



**RECORDER'S OFFICE DIGITAL SERVICES AGREEMENT
BETWEEN
SALT LAKE COUNTY
AND
LICENSEE**

The Recorder's Office Digital Services Agreement (the "Agreement") is entered into this _____ day of _____, 20____, between Salt Lake County, on behalf of its Salt Lake County Recorder, ("County") and _____, with its principal place of business at _____ ("Licensee"). County and Licensee may be referred to as "the parties."

RECITALS

- A. WHEREAS, County maintains information, accumulated or created by County, including but not limited to Recorder Index Data and Document Images ("RIDDI"), which is of assistance to various individuals and entities; and
- B. WHEREAS, Utah Code Ann. § 17-21-19 and Salt Lake County Code of Ordinances, 2001 2.82.050(A) state that all records and indexes are open to public inspection during office hours unless the records are expressly classified or otherwise made nonpublic; and
- C. WHEREAS, County as a convenience offers non-statutory services in the form of digital RIDDI; and
- D. WHEREAS, Utah Code Ann. § 17-21-18.5(6) and Salt Lake County Code of Ordinances, 2001 Chapter 3.42 authorize County to set reasonable fees for non-statutory services; and
- E. WHEREAS, Licensee desires to access information maintained by County for Licensee's own use at a reasonable fee sufficient to permit County to recover its full costs of providing non-statutory services; and
- F. WHEREAS, Licensee acknowledges changes and adjustments are made in the official records from time to time and the information received by Licensee is subject to change and adjustment.

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

GENERAL PROVISIONS

1. CONTENT OF THIS AGREEMENT.

This Agreement consists of General Provisions, and the relevant Attachment(s). Licensee must select from the following available digital services offered by County. The prices and scope of services for the available services are included in the respective Attachments (initial all of the requested services):

- Attachment I – Data Services
- Attachment II – Daily Bulk Data
- Attachment III – Geographic Information System (“GIS”)
- Attachment IV – Custom Bulk Data

2. EFFECTIVE DATE/TERM.

- A. If the Salt Lake County Council shall fail to appropriate funds to carry out County’s obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice or obligation.
- B. County reserves the right to modify or terminate this Agreement to comply with Federal, State, or County laws, regulations, policies, or ordinances.

3. SCOPE OF SERVICES.

- A. County shall make RIDDl available to Licensee. This Agreement specifically excludes information that is considered private, protected, controlled, or otherwise restricted by any ordinance, policy, regulation, or applicable state or Federal statute.
- B. All information provided by County is for informational purposes only and is not an official or certified record of County. Furthermore, this information is subject to change without notice and not meant for any official purpose.
- C. RIDDl are not to be construed to be true and complete; rather they are working copies subject to error, omission, and future modification.

4. SYSTEM AVAILABILITY.

- A. County will provide and Licensee is hereby granted access to the system 24 hours a day, 7 days a week (<http://recorder.slco.org>). The system may be unavailable at certain times for updating and maintenance at the option of County. County assumes no responsibility for system downtime.
- B. County reserves the right to withdraw any service or services without notice, and shall have no liability whatsoever to Licensee.

5. PRICING AND FEES.

- A. The fees for access to County Recorder's Data Services, Daily Bulk Data, GIS, and Custom Bulk Data are outlined in Attachments I-IV.
- B. Licensee is responsible for all charges incurred under their assigned logins and passwords.
- C. Fees are subject to change at the sole discretion of County. Notice of any fee increases will be provided on County Recorder's website ninety (90) days before it is implemented.
- D. As new products or services become available, County will advise the Licensee of the availability and price of these products and services.
- E. Monthly invoices are payable upon receipt. County Recorder's office currently accepts electronic fund transfers (preferred), credit cards, debit cards, cash or check. All checks must be made payable to Salt Lake County Recorder's Office, 2001 South State St., Suite N1-600, Salt Lake City, UT 84190.
- F. Accounts more than thirty (30) days past due, are in default and County may terminate the service without notice.
 - 1. Reinstatement of services may be provided upon two (2) 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. County reserves the right at its sole discretion to refuse access a second time.
- G. County only authorizes refunds when it determines it has made an error. Credit may be applied to Licensee's account when a refund is not authorized.

