

REMOTE ACCESS LICENSING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between Michelle Nauer in her official capacity as Clerk & Recorder of Ouray County, 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 until this Agreement is otherwise terminated as may be provided herein.
2. The licensee shall elect one of the following options and shall pay to the Clerk the appropriate access fee upon execution of this Agreement:
 - a. Option one: \$400.00 flat fee per month for unlimited usage and downloads (excluding oversized copies of plat maps printed in house); or,
 - b. Option two: \$25.00 per month together with \$.25 (cents) per minute per office. There is security time out with this option. Once logged on to the secure site, nonuse by the Licensee for a period of twenty (20) minutes will result in the conversion back to the non-secure site. LICENSEE MUST LOG OFF THE SECURE SITE WHEN NOT USING IT IN ORDER TO PREVENT BEING CHARGED. ANY CHARGES INCURRED BY THE LICENSEE FOR NOT LOGGING OFF THE SECURE SITE WHEN NOT IN USE, WILL NOT BE ADJUSTED BY THE CLERK.
 - c. Licensee may change its selected option upon thirty days written notice to Clerk.

Subsequently, Licensee will be invoiced at the beginning of each month at the address as set forth herein. Payment shall be due within ten (10) days of the invoice date. Failure of the Licensee to make timely payments pursuant to this agreement shall be cause for the immediate termination of this agreement and termination of the Licensee's remote access to the public records databases. The monthly fees are subject to review and possible adjustment semi-annually by the Clerk and upon thirty days written notice to the Licensee of such change.

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 cause 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 of 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 assigned to the 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 assigned by the Clerk 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.

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

MICHELLE NAUER, COUNTY CLERK & RECORDER

By: _____

LICENSEE:

Option # _____

By: _____

Signature

Print Name

Address

Phone

Email

Contact name, address, phone number & email (required)