procedures are hereby implemented to ensure the security of the mailing list, but still providing accessibility at the local level to information which will assist the local chapter to grow. The growth of the mailing list is linked to the addition of new memberships, new advertisers in GO! Magazine, and other inquirers, whether through contact with the local chapter or the state headquarters. Both the local chapter and the state headquarters will exchange new information, with a monthly update being made available to the local chapter following the close of business at the end of each month and upon receipt of the local chapter's Chapter Activity Summary.

#### Authorized Access and Responsibility

Only local chapter officers, elected or appointed, or individuals specifically designated by the chapter president with need for occasional and monitored access, may have access to the mailing list information. Any individual having such access, other than those with occasional and monitored access, will be required to have signed the attached Mailing List Agreement. The original is to be filed with the state headquarters and a copy retained at the local chapter level. Occasional and monitored access is defined as those individuals who are used to affix labels on envelopes for mailings of newsletters and notices, and do not have full access to a reproducible copy of the entire mailing list information. Authorized individuals, having signed the Mailing List Agreement, may have access to the mailing list information only for the purpose of conducting the business of California GREAT OUTDOORS, construed to include such activities as mailing newsletters and notices, conducting surveys, notifying members of the expiration of membership and other instances as specifically authorized by the Board of Directors of California GREAT OUTDOORS.

The local chapter president is responsible to the Board of Directors for the control and maintenance of the mailing list information, ensuring a continuous exchange and update of information, and providing a constant monitoring of the mailing list security precautions to preclude any misuse or abuse. The local chapter president possesses the authority to recall all mailing list information, originals and copies, from those individuals deemed to no longer possess a specific "need to know", notifying the Board of Directors in writing of such termination of access.

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The Board of Directors, in turn, exercises the right to require, upon written demand, the return of all mailing list information, all prior transmittals, chapter copies, where and when they have been kept, or any other copies of mailing lists related to the operation of a local chapter of California GREAT OUTDOORS.

Prohibitions

Specifically prohibited are the use of mailing list information for personal gain or the unauthorized release of a name(s) to any party(s), public or commercial, without the written and recorded consent of the Board of Directors. Also prohibited are the showing or discussing of the mailing list information to or with any person(s) within or outside of GREAT OUTDOORS, other than local chapter officers, elected or appointed, or individuals specifically designated by the chapter president with occasional and monitored access.

Individuals found to have involved themselves in the misuse or abuse of the mailing list information entrusted may be subject to prosecution under civil code for breach of contract or, under certain conditions, civil fraud. Additionally the misuse of mailing list information for personal gain may constitute a criminal act of grand theft, where for purposes of value apportionment each mailing list entry is worth US\$5.00, and if involving two or more individuals, may constitute an act of criminal conspiracy. The Board of Directors of California GREAT OUTDOORS supports the posture that every intentional misuse or abuse of mailing list information for personal gain will be prosecuted under applicable civil and criminal code.

Respectfully submitted,

  
\_\_\_\_\_  
Don Smith, Co-chairman  
Administrative Committee

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MAILING LIST AGREEMENT

I, \_\_\_\_\_, having read the Mailing List Control Procedures dated March 15, 1981, by my signature hereto affixed, certify a full comprehension and understanding of the responsibility I hereby accept to protect and maintain the security of the mailing list information entrusted, and to refrain from any misuse or abuse of the same information.

I, furthermore, agree, upon demand by the local chapter president or by the Board of Directors of California GREAT OUTDOORS, to release and relinquish any and all mailing list information, originals and copies, to whom requesting, certifying in writing that such has been completed, and to refrain from the continued use of any mailing list information which had been in my possession for personal gain.

I, furthermore, understand that failure to abide by the Mailing List Control Procedures and this agreement may constitute a breach of contract or, under certain conditions, civil fraud; and that furthermore misuse or abuse of the mailing list information for personal gain may constitute a criminal act of grand theft, and if involving two or more individuals, may constitute an act of criminal conspiracy, all of which may be prosecuted under applicable civil or criminal code.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_:

\_\_\_\_\_  
Local Chapter Representative

\_\_\_\_\_  
Witness  
Local Chapter President