6. INTELLECTUAL PROPERTY AND OWNERSHIP.

- A. The Licensee agrees that the digital database and every RIDDl generated by County are protected, as intellectual property, under the copyright laws of the United States. Further, Licensee is strictly forbidden, without the prior written authorization of County, to make any further distribution, or reproduction, of County's intellectual property in any form or by any electronic or mechanical means, including the use of information storage and retrieval systems. For clarity, the above restriction does not prohibit Licensee from using or distributing data extracted from a RIDDl.
- B. Licensee additionally acknowledges and agrees County's intellectual property is not assigned or released by County and that all County's right, title, and interest in and to its intellectual property and any license of County's intellectual property to Licensee is expressly limited as set forth in this Agreement.
- C. Licensee may not claim any intellectual property right(s) to documents acquired from County's digital database.

7. AUTHORIZED USE.

Subject to the terms and conditions of this Agreement, County grants the Licensee a non-exclusive, non-transferable, limited, and revocable right to electronically obtain RIDDl. The limited license granted hereunder shall include the right to quote records in memoranda and distribute extracted data in

derivative work products created by the Licensee, and the right to copy downloaded images as long as required fees are paid to County.

8. UNAUTHORIZED AND EXCESSIVE USE.

- A. Licensee shall not data scrape/web, scrape/data, harvest/web, harvest, data mine or anything similar to any system used, maintained, or owned by County. A “data scrape/web scrape/data harvest/web harvest or data mining” includes, but is not limited to, a program that extracts data from a human-readable output.
- B. Licensee shall not attempt to hack, reverse engineer, break into, or compromise County’s website or data repositories.
- C. Licensee shall not enhance or alter public records access or attempt to do so, or disclose any confidential information contained therein.
- D. In no instance is Licensee’s authorized access (user identification and password), to be used, in whole or in part, by anyone or entity other than Licensee.
- E. Licensee agrees that any breach of this Agreement shall result in immediate termination of Licensee’s rights under this Agreement and may result in legal action by County.

9. GUARANTEE AND WARRANTY.

- A. Licensee releases County from any responsibility for images or information lost due to internet or user system failure.
- B. County does not guarantee or warrant the accuracy, completeness, timeliness of the records or the indexing of the records. All information provided by County through this Agreement is provided “as is” with no warranties, express or implied, including, but not limited to the implied warranty of fitness for a particular purpose.

10. INDEMNIFICATION.

Licensee agrees to indemnify, hold harmless and defend County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Licensee, its agents, representatives, officers, employees or subcontractors in the performance of this Agreement.

11. GOVERNMENTAL IMMUNITY.

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”), Utah Code Ann. §§ 63G-7-101 to -904. The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.

12. COMPLIANCE WITH LAWS.

Each party agrees to comply with all federal, state and local laws, ordinances, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Licensee of applicable law shall constitute an event of default under this Agreement and Licensee shall be liable for and hold County harmless and defend County from and against any and all liability arising out of or connected with the violation. Licensee is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

13. ASSIGNMENT.

Licensee shall not assign or transfer its duties of performance nor its rights and obligations under this Agreement, without the prior written approval of County.

14. NOTICES.

All notices to be given under this Agreement shall be made in writing to County at the address below and to the Licensee at the address provided in Paragraph 18 of this Agreement. Notice shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail:

COUNTY: Salt Lake County Recorder
2001 South State, Suite, N1-600 Salt
Lake City, Utah 84190-3100
Data Services (385) 468-8145
RecorderQ@slco.org
<http://recorder.slco.org>

15. TIME.

The parties stipulate that time is of the essence in the performance of this Agreement. The time set forth for performance in this Agreement shall be strictly followed and any default in performance according to the times required shall be a default of this Agreement and shall be just cause for immediate termination by County of this Agreement and pursuit of any remedy allowed by this Agreement and by law.

16. ENTIRE AGREEMENT.

County and Licensee acknowledge and agree that this Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, terms, conditions, representations or understanding, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

17. GOVERNING LAW.

It is understood and agreed by the parties hereto that this Agreement shall be governed by the Federal laws and the laws of the State of Utah and the ordinances of Salt Lake County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Salt Lake County, State of Utah.

18. STANDARD FORM AGREEMENT.

The District Attorney shall approve as to form any changes in this standard form contract. Any alteration of the language in this contract without such approval shall render the contract void and without effect.

