

SALT LAKE COUNTY RECORDER  
2001 South State Street #N1600  
Salt Lake City, Utah 84190  
<http://slcorecorder.siredocs.com>  
DATA SERVICES - (801) 468-3013 (option #2)

DATA SERVICES USER AGREEMENT

I. PURPOSE OF AGREEMENT

This agreement, dated \_\_\_\_\_ 20 \_\_\_\_\_, is made between the County of Salt Lake (the "Owner"), represented by the Salt Lake County Recorder, and \_\_\_\_\_ (the system "User") for the purpose of providing the User with on-line access to certain information which is accumulated or created by the Owner in the normal course of County business. Unless otherwise provided in this agreement, if the Owner determines amendments to provisions of the User Agreement are required, the Owner shall advise the User in writing of the amended provisions. The User shall have the option of accepting the amended provisions or terminating this Agreement.

II. PERIOD OF AGREEMENT

This Agreement will remain in full force and in effect unless canceled in writing by either party or the Owner discontinues the service provided the User under this Agreement. The cancellation notice must be received at least fifteen (15) days prior to the actual cancellation date.

III. DATA AVAILABLE

The Owner will make available data related to various County activities. This agreement specifically excludes providing information that is established as protected, reserved, or otherwise restricted by any currently valid law or statute at any level of government.

IV. PRICING (Billing is sent via e-mail each month)

- A. Initial Fee:
- |  |          |
|--|----------|
| 1. Sign-up and password processing fee   | \$100.00 |
| 2. Payment in advance for first and last months' minimum usage charge (\$25.00 each) | \$ 50.00 |
| 3. TOTAL INITIAL COST  | \$150.00 |
- B. Minimum Monthly Access Fee \$ 25.00  
If User does not generate on-line transaction charges totaling at least \$25.00 or more during a given month, the minimum fee will be charged.
- C. On-Line-Transaction Charges:
- |   |         |
|---|---------|
| 1. Each transaction - per CICS page or other data pages as indicated online | \$ 0.02 |
| 2. Each page for document images  | \$ 0.02 |
| 3. Each screen for document and parcel details                              | \$ 0.02 |
| 4. Each plat or map image   | \$ 1.00 |
| 5. Each subdivision plat sheet  | \$ 2.00 |
- D. Fees are subject to increase if costs to the Owner increase. Notice of any fee increases shall be given to the User at least 90 days before they become effective.
- E. As new products or services become available, fees shall be set and charges incurred. The Owner shall advise the User of the availability and price of these products and services.

F. The User will be billed through the County Recorder's Office. Invoices are payable upon receipt. Payment default shall occur when an invoice is more than thirty (30) days past due. It is the Owner's right to terminate the service without notice for any User as a result of payment default.

- 1) Reinstatement of services may be provided upon two conditions:
  - a) The payment of all past due invoices, and
  - b) The payment of a second sign-up and password processing fee in the amount of \$150.00.
- 2) The Owner reserves the right at its sole discretion to refuse access a second time if the User does not comply with the agreement.

G. All costs, including attorney's fees and court costs, incurred by the Owner in the collection of default payments or returned checks shall be paid by the User. The parties agree that this agreement shall be subject to the laws of the State of Utah.

H. Refunds are made only when the Owner determines an error has been made and the refund is authorized. Credit to accounts will be applied where error is determined and refund is not authorized.

#### V. SYSTEM AVAILABILITY

A. The Owner will provide an application systems User Manual that will be located on the County Recorder's Internet homepage (address <http://slcorecorder.siredocs.com>) and access to the system 24 hours a day, 7 days a week. The Owner assumes no responsibility for system downtime during the hours of availability. The User is hereby made aware that the system may be unavailable at the option of the Owner.

B. The User is fully responsible for the provision and maintenance of User site equipment, including personal computers, software, hardware, data-modems, as well as their personal hook-up to the Internet. The Owner accepts no responsibility for images or information lost due to Internet or User system failure.

C. The User acknowledges that Salt Lake County asserts that the Data Services System and all materials generated by it are protected by the copyright laws of the United States and that, accordingly, the User will not make any further distribution or commercial use of the system or the materials generated by it without written approval of the governing body of Salt Lake County.

#### VI. SYSTEM SECURITY

The User has sole responsibility for the protection and security of its password and User I.D. There will be a \$25.00 service charge for the reassignment of a User I.D. All representatives and assignees of the User are subject to, and governed by, the terms and conditions of this user agreement.

#### VII. DISCLAIMER

Salt Lake County, the Owner, makes no warranty or representation, express or implied, with regard to the quality, content or accuracy of information or data accessed by the User under this Agreement. All information is provided on an "as is" basis and the User is solely responsible for his or her use of the information accessed. In no event shall the Owner be liable for any costs or damages whatsoever, whether direct or indirect, in connection with the access or use of information or data accessed under this Agreement.

#### VIII. USER INFORMATION

CORPORATE OR BUSINESS ENTITY  
Print or Type

COMPANY NAME: \_\_\_\_\_

COMPANY TYPE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
street/PO box city state zip

STREET ADDRESS: \_\_\_\_\_  
(if different street city state zip  
from mailing address)

AUTHORIZED AGENT/REPRESENTATIVE: \_\_\_\_\_  
print or type name

TELEPHONE # \_\_\_\_\_  
office cell

FAX # \_\_\_\_\_

E-MAIL: \_\_\_\_\_

COMPANY FEDERAL TAX ID # \_\_\_\_\_ COMPANY UTAH STATE TAX ID # \_\_\_\_\_

CONTACT - IF OTHER THAN AUTHORIZED AGENT:  
\_\_\_\_\_  
name telephone #

I AGREE TO PERSONALLY GUARANTEE PAYMENT OF ANY UNPAID BALANCE ON BEHALF OF  
\_\_\_\_\_ UNDER THIS AGREEMENT.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\*\*\*\*\* FOR COUNTY USE ONLY \*\*\*\*\*

ACCOUNT #: \_\_\_\_\_

USER I.D. #: \_\_\_\_\_

PASSWORD: \_\_\_\_\_

DATE ASSIGNED: \_\_\_\_\_

PERSONAL OR INDIVIDUAL ENTITY  
Print or Type

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
street/PO box city state zip

STREET ADDRESS: \_\_\_\_\_  
(if different street city state zip  
from mailing address)

TELEPHONE # \_\_\_\_\_  
office home cell

FAX # \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INDIVIDUAL'S DRIVER'S LICENSE # \_\_\_\_\_

CONTACT - IF OTHER THAN INDIVIDUAL NAMED ABOVE:

\_\_\_\_\_ name telephone #

I AGREE TO PERSONALLY GUARANTEE PAYMENT OF ANY UNPAID BALANCE UNDER THIS AGREEMENT.

BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
SIGNATURE OF INDIVIDUAL

\*\*\*\*\* FOR COUNTY USE ONLY \*\*\*\*\*

ACCOUNT #: \_\_\_\_\_

USER I.D. #: \_\_\_\_\_

PASSWORD: \_\_\_\_\_

DATE ASSIGNED: \_\_\_\_\_

12/23/10 ed.