



**WISCONSIN
VOTER LISTS**

SALES POLICIES & ACCEPTANCE AGREEMENT

PRACTICAL POLITICAL CONSULTING (“DBA WISCONSIN VOTER LISTS”)

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Practical Political Consulting (dba “Wisconsin Voter Lists”) is willing, under appropriate circumstances, to provide products and services without receiving payment in advance. To qualify for this privilege the purchaser of the products and/or services must agree in writing to the terms on page 2 of this form.

Purchaser: Please complete the following information, sign and return to PPC:

NOTE: For purchasers not associated with political campaigns, please fill out only company/organization name, address, and phone number information and sign at the bottom.

CANDIDATE’S NAME _____

OFFICE SOUGHT _____ DISTRICT (IF APPLICABLE) _____

PARTY DEMOCRAT REPUBLICAN LIBERTARIAN GREEN INDEPENDENT N/A

COMPANY/ORGANIZATION _____

SHIPPING ADDRESS _____

CITY, STATE, ZIP _____

BILLING ADDRESS _____

CITY, STATE, ZIP _____

OFFICE PHONE _____ HOME PHONE _____

CAMPAIGN PHONE _____ FAX _____

EMAIL ADDRESS _____

CANDIDATE’S HOME ADDRESS _____

CITY, STATE, ZIP _____

PURCHASER AUTHORIZES PPC TO DISCUSS MY ACCOUNT AND TO ACCEPT ORDERS FROM THESE PEOPLE:

1. _____ 2. _____

SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO MAKE ANY PURCHASES, BUT CONSTITUTES ACCEPTANCE OF THE POLICIES AND TERMS OF SALE LISTED IN THIS “SALES POLICES & ACCEPTANCE” AGREEMENT (PAGE TWO, ITEMS 1 - 8K) FOR ANY PURCHASES MADE BY YOU AND/OR THE ORGANIZATION YOU REPRESENT AND/OR ANY AUTHORIZED MEMBER OF THAT COMPANY OR ORGANIZATION.

SIGNED _____ DATE _____

PRINTED NAME _____

TERMS OF SALES:

1. Practical Political Consulting (dba "Wisconsin Voter Lists" – hereinafter "PPC") provides voter information/data and services (hereinafter "product") for use by government officials and political campaigns. PPC retains ownership of these proprietary products including copyright where appropriate, and purchasers must limit their use to that agreed upon and to campaign(s) or organization for which the product was supplied. It is the responsibility of the purchaser and/or organization/campaign(s) to ensure that the product is not copied or used improperly.
2. It is the responsibility of the purchaser and any entity he or she represents to promptly pay all invoices from PPC for products that are ordered and properly supplied. If any undisputed amount remains unpaid 30 days after the mailing of an invoice, a finance charge of 1% per month shall be added and due. If 1% per month exceeds the rate permitted by applicable statutes, the finance charge shall be the highest rate (less than 1% per month) that is legally permissible.
3. If a product is ordered by purchaser for the benefit of another person or entity, that person and/or entity is equally responsible (jointly and severally) for payments due, unless otherwise agreed to in writing.
4. If a lawsuit arises between Practical Political Consulting (dba "Wisconsin Voter Lists") and the purchaser, the purchaser and the entity he or she is representing stipulate that venue for the lawsuit is Dodge County, Wisconsin, and agrees not to request venue be changed.
5. A copy of this agreement will be mailed or presented to a purchaser and/or the entity he or she represents following an inquiry or initial order. PPC requests that any campaign that intends to or considers purchasing products and/or services sign and return this agreement to PPC to prevent misunderstandings.
6. Any campaign that orders and accepts products and/or services on credit automatically accepts the terms of this sales policy agreement by the fact of accepting the extension of credit for goods and services.
7. Credit terms are net 10 days.
8. Unsuitable materials:
 - a. Purchaser and/or the organization he or she represents has a duty to examine products provided by PPC immediately after receipt to determine if there are any errors, such as: the data provided is for the wrong geographical area; the product was not ordered; the product was provided in the wrong format; etc.
 - b. If a material problem is discovered by the purchaser and/or the organization he or she represents, the purchaser should contact PPC within five (5) business days of delivery (or within five (5) days of the mailing of the first invoice if the product was delivered to a party other than the purchaser and/or organization he or she represents – for example a mailing service company, etc.). The purchaser should provide all the necessary information needed to identify the problem to PPC.
 - c. Upon being notified of a problem by purchaser, PPC shall attempt to determine the cause and responsibility for the error. If the problem is partly or wholly due to an error by PPC, a partial or complete reduction in the billed amount will be made, or the defective product will be replaced – depending on the circumstances and wishes of the purchaser.
 - d. If PPC determines that the problem is entirely the fault of the purchaser and/or the organization he or she represents (and/or the 3rd party to whom the information data was delivered), a billing reduction or replacement of information data may be made at PPC's discretion.
 - e. If PPC requests that the defective product, or an illustrative sample, be returned the purchaser and/or organization he or she represents will furnish the product or sample to PPC within five (5) business days. PPC will not require the return of defective products unless it is necessary to obtain the product in order to research or establish the problem, or unless the product retains significant economic value.
 - f. If PPC is informed of an apparent problem before billings for the product in question have been processed, and is able to accurately determine the nature and responsibility for the problem, PPC will reflect such reduction as is appropriate on the invoice. If the purchaser is satisfied with such reduction, nothing more need be done and any retained products may be disposed of.
 - g. If the notice of a product problem to PPC is not in writing, the purchaser and/or organization he or she represents shall be responsible for examining subsequent billing statements to ensure that PPC has taken action acceptable to the purchaser in relation to the product problem. If PPC's billing statements do not reflect changes the purchaser feels are due, the purchaser and/or organization that he or she represents must complain in writing to PPC. If the purchaser and/or organization do not complain in writing, the descriptions and amounts due on the PPC invoices shall be presumed correct.
 - h. If a purchaser and/or organization he or she represents complains of a product problem in writing, and PPC does not dispute the purchaser's description of the problem and/or proposed billing reduction within ten (10) business days, PPC will be deemed to have agreed to the purchaser's position and appropriate action will be taken.
 - i. If a product problem does not become apparent until after the corresponding invoice has been paid, the purchaser and/or organization he or she represents shall promptly notify PPC of the problem, providing sufficient detail to identify the nature and responsibility of the problem. If the purchaser notifies PPC orally of such a problem and finds PPC's response inadequate, it is the organization's responsibility to put the details of its complaint in writing and deliver them to PPC.
 - j. PPC will rely on the phone number, mailing address, and other contact information provided by the purchaser. The purchaser and/or organization he or she represents is responsible for receiving and acting on contacts and products from PPC, which are delivered using the contact methods and addresses provided by the purchaser. Because PPC has no role in the selection of contact names, individual addresses and phone numbers provided by the purchaser and/or the organization he or she represents, any communication failures due to inaccurate contact information is solely the responsibility of the purchaser and/or the organization he or she represents.
 - k. PPC is responsible for handling information communicated to its employees and assigns, and to the phone, email and mailing addresses listed herein or provided by PPC to the purchaser.