



SOLO SUBSCRIPTION ORDER FORM

The solo-user subscription is for single-user environments where access to the RDA Toolkit is not shared with other individuals in the same institution.

In order for ALA to create your **solo subscription**, please complete the details requested below and e-mail them back to Amigos. The signature on page 7 of the license terms is required.

ALA will send you confirmation details as soon as your subscription has been activated.

Solo subscription required information. All fields marked with an * are required:

* I had an open access subscription during the RDA test period. yes no don't know

***User Name:** (your preferred login name with no spaces) _____

***Password:** (select the password you wish to use to access the system) _____

***Confirm Password:** (retype your preferred password) _____

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***OCLC Symbol:** _____

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See Page 2 for payment information.

***Payment Options and Library's Authorization (Please check one):**

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Please return the order form via fax or scanned copy by e-mail attachment **with a full copy of the signed license agreement to:**

Susie Thompson
Amigos Library Services
Fax: 972/991-6061; E-mail: thompson@amigos.org
Phone: 972-851-8000 or 800/843-8482 ext. 2880

RDA Toolkit License Agreement

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Licensing Institution: _____
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Contact person responsible for administration of *RDA Toolkit*:

Name: _____
Address: _____

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- 7.3. Effect of Termination. Upon Termination of this Agreement for any user, the license to the RDA Toolkit by Licensee and Authorized Users shall be terminated. In the event of termination for cause by the Licensee, Licensee shall be entitled to a refund of any fees or pro-rata portion thereof paid to Licensor by Licensee for any remaining period of the Agreement from the date of termination. The provisions of Sections 7.3, 8, 10, and 11 shall survive any expiration or termination of this Agreement.

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10.3. Licensee agrees to Indemnify and hold Licensor harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against Licensor related to or in any way connected with any use of the Licensed Materials by the Licensee or Authorized Users or any failure by the Licensee to perform its obligations in relation to this License.

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11.3. Waiver. No waiver of any right or consent to any breach hereunder shall be effective unless in writing and signed by the party claimed to have waived or consented. No waiver of any right or consent to any breach shall constitute a waiver of any other right or consent to any other breach.

- 11.4. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America without regard to principles of conflicts of law. Venue for resolution of any disputes shall reside solely in the Federal and State Courts in Cook County, Illinois. Each party consents to the personal jurisdiction of said court.
- 11.5. **Notice.** Any notice of breach or termination under this Agreement shall be in writing, signed by the party giving notice, and shall be deemed properly given upon delivery into the mail of the country of the party giving notice, postage prepaid, registered or certified return-receipt-requested, or upon delivery to an established international courier (i.e., Federal Express, DHL, UPS), with a signature acknowledging receipt required.
- 11.6. **Headings.** The headings used in this Agreement are for convenience only and are not to be considered in construing the terms of this Agreement.

I have read and agree to adhere to and abide by all the terms and conditions stated above, and I certify that I am authorized to sign this Agreement on behalf of the Licensee identified on the first page of this agreement.

Licensee

ALA-Publishing

Name

Donald E. Chatham

Name

Title

Director, ALA Publishing

Title

Signature

Signature

Date

Date

License Commencement Date