



CLERK AND RECORDER

ONLINE SUBSCRIPTION LICENSING AGREEMENT,

THIS AGREEMENT made this _____ day of _____, 20____, by and between Pitkin County Clerk and Recorder, Colorado (hereinafter referred to as Clerk), and _____ (hereinafter referred to as licensee).

WHEREAS, the Clerk has the technical ability to provide persons or entities with electronic access to certain public records computer databases; and,

WHEREAS, although not required by law to provide the aforementioned access to public records databases, the Clerk believes that there are persons or entities which would be better served with such access.

NOW THEREFORE, the Clerk and the undersigned Licensee, for and in the consideration of the promises hereinafter made, do hereby agree that:

1. This agreement shall be effective from the date that the Licensee signs the Agreement until notification of termination from the Licensee or Clerk until this Agreement is otherwise terminated as may be provided herein.
2. The licensee shall elect one or more of the following options and shall pay to the Clerk the appropriate access fee upon execution of this Agreement:
 - Option No. 1: \$300.00 flat fee; includes monthly hook-up fee, unlimited monthly usage, and copy capability.
 - Option No. 2: \$600.00 flat fee; includes weekly image uploads to FTP site.
 - Option No. 3: \$75.00 weekly flat fee for special projects.
3. The information made available on the public records databases is made available for informational purposes only. Every effort has been made by the Clerk to ensure the accuracy of such information. The Licensee agrees that it shall not hold the Clerk responsible for any omissions or errors in the data obtained pursuant to this Agreement, or for any consequences or damages caused by Licensee's reliance on the information obtained.
The Licensee agrees and understands that it shall have no recourse or right of action against the Clerk for any course whatsoever due to information obtained in accordance with this Agreement. The licensee shall save and hold the Clerk harmless and defend the Clerk from any and all liability for whatever nature whatsoever, including attorney's fees, arising out of the use of the information obtained by the Licensee in accordance with this Agreement.
4. 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 according to the terms

of this Agreement and Clerk may do so at any time without notice to, or consent by, the Licensee.

5. Except as may be otherwise provided in this Agreement, either party may terminate this Agreement at any time after the delivery of five (5) days written notice to the other party. After appropriate notice has been given, the Licensee's rights under this Agreement shall automatically terminate. The Clerk is not obligated to refund any amounts paid by the Licensee under this agreement in the event the Licensee terminates the Agreement. If Licensee terminates this Agreement, any and all amounts then owed by Licensee shall be paid in accordance with the provisions of Paragraph 2.
6. Unique passwords will be requested by Licensee and such passwords shall be used exclusively by the Licensee and Licensee's employees. Sharing of passwords with non-employees is strictly prohibited and shall be subject to the immediate termination of this Agreement without notice to the Licensee. The Clerk shall, however, provide written confirmation of such action as soon as practicable after such termination. The Clerk may alter or change the Licensee's password as often as the Clerk may deem necessary in order to maintain the security and integrity of this Agreement. Licensee shall make every effort to protect the password and shall not give the password to any third party or post the password in such a manner that third parties would have access to such password.
7. This contract shall not be assigned by Licensee.
8. The use by the Licensee of the information and documents available in the public records databases may be used by the Licensee for any lawful purpose, however, Licensee shall not sell such information or documents to any third person, other than to charge a nominal copying charge for such documents.
9. In the event that either party to this agreement brings an action to interpret the Agreement or enforce its terms, the prevailing party in any such action shall be awarded its reasonable costs and attorney fees incurred in such action.
10. The Clerk and Recorder reserves to the right to change the monthly fee after delivery of five (5) days written notice to the other party. After notice has been given, the Licensee will be responsible to pay changed fee to the Clerk and Recorder Office accordingly.

IN WITNESS WHEREOF, the parties have signed in agreement in the date first written above.

PITKIN COUNTY CLERK & RECORDER

By: _____

Option Selected: _____

LICENSEE: _____

By: _____

Please complete the following information:

Print Street Address

E-mail

Phone number

**PITKIN COUNTY CLERK AND RECORDER
534 E Hyman Ave, Lower Level, ASPEN, CO 81611**

REMOTE ACCESS PAYMENT POLICY

Upon receipt of signed contract, the Recording Department will set up a customer account. Licensee shall pay for their subscription as follows:

Option 1 Payment: Licensee can pay online via credit card or send a check to the Pitkin County Clerk & Recorder. Licensee is responsible for payments being made prior to their current term expiration. I Licensee required an invoice, licensee needs to contact the Recording department to set up invoice generation. If requested, invoices will be sent on or about the 20th of each month.

Option 2 Payment: Invoices will be sent on or about the 20th of each month for the following month. Payments are due by the 10th of the month of service.

Option 3 Payment: Weekly subscriptions must be paid for online via credit card.

PASSWORDS:

Please indicate your requested password below. You may change your password anytime through your online account.

Log-In: RECORDING DEPARTMENT WILL ASSIGN LOGIN

Password: _____