19. USER INFORMATION.

Corporate or Business Entity

COMPANY NAME: _

COMPANY TYPE: Corporation, Partnership, Limited Liability Company, Other
(Circle One, if applicable)

MAILING ADDRESS _

CITY: _ STATE: _ ZIP: _

STREET ADDRESS _
(if different from mailing address)

CITY: _ STATE: _ ZIP: _

AUTHORIZED AGENT/REPRESENTATIVE: _
(print or type name)

TELEPHONE _____
(Office) (Cell)

FAX: _____ Email: _

FED. TAX ID #_ STATE TAX ID _

CONTACT: _
(if other than individual named above) NAME

TELEPHONE EMAIL

Personal or Individual Entity

NAME_

MAILING ADDRESS_

CITY:_ STATE:_ ZIP:_

STREET ADDRESS_
(if different from mailing address)

CITY:_ STATE:_ ZIP:_

AUTHORIZED AGENT/REPRESENTATIVE: _
(print or type name)

TELEPHONE _____
(Office) (Cell)

FAX:_ Email: _

INDIVIDUAL DRIVER'S LICENSE # STATE ISSUED

CONTACT: _
(if other than individual named above) NAME

TELEPHONE EMAIL

__ New Account
__ Update Existing Account _____ PO Number

Any violation of any covenant herein is a breach of this Agreement.

By using County's digital records service, Licensee acknowledges and accepts the terms and conditions contained in this Agreement and agrees to be bound by each of the terms and conditions.

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

BY: _____
Signature of Authorized Agent/ Individual

DATED: _

Print Name

(Personal guarantee is not required for governmental subscriber)

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

Account #: _

Licensee I.D. #: _

_ Password: _

Date Assigned: _

ATTACHMENT I
to
DIGITAL RECORDER SERVICES AGREEMENT
DATA SERVICES AGREEMENT

I. PRICING.

(BILLING IS SENT VIA E-MAIL EACH MONTH)

- A. Initial Fee:
- | | |
|---|-----------------|
| 1. Set-up fee | \$100.00 |
| 2. Payment in advance first and last months' minimum usage charge | \$25.00 each |
| 3. Total Initial Cost | \$150.00 |
- B. Minimum Monthly Access Fee:
- | | |
|---|---------|
| 1. If Licensee does not generate digital transaction charges totaling at least \$25.00 or more during a given month, the minimum fee will be charged. | \$25.00 |
|---|---------|
- C. Digital Transaction Charges:
- | | |
|---|--------|
| 1. Each transaction – per Customer Information Control System (“CICS”) page or other data | |
| 2. Each search | \$0.02 |
| 3. Each page for document images | \$0.02 |
| 4. Each screen for document and parcel details | \$0.02 |
| 5. Each parcel plat or map image | \$1.00 |
| 6. Each subdivision plat sheet | \$2.00 |

COMPANY: _

NAME: _
(Authorized Agent/ Individual)

TITLE: _

SIGNATURE: _

E-MAIL: _

DATE: _

ADDRESS: _

PHONE NUMBER: _

All other terms of the Digital Recorder Service Agreement, not specifically amended herein, remain in full force and effect.

ATTACHMENT II
to
DIGITAL RECORDER SERVICES AGREEMENT
DAILY BULK DATA

I. GENERAL RESTRICTIONS.

- A. County shall provide Licensee authorized access to Recorder Index Data and Document Images (“RIDDI”), subject to the technical specifications and procedures set out below.
- B. To purchase Daily Bulk Recorder Document Images and abstract data via daily bulk protocol downloads; the Licensee must have a current Data Services account in good standing. For further information about a Data Services account, please see Attachment I.
- C. County reserves the right to discontinue production of Daily Bulk Data at any time without notice.
- D. County shall not produce Daily Bulk Data until daily orders are placed by at least five Licensees. If, after commencing production, cancellations reduce the total number of daily bulk downloads ordered to less than five, County may cease offering the Daily Bulk RIDDI without liability or consequential damages.

II. PRICING.
(BILLING IS SENT VIA EMAIL EACH WEEK)

- A. Charges will be as follows:
 - 1. Document Images \$0.0235 per image
 - 2. Document Abstract \$0.0235 per record

III. ORDERING.

- A. Any Licensee who wishes to receive Daily Bulk downloads shall provide County with at least one week’s advanced notice.
- B. Licensee will receive an email to the website that hosts County’s daily bulk data. Licensees will create their own user name and password.

