

SERVICE AND TERMS OF USE AGREEMENT

**REGARDING ONLINE ACCESS WITH IMAGES OR BULK RECORD PURCHASE FROM THE BOULDER COUNTY
CLERK & RECORDER'S OFFICE**

COMPANY NAME: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE: _____ **EMAIL:** _____

Please check the box to the right of the service requested:

Service	Frequency	Image	Cost	Check below
Online Access with Images	7 days a week	HTTPS	\$240/calendar year (or \$120/six months when signing up in July or later)	<input type="checkbox"/>
Bulk Images/Indices – Current date forward only	Daily	SFTP	\$1000 setup fee Indices - \$0.06 each Images - \$0.05 each	<input type="checkbox"/>

The company identified above (“User”) understands and agrees that online access to the Boulder County Clerk and Recorder’s website and the associated data is subject to the following terms and conditions of use:

Online Access

1. User understands that the responsibility for viewing images and accessing information is User’s and that the Boulder County Clerk and Recorder (“Clerk and Recorder”) is not responsible for assisting User in using or extracting data and/or images.
2. User understands that the Clerk and Recorder is providing User with non-exclusive, nontransferable access to data on its website in cases where the information is not protected from public access by law or regulation.
3. User understands that the data on the Clerk and Recorder’s website is made available for informational purposes only. Every effort has been made by the Clerk and Recorder to ensure the accuracy of such information. User agrees to not hold the Clerk and Recorder or Boulder County responsible for any omissions or errors in the data obtained pursuant to this Agreement, or for any damage caused by User’s reliance on the information obtained. User agrees and understands that User shall have no recourse or right of action against the Clerk and Recorder and/or Boulder County for any cause whatsoever due to information obtained in accordance with this Agreement. User agrees to save and hold the Clerk and Recorder and Boulder County harmless and defend the Clerk and Recorder and Boulder County from any and all liability of whatever nature whatsoever, including attorney’s fees, arising out of the use of the information User obtained in accordance with this Agreement.
4. User understands and agrees that User shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of User and/or User’s employees, agents, representatives, or other persons acting under User’s direction or control in using or requesting the requested materials.
5. User will indemnify and hold harmless the Clerk and Recorder, Boulder County,, Boulder County’s elected and appointed officials, and its employees, agents, and representatives (“the indemnified parties”) from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys’ fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of User or User’s employees, agents, representatives, or other persons acting under User’s direction or control. Notwithstanding, nothing in this agreement shall be construed in any way to be a waiver of the Clerk and Recorder’s and Boulder County’s immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
6. User understands that all activity performed while accessing systems provided by the Clerk and Recorder is logged and monitored, and by accepting this agreement, User consents to this monitoring.
7. User agrees not to take any action that compromises the integrity or functionality of the system, including but not limited to attempting to hack, reverse engineer, break into, or compromise the Clerk and Recorder’s website.

8. The Clerk and Recorder shall have sole authority and discretion to change the nature, extent, format, or other aspects of the information system and databases that User may access according to the terms of this Agreement, and the Clerk and Recorder may do so at any time without notice. User understands that the Clerk and Recorder does not guarantee any specific hours of access, response time, or other levels of service. Online access may be temporarily denied, restricted, or permanently revoked in the Clerk and Recorder's sole discretion.

Subscription Service

9. Subscriber agrees that all fees are payable in advance, made payable to the Clerk and Recorder.
10. If Subscriber is requesting Online Access with Images, Subscriber understands that the access fee is due and payable on the first business day of each calendar year.
11. Subscriber agrees to give thirty days' written notice to the Clerk and Recorder when User changes or terminates its request for any services.
12. Electronic image delivery will be provided by the Clerk and Recorder based on Subscriber's specified delivery method.
13. Subscriber understands that for web application (HTTPS) and SFTP access, Subscriber will receive a unique User ID and Password ("logon credentials") that may exclusively be used by Approved User(s) which for this service refers to Subscriber's employees.
14. Subscriber understands that sharing of the logon credentials with other than Approved Users as defined in these Terms of Use is strictly prohibited and may result in immediate termination of access without prior notice.
15. Approved users may not: (a) modify, alter, enhance, reproduce, or prepare any derivative works of any part of the Services; (b) sublicense, transfer, assign, share, rent, lease, or otherwise convey any right with respect to the Services; (c) reverse engineer, decompile, translate, disassemble, or otherwise attempt to discover any source code for the Services; (d) take any action or omit to take any action that would violate any local, state, or federal law or regulation, including any privacy laws; (e) use the Services in any fraudulent, malicious, illegal, or negligent manner; (f) take any steps to avoid, study, or defeat the purpose of security measures associated therewith; (g) introduce any virus or other code or routine intended to disrupt, monopolize, alter, damage, delete, or interfere with the Services; (h) use the Services in any manner that threatens the integrity, performance, or availability of Services or of services to other users.
16. Failing to abide by these Terms of Use may result in Subscriber's access being revoked with no refund for any remaining subscription period shall be provided.
17. In the event that Subscriber's logon credentials are found to have negatively impacted the system, including compromising the functionality or integrity of the system, Subscriber will be responsible for all costs associated with returning system to its prior state and any other associated remediating efforts.
18. The Clerk and Recorder may require periodic password changes or force password resets as often as the Clerk and Recorder may deem necessary in support of the Clerk and Recorder's security objectives.
19. Subscriber understands that the Boulder County Clerk & Recorder will process my written request for online access as time permits.

Signature

Date of Request

Authorized Agent's Printed Name and Name of Company or Organization