



Grand County

Colorado

CLERK & RECORDER: RECORDING

308 Byers Ave., PO Box 120, Hot Sulphur Springs, CO 80451

Phone: 970-725-3064, Fax: 970-725-0100

LICENSE ACCESS AGREEMENT FOR ONLINE ACCESS TO GRAND COUNTY RECORDED DOCUMENTS

HIS AGREEMENT IS MADE BY AND BETWEEN THE GRAND COUNTY CLERK AND RECORDER, RECORDING DEPARTMENT, PO BOX 120, 308 BYERS AVENUE, HOT SULPHUR SPRINGS, COLORADO 80451 (THE "COUNTY") AND THE FOLLOWING PARTY, WHO SHALL HEREINAFTER BE REFERRED TO AS THE "LICENSEE," FOR THE PURPOSE OF GAINING ACCESS TO THE COUNTY DATA AND IMAGES.

NAME: _____

COMPANY OR AGENCY: _____

MAILING ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ EMAIL: _____

AUTHORIZED USERS IF ESTABLISHING AN ESCROW ACCOUNT:

1. _____ EMAIL: _____

2. _____ EMAIL: _____

3. _____ EMAIL: _____

TERMS AND CONDITIONS

WHEREAS, THE CLERK HAS THE TECHNICAL ABILITY TO PROVIDE PERSONS OR ENTITIES WITH ELECTRONIC ACCESS TO CERTAIN PUBLIC RECORDS COMPUTER DATABASES; AND,

WHEREAS, ALTHOUGH IT IS NOT REQUIRED BY LAW TO PROVIDE THE AFOREMENTIONED ACCESS TO PUBLIC RECORDS DATABASES, THE CLERK BELIEVES THAT THERE ARE PERSONS OR ENTITIES THAT WOULD BE BETTER SERVED BY SUCH ACCESS.

NOW THEREFORE, THE CLERK AND THE UNDERSIGNED LICENSEE, FOR AND IN CONSIDERATION OF THE FOLLOWING TERMS AND CONDITIONS, DO HEREBY AGREE THAT:

1. Grant of License: This agreement shall be effective from the date the Licensee signs and delivers the Agreement to the Clerk, and until notification of termination from the Licensee or Clerk, or until this Agreement

is otherwise terminated pursuant to its terms. In accordance with this agreement, the County grants the Licensee a temporary, non-exclusive license to access the indexing information and unofficial copies of recorded images contained in the Grand County Recording Office's electronic database (the "Data") via the public search portal to the extent such Data is not protected from public access or disclosure by law or regulation and to the extent that the images and indexing information are uploaded.

2. Payment of Fees: The Licensee will pay the County an annual fee to access County Data. The annual fee for access to the database is currently \$100.00. The Clerk and Recorder reserves the right to change the fee. In the event of a fee change the County will give the Licensee 30 days' written notice prior to the effective date of a change in fee. In addition, the Licensee may establish an escrow account to prepay for purchased copies. The \$100.00 access fee will not be part of the escrow deposit. The online public records search portal provides access to view the account balance and purchase history.

3. Defaults: If the Licensee fails to abide by the terms of the agreement, including the obligation to make a fee payment when due, the County will have the option of canceling this agreement without notice to the Licensee.

4. Warranties: The County will make the best efforts to make the Data available to the Licensee. Online access is made available to the Licensee from unaudited working files. The County does not and will not guarantee the Licensee any specific hours of access, response times or other levels of service. Online access may be temporarily denied or restricted at the County's sole discretion or based on availability of or performance of the County's recording software. The Clerk shall have sole authority and discretion to change the nature, extent, format, or other aspects of the information system and databases that Licensee may access under this Agreement, and Clerk may do so at any time without notice to, or consent by, the Licensee.

5. Liabilities: The information made available on the public records databases is for informational purposes only. The Clerk does not guarantee or represent the accuracy of such information. The County assumes no liability for errors, omissions, inclusions, or incompleteness of Data. In no event shall the County be liable for direct, indirect, special, incidental, or consequential damages including but not limited to, loss of use, revenues, profits or savings, that are in any way related to access to the Data. The Licensee agrees and understands that it shall have no right of action, or any recourse whatsoever, against the Clerk due to information obtained in accordance with this agreement. The Licensee shall defend, save and hold the clerk harmless from any and all liability, including damages, attorney's fees, and costs arising out of the use of the information obtained by the Licensee in accordance with this Agreement. The County shall not be responsible for any damages to individuals caused by the Licensee releasing Data to the public.

6. Transfer of Rights: The Licensee shall not assign its interests in this agreement to any other party.

7. Termination: The County may terminate this agreement at any time and for any reason, at the County's sole discretion. The Licensee may terminate this agreement with 30 days written notice to the County. There will be no refund or proration of any part of the annual fee upon termination.

8. Entire Agreement: This agreement contains the entire agreement between the County and the Licensee and there are no other promises or conditions in any other agreement whether oral or written.

9. Amendment: This agreement may be modified or amended only if the amendment is made in writing and is signed by County and Licensee.

10. Data Protection: The Licensee may use the Data to provide services to its customers. A database access password will be established by the Clerk and/or Licensee, which shall be used only by the Licensee. Sharing of passwords with persons who are not Licensee employees is strictly prohibited and shall be subject to the immediate termination of this Agreement without notice. The Clerk may alter or change the Licensee's password as often as the Clerk deems necessary to maintain the security and integrity of the records computer databases. Licensee shall make every effort to protect any established or assigned password, and shall not disclose the password to any third party or use the password in such a manner that third parties would have access to it.

11. Usage: The Licensee shall not attempt to hack, reverse engineer, break into, or compromise the County website or software. The use by the Licensee of the information and documents available in the public records database may be for any lawful purpose; however, Licensee shall not sell any documents obtained pursuant to this Agreement.

Whereas, I understand and agree to the following:

The \$100 annual access fee must be paid prior to access being granted. The annual renewal fee must be paid by January 15th each year for access to continue into the next year. In the event that the Licensee fails to pay the annual fee as invoiced from the County within 30 days of receipt, the county retains the right to terminate access to the Data.

I hereby release Grand County, the Grand County Clerk and Recorder and all employees, officers and agents of Grand County from any liability, claims, damages, or causes of action that may arise out of the use of this information.

Grand County and the Grand County Clerk and Recorder disclaim all warranties of merchantability and all warranties of fitness related to all indexed information and scanned documents. Grand County and the Grand County Clerk and Recorder also disclaim any and all expressed or implied warranties and any and all liabilities to the Licensee for errors and/or omissions that may be present in or that may affect the recording information or images purchased by the Licensee.

In the event of a catastrophe of such a nature that the images and /or indexes of the Grand County Clerk and Recorder's Office are destroyed, and these records are not obtainable for any reason from the Colorado State Archivist, I will allow the County to duplicate, at the County's expense, any images or keyed information that was originally obtained from the County that are in my possession.

Licensee Signature: _____ Date: _____

Grand County Clerk and Recorder Signature: _____ Date: _____