IV. ESTIMATED AVAILABILITY TIMES.

- A. Daily downloads will be available on County Recorder’s website two working days following the date of document recordation. County is not liable should it be unable to complete the daily bulk downloads by the estimated time.

V. CORRECTIONS.

All corrections to RIDDI provided via daily bulk downloads shall be posted on County Recorder’s website. Occasionally, correction files will also be included on the daily bulk site. Licensee shall be responsible for reviewing the corrections.

VI. TECHNICAL SPECIFICATIONS AND PROCEDURES FOR SERVER ACCESS.

A. User Account Information

- a. The User Name for connecting to the download site will be the email address provided on this attachment.
- b. The user will receive an email containing a connection web address (URL).
- c. The user will receive an initial password but will be responsible to set and maintain the password.
- d. Additional instructions will be provided with the initial email regarding this service from the County.

COMPANY: _____

NAME: _____
(Authorized Agent/ Individual)

TITLE: _____

SIGNATURE: _____

E-MAIL: _____

DATE: _____

ADDRESS: _____

PHONE NUMBER: _____

All other terms of the Digital Recorder Service Agreement, not specifically amended herein, remain in full force and effect.

ATTACHMENT III
to
DIGITAL RECORDER SERVICES AGREEMENT
GIS DATA AND PROGRAMS

I. PRICING.

A. Licensee will select one of the three options detailed on the GIS Purchasing Options list and agrees to the charges listed therein. Upon payment, the Licensee has access to the GIS data within the scope and timeframe explained by the option they selected.

Select one of the following options:

- Annual GIS Subscription - \$1200
- One-time GIS Download - \$500
- Custom GIS Area - \$70 + .02/records

COMPANY: _

NAME: _
(Authorized Agent/ Individual)

TITLE: _

SIGNATURE: _____

E-MAIL:

DATE: .

ADDRESS:

PHONE NUMBER: .

All other terms of the Digital Recorder Service Agreement, not specifically amended herein, remain in full force and effect.

**ATTACHMENT IV
to
DIGITAL RECORDER SERVICES AGREEMENT
CUSTOM BULK DATA**

I. GENERAL RESTRICTIONS.

- A. County shall provide Licensee authorized access to Recorder Index Data and Document Images (“RIDDI”), subject to the technical specifications and procedures set out below.
- B. County reserves the right to deny a request for Custom Bulk Data or discontinue the availability for Custom Bulk Data at any time without notice.
- C. County shall not produce Custom Bulk Data to fill a request until funds are received and verified for Licensees.

**II. PRICING.
(BILLING IS SENT VIA E-MAIL)**

- A. Charges will be as follows:
 - 1. Document Images \$0.0235 per image
 - 2. Document Abstract \$0.0235 per record

III. ORDERING.

- A. Any Licensee who wishes to receive Custom Bulk Data shall provide County with at least one week’s advanced notice.
- B. Delivery of the data to the Licensee will be dependent upon the size of the order.
- C. If the data request fits the requirement for digital distribution the Licensee will receive an email to the website that hosts County’s data. Licensees will create their own user name and password.
- D. The County may determine the type of media required to deliver the data and pass the cost of that media to the Licensee.

IV. ESTIMATED AVAILABILITY TIMES.

- A. Licensee will receive an estimated time for filling the data request but the County is not liable should it be unable to complete the custom bulk data request by the estimated time.

V. CORRECTIONS.

- A. All corrections to RIDDI provided via FTP downloads shall be posted on County Recorder’s website. Licensee shall be responsible for reviewing the corrections.

VI. TECHNICAL SPECIFICATIONS AND PROCEDURES FOR SERVER ACCESS.

- A. User Account Information
 - a. The User Name for connecting to the download site

- will be the email address provided on this attachment.
- b. The user will receive an email containing a connection web address (URL).
 - c. The user will receive an initial password but will be responsible to set and maintain the password.
 - d. Additional instructions will be provided with the initial email regarding this service from the Recorder's Office.

COMPANY: _

NAME: _
(Authorized Agent/ Individual)

TITLE: _

SIGNATURE:

E-MAIL:

DATE:

ADDRESS: _

PHONE NUMBER: _

All other terms of the Digital Recorder Service Agreement, not specifically amended herein, remain in full force and effect.

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