



WASATCH COUNTY COMPUTER SYSTEM ACCESS FOR PUBLIC RECORDS SEARCH

Amended June 24, 2008

Requested Offsite Public Records Service: *(Select all that apply)*

<input type="checkbox"/> Yearly Property Tax System Access - \$1,500 <i>(Required)</i>	<input type="checkbox"/> Recorder Maps & Indexes - \$1,000 <i>(Optional)</i>
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Account Status: *(Select only one)*

<input type="checkbox"/> Account Setup - \$1,000 <i>(Required for all new accounts)</i>	<input type="checkbox"/> Renewal/Add Additional Service - \$0.00 <i>(Use only for existing accounts)</i>
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THIS AGREEMENT is entered into this _____ day of _____, 2008, between Wasatch County (hereinafter referred to as "COUNTY") and _____ (hereinafter referred to as "Customer"). The Customer's place of business being located at _____.

WHEREAS, Customer desires off site access to the COUNTY property tax computer system for the purpose of conducting business; and

WHEREAS, the COUNTY property tax computer system has the capacity and capability for a limited number of off site connections such as that desired by Customer;

NOW THEREFORE, the parties mutually agree as follows:

1. COUNTY agrees to allow Customer access to certain computer systems for the sole purpose of viewing public records, including but not limited to some or all of the public records from the Assessor, Clerk, Recorder and Treasurer of COUNTY. Solely COUNTY shall determine the systems and records, which will be available for review with this access.
2. This service is provided to the Customer only at the address listed above. The sharing of this connection with other offices/locations constitutes a violation of the contract and shall result in the immediate termination of service, the lapsing of the account, and the forfeiture of all fees. Solely COUNTY shall determine if a sharing violation has occurred.
3. COUNTY does not guarantee uninterrupted service, or service at specific times or dates. Service will be available seven days a week. Customer understands that COUNTY schedules most system maintenance (involving limiting access and the taking down of the system) between 5 pm and 8 am and weekends; however, on occasions the system will be unavailable during regular working hours and with short notice. Customer also understands that technical support will be available only during regular office hours 8 am through 5 pm Monday through Friday excluding holidays. Technical support is only for connection problems and not for Customer's software or hardware.
4. COUNTY assumes no liability or responsibility for damages to records, software or hardware of any off-site user caused by termination of service for any reason. COUNTY is not responsible for incidental, consequential, or special damages arising out of the termination of service.
5. The Customer recognizes that this online service is an additional service above and beyond what is required by state law and that the COUNTY can terminate the service, or any portion thereof, at any time upon written notice by COUNTY. If the COUNTY terminates service during the year, the COUNTY shall refund the Customer the yearly fee pro-rated for the services received minus a \$100 COUNTY service fee.

6. COUNTY, in its sole discretion, shall determine the number of off-site access points available.
7. COUNTY shall assess an installation fee of \$1,000.00 for new and lapsed accounts. Lapsed account means as any account not renewed on or before its yearly anniversary date.
8. COUNTY shall assess an annual non-refundable fee of \$ 1,500.00 per year for access to the Wasatch County Property Tax System. Solely COUNTY shall determine the systems and records, which will be available for review with this access. This service and fee are required to setup the account.
9. Customer must pay all fees in advance for each year and before the initial connection to the system.
10. COUNTY shall assess annual non refundable fee of \$1,000.00 per year for access to certain Recorder maps and indexes via Wasatch County's website. Solely COUNTY shall determine the records, which will be available for review with this access. This service and fee are optional.
11. Costs of installing hardware, software or other costs necessary to allow the off-site user to access the COUNTY Computer system shall be solely the responsibility of the user. COUNTY shall provide to user software and hardware recommendations; however, COUNTY does not endorse any particular software or hardware and does not provide support for any Customer software or hardware.
12. Customer shall provide a dedicated high speed Internet network connection. All connections will be made via the Internet; no dial up service shall be provided.
13. The Customer understands that the COUNTY network is owned by Wasatch County. This computer system, including all related equipment, networks, and network devices (specifically including Internet access) are provided only for authorized COUNTY use. COUNTY computer systems may be monitored for all lawful purposes, including to ensure that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. Monitoring includes active attacks by authorized COUNTY entities to test or verify the security of this system. During monitoring, information may be examined, recorded, copied and used for authorized purposes. All information, including personal information, placed or sent over this system may be monitored. Use of this COUNTY computer system, authorized or unauthorized, constitutes consent to monitoring of this system. Unauthorized use may subject you to criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal, or other adverse action. Use of this system constitutes consent to monitoring for these purposes. Use of this computer is subject to monitoring 24 hours a day 7 days a week.
14. COUNTY may, from time-to-time, pass resolutions governing the use of the COUNTY Computer Systems. This contract is subject to currently existing laws and regulations and shall be amended at the end of each year to conform to any new laws or regulations passed by County concerning this use.
15. Delivery of the service to the Customer shall be made by COUNTY only after the Customer has fully executed this Agreement and returned it to COUNTY.
16. This Agreement does not constitute a sale of any title or interest in the records. COUNTY reserves all rights not expressly granted to the Customer by this Agreement.
17. Some public records may be protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the expressed written permission of the COUNTY. The Customer shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the records or portion thereof to a third party without the expressed written permission of the COUNTY.

18. The records have been developed for internal use only. The Customer understands and acknowledges that the database and the records themselves are subject to constant change and that its accuracy and completeness cannot be guaranteed. COUNTY makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such records, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such records for a particular purpose.
19. COUNTY is not responsible for incidental, consequential, or special damages arising out of the use of the records provided to the Customer. The Customer agrees that the records shall be used and relied upon only at the risk of the Customer. The Customer agrees to indemnify and hold harmless the COUNTY, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, production, using or communicating the records or information contained therein.
20. In the event the Customer breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license granted herein immediately cease, but COUNTY shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.
21. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, collateral information, and data products established or produced by COUNTY or the vendors furnishing said items to the COUNTY.
22. This Agreement embodies the entire agreement between the Customer and COUNTY. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by the parties.
23. Neither this Agreement nor the rights granted by it shall be assigned or transferred by the Customer under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.
24. The Customer will do or cause to be done all things necessary to preserve its rights and meet its obligations under this Agreement.
25. This Agreement contains no financial commitments on the part of COUNTY, and any financial commitments on the part of COUNTY which become a part of this Agreement are subject to appropriation by the Council of Wasatch County.
26. The laws of the State of Utah shall govern this Agreement.
27. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be Wasatch County, Utah.
28. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.
29. The undersigned warrants to COUNTY that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement.

DATED this ____ day of _____, 2008.

I have read and agree to be bound by all the terms and conditions set forth in this agreement.

CUSTOMER

By:

Name (Signature)

Name (Printed)

Title

Address

City State Zip Code

Date Signed

COUNTY

By:

Name (Signature)

Name (Printed)

Title:

Address

City State Zip Code

Date Signed