



DELAWARE

DEMOCRATIC PARTY

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MEMORANDUM

From: Democratic Party of Delaware

Subject: 2021-2022 State Voter File Pricing

As we head into the 2022 election cycle, please be advised of the following prices for access to the state voter file:

Statewide: \$5,000.00

County/City-wide: \$1,500.00

State Senate/County Council Districts: \$350.00

State Representative/City Council District: \$250.00

Due to the high volume of demand for access to the voter file, we respectfully ask that all requests for the Voter Activation Network (VAN), lists and other materials be made by filling out the following request form and agreement and submitting it by mail, email, or fax. The Delaware Democratic Party Headquarters will notify you when the request has been completed. Requests will be filled in a reasonable and timely fashion. Please make all checks payable to the Delaware Democratic Party.

Over the last few election cycles, the VAN has become a vital part of successful campaigns. Please refer to the attached sheet for more information on this service. Should you have any questions, please feel free to contact me.

Voter File Requests for 2021-2022

Due to the high number of demands for the voter file access, the Delaware Democratic Party Headquarters asks that all requests for the Voter Activation Network (VAN), lists and other materials be made by filling out the following request form and agreement. The Delaware Democratic Party Headquarters will notify you when the request has been completed. Requests will be filled in a reasonable and timely fashion.

Please complete the following forms and return to:

Delaware Democratic Party
19 E. Commons Blvd., Unit 2
New Castle, DE 19720

Please make all checks payable to Delaware Democratic Party

If you have any questions, please contact:

Delaware Democratic Party HQ
(302) 328-9036

delaware@deldems.org

Voter File Request Form 2021-2022
(One request per form)

Contact Information:

Name: _____

Campaign: _____

District: _____

Address: _____

Phone: _____ **Email:** _____

Number of Users (up to 6) _____

VOTER FILE AGREEMENT FOR CAMPAIGNS

This Agreement made and entered as of _____, by and between the Delaware Democratic Party (the "State Party") and _____ (the "Campaign"), witnesseth:

In consideration of the mutual covenants contained herein, it is hereby agreed as follows:

- 1. Language and terms within this agreement may be amended up until December 31, 2019**
2. The Democratic State Committee of Delaware (the "State Party") hereby agrees to provide to the Campaign, and licenses the Campaign to use, in accordance with the terms and conditions of this Agreement, the State Party's database of voters (the "Voter File"). The Voter File will be provided to the Campaign in electronic form only. **The Voter File is the exclusive property of the State Party and all information uploaded onto the file is the property of the State Party.**
3. Campaign shall pay the sum of _____ to the State Party for the Voter File for the geographical area of the _____. Full payment shall be made upon the execution of this Agreement.
4. Campaign agrees that it shall not, at any time, during the term of this Agreement or at any time thereafter, make use of any of the Voter File for any purpose whatsoever other than electioneering and communicating with and contacting voters on behalf of the Campaign in the State of Delaware. Campaign agrees that it will not disclose the Voter File to any person or entity other than Campaign employees, consultants and vendors with a need for access to such Voter File in order to use the Voter File on behalf of the Campaign for the purposes set forth in the foregoing sentence of this paragraph.
5. Campaign agrees that, upon the termination of this Agreement, Campaign will surrender to State Party all copies in the Campaign's possession of the Voter File in whatsoever form, written, electronic or otherwise; and all data and other writings, materials and works provided by or created for State Party, and all copies thereof. Any enhanced data or information created by campaign from the Voter File shall be the sole property of the State Party.
6. State Party shall regularly maintain and enhance the quality of the database by making available to Campaign any updates made by State Party, during the term of this Agreement, to the Voter File. State Party makes no warranty or representation whatsoever with respect to the Voter File, its completeness, quality or any other characteristic of any kind, except that State Party warrants and represents that it has full right, power and authority to enter into this Agreement and to grant the rights granted herein without violating any other agreement or obligation.
7. Campaign agrees to provide to State Party, upon termination of this Agreement, post backs to the Voter File, in an agreed format, of Campaign's supporters and new activists. This includes any enhanced data or information created by campaign.

8. This Agreement shall come into effect on the date first above written and continue in effect through and including December 31, 2022, unless terminated by either party. The State Party reserves the right to terminate this agreement at any time without cause. If the State Party does terminate this agreement, no fees shall be refunded to Campaign. Candidate or elected official access to the Voter File is at sole discretion of the State Party.
9. In the event of material breach of this agreement by campaign, the State Party will notify campaign and request that campaign correct the breach. If campaign has not correct the breach to the satisfaction of the State Party within seven (7) days, then this agreement will terminated immediately, and the campaign will destroy all copies of the Voter File in the campaign's possession, and campaign shall be liable for all damages sustained by the State Party due to the breach. Whenever the monetary damages to the State Party and other campaigns are impossible to calculate, the parties agree that the campaign shall be liable for liquidated damages in the amount of \$2,000.00.
10. Campaign will execute a non-disclosure agreement (NDA) with its agents and contractors. The NDA will state that the signer agrees: 1) to use the information only for the purpose described in the NDA; 2) not to make or keep copies of the information except in support of the purpose; 3) not to disclose the information to any third party; 4) to return or destroy all copies of the information after use. The NDA shall specify what the information is to be used for, and should expire no sooner than four years after its signing.

In witness whereof, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

For the Campaign:

For the State Party:

Party Staff

Title: _____