



Application for GOP Data Center Access 2019-2020 Election Cycle

Applicant Information

Full Name

Physical Address

Mailing Address

City State Zip

City State Zip

Phone Number

County

E-Mail Address

Permissions

- I am a candidate, county party chairman, or district party chairman, as indicated by my signature below.
- I have the permission of a candidate as indicated by the signature of the candidate.

Name of Candidate or County Chairman

Signature of Candidate or County Chairman

E-Mail Address of Candidate or County Chairman

- County
- Statewide
- Congressional District _____
- State House District _____
- State Senate District _____

Expiration Date

- As a candidate, or campaign representative, I understand my access will expire by December 1, 2020, or when my candidacy is complete.
- As a county or district chairman, I realize my access will expire when I am no longer county/district chairman or by June 1, 2021.

I hereby certify that the above information is true and understand that if any of the information changes, I must execute a new application. I also understand that I must execute a Georgia Voter File Users Agreement before being granted access to GOP Data Center.

Date

Internal Use Only

Username

Password



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In consideration for being granted access to voter registration and other information contained in GOP Data Center, the undersigned agrees as follows:

- Definitions: (a) The "Agreement" means the Georgia Voter File User Agreement; (b) the "GAGOP" means the Georgia Republican Party; (c) the "RNC" means the Republican National Committee; and (d) the "User" means the undersigned user.
- User will be given non-exclusive access to the portion of the Voter File deemed appropriate in the sole discretion of the GAGOP (the applicable portion of the Voter File will be referred to as the "File" hereafter) for the limited use set forth in this Agreement.
- User agrees that information from the File shall be used exclusively for political purposes for or on behalf of User's local party/organization/campaign/en-tity. User also agrees that the File shall not be used to support/endorse/elect candidates of parties other than the Republican Party.
- User agrees to avoid any action that may impair the GAGOP's or the RNC's ownership rights in the File and its related information.
- User agrees that use of the File or any information contained therein is limited to the duration of this Agreement. Further, User shall not disclose, transfer, duplicate, reproduce, or retain information contained in the File in any form or manner, nor permit any employee, agent, contractor or third party to do so, except in those activities necessary to obtain the information in a usable form for the authorized use of the File as set forth in this Paragraph 3.
- Under no circumstances will User make or permit any commercial usage of the File or information contained therein. User may not sell information from the File nor charge an access fee for accessing the File or the information contained therein.
- GAGOP will provide User with one username and password for access to the File. User shall not share his username and password with any other individual or entity. User also agrees to immediately advise the GAGOP if User has reason to believe that his username and password have been obtained by any other individual, organization, or entity.
- User shall not assign this Agreement.
- User understands that any data acquired from a governmental entity is, when in the original governmental entity-supplied format, considered to be public data, and the use thereof is subject to the laws and regulations of said governmental entity.
- User is responsible for any and all use of the File or the information contained therein as well as any other activity related to use of the File obtained or conducted using his username.
- User understands that the File is monitored to deter improper and unauthorized use.
- User agrees that access to the File is granted as a temporary privilege granted by the GAGOP and may be revoked at any time by the grantor.
- User agrees that the GAGOP and RNC make no warranties, whether express or implied, or representations of any kind, regarding the accuracy or complete-ness of information contained in the File. User agrees that neither the GAGOP nor the RNC, nor either's representatives shall have any liability resulting from the provision or use of the information. In no event shall GAGOP or RNC be liable for any indirect, special, incidental, consequential or punitive dam-ages whether under tort, contract, strict liability, statute or otherwise.
- HOLD HARMLESS – USER AGREES TO HOLD HARMLESS AND FULLY INDEMNIFY GAGOP AND/OR RNC IN THE EVENT ANY THIRD PARTY OR THIRD PARTY REPRESENTATIVE AT ANY TIME IN THE FUTURE MAKES ANY CLAIM(S) AGAINST GAGOP AND/OR RNC ARISING OUT OF THE ACTIONS/INACTION OF USER RELATED TO THE FILE.
- User acknowledges and agrees that the Voter File, the File, the format and manner in which it is accessed and manipulated, and the resulting information obtained there from, is confidential and proprietary and shall be held in strict confidence and shall not be disclosed or used except as set forth in this Agree-ment. User agrees to use best efforts to protect such confidential and proprietary information.
- User acknowledges and agrees that, in the event of any breach of this Agreement, the GAGOP would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the GAGOP shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither User nor his representatives will oppose the granting of such relief. User also agrees to reimburse the GAGOP for all costs and expenses, including attorneys' fees, incurred by the GAGOP in at-tempting to enforce the obligations of User or of his representatives hereunder. GAGOP does not intend that any remedy given to it under this Agreement be exclusive, but each shall be cumulative and in addition to any other remedy GAGOP have by virtue of this Agreement or otherwise available to it at law or in equity.
- No waiver of any default of this Agreement constitutes a waiver of any prior or subsequent breach of the same, or any prior, concurrent, or subsequent default or breach of any other provision of this Agreement, and no waiver is effective unless made in writing and signed by GAGOP or RNC.
- This Agreement shall be governed by, construed, and enforced in accordance with and subject to the internal laws of the State of Georgia, without regard to its conflicts of law principles, and venue for any dispute arising out of or concerning this Agreement shall be proper only in Fulton County, Georgia.
- If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- Paragraphs 3, 4, 5, 6, 9, 10, 13, 14, 15, 16, 18, and 19 will survive termination or expiration of this Agreement.
- This Agreement, including any attachments, is intended to be the final, complete and exclusive embodiment of the agreement about the matters covered in this Agreement, and no prior stipulation, agreement or understanding is valid or enforceable. This Agreement may not be altered, amended, or changed in any way except by a written instrument executed by the USER, the GAGOP and the RNC. In the event of a conflict between this Agreement and any attach-ment, this Agreement will control.

I understand and agree to all of the terms and conditions stated herein and hereby execute this Agreement on behalf of myself (if a candidate) or the county or district party I represent.

Full Name

Date

Signature

Campaign/Party represented

ACCESS WILL NOT BE GRANTED WITHOUT THIS FORM AND A SIGNED USER AGREEMENT FORM.

**Mail, fax or E-Mail this completed form and the signed User Agreement to:
GEORGIA REPUBLICAN PARTY - PO Box 550008 - Atlanta, GA 30355 - (404) 257-0779 FAX - stewart@gagop.org**