

REDI Web Internet Connection Users Information

Please print legibly as this document will be used to return your contract.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact/User Information

(For Business Relations and Login Notification)

Name: _____

Phone: _____

Fax: _____

E-mail: _____

User Information

(Other than contact person listed above)

Name: _____

Phone: _____

Fax: _____

E-mail: _____

****Please note: ONLY those listed above may obtain login information ****

Please check which option you would like:

- REDI Web **with** Images (\$25 per mo.) REDI Web **without** images (\$15 per mo.)
(Individual image charges apply. See Exhibit A)

**** If nothing is checked you will automatically be signed up for REDI Web *without* Images ****

Please mail **this form, \$50 Connection Fee** and **SIGNED contract** to:

**Make \$50 connection fee
check payable to:
Davis County Treasurer**

REDI Web
Davis County Information Systems
PO Box 618
Farmington, UT 84025

If you have any questions, please call (801) 451-3347

OFFICE USE ONLY

Date Paid: _____

Paid With: Credit Card Check

Check Number: _____

Received By: _____

Receipt #: _____

Vendor Entered in InfoSys

Vendor# _____

InfoSys Client Database posted

REDI Web Setup

Login: _____

Password: _____

Emailed

Mark's Signature

Contract Mailed

Date gave to Kimberley: _____

Contract #: _____

File Index #: _____

Date put in Sire: _____

REDI WEB USER AGREEMENT

This Agreement made and entered into this ____ day of _____, 20__, by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as “Davis County,” and _____, a corporation organized and existing under the laws of the State of Utah, hereinafter referred to as “Company.” The County and the Company may be collectively referred to herein as “the Parties.”

RECITALS:

Davis County maintains records in the Davis County Recorder’s Office and is willing to make available access to County Recorder records through the use of electronic transmission to off-County site locations; and

Company desires to develop its own electronic network that will allow it to access Davis County Recorder records at an off-site location;

NOW, THEREFORE, in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do mutually agree as follows:

1. Company agrees to bear the cost of design and installation of a network of software and hardware at a site located away from the Davis County Administrative Building which will enable Company to receive recording information at its off-site location.
2. Davis County shall have no responsibility or liability for any equipment of Company or any network developed by Company for its site that is located away from the Davis County Administration Building.
3. Upon execution of this Agreement, Company agrees to pay to Davis County a non-refundable connection fee of Fifty Dollars (\$50.00). In addition, Company agrees to pay Davis County a monthly data charge and subscription fee to access the records. The additional charges and fees are identified and described on **Exhibit A**, attached hereto, incorporated herein, and made a part of this Agreement. Company agrees to pay the monthly subscription fee to County even if Company does not use the County’s database at any time during the month. Additionally, County may change the rates for the additional charges and fees set forth in **Exhibit A** at any time by providing Company thirty (30) days advance written notice of such change.

4. Company agrees that access to the County Recorder records under this Agreement is limited to off-site locations. This Agreement in no way permits direct connection to Davis County's network or other computer services. Any attempt to directly connect to Davis County's network will result in suspension of login access for Company.

5. County will provide a User Code and Password to the designated person(s) specified on the Internet Connection Users form. The Company will provide County with an updated Internet Connection Users Update Form if any of the following conditions occurs:

- (a) Company has a valid need to request a new User Code and Password for access to the County Recorder records;
- (b) Company's Contact Person has changed;
- (c) Company's Primary User has changed;
- (d) Company's Billing Address has changed.

6. The term of the Agreement shall commence on the ____ day of _____, 20____, and continue until terminated. Either party may terminate this Agreement at any time by giving the other party thirty (30) days advance written notice. Notwithstanding the foregoing, this Agreement shall terminate in the event Davis County fails to appropriate funds for the support of this Agreement or in the event that, for any other reason, funds for the program are terminated or otherwise not available to County.

7. Davis County does not guarantee the fitness of the data for any public or private purpose, nor shall it be liable for any damage, loss, or injury Company may suffer from any errors, omissions, or untimely data entry in the database.

8. In the event of default by either party, the defaulting party agrees to pay all costs of enforcing this Agreement including but not limited to attorney's fees incurred in connection with the enforcement of this Agreement.

9. This Agreement represents the entire understanding between the Parties with respect to the subject matter herein, and there are no written or oral agreements between them which are not set forth herein. Neither this Agreement, nor any provisions hereof may be changed, discharged or terminated verbally, and may be modified or amended only by an instrument in writing, signed by the Parties.

10. The relationship between the Parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create a partnership or joint venture between the Parties, or to give rise to

fiduciary duties, or to cause any of the Parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party.

11. The Parties hereto agree that neither this Agreement nor the privileges herein may be assigned without prior written consent of the County. In addition, Davis County may charge Company Fifty Dollars (\$50.00) for any changes in ownership or changes to the Company name on record with the State of Utah that requires County to update its records.

12. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or email shall have the same force and effect as original signatures.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

DAVIS COUNTY

By: _____

Mark E. Langston
Information Systems, Director

Date: _____

COMPANY: _____

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

Company understands and agrees that service will be provided to Company through an Internet connection into Davis County's computer system. Fees will be charged to Company as follows:

Connection fee:	\$50.00
Monthly fee (without images):	\$15.00
Monthly fee (with image access):	\$25.00
Page or transaction request:	\$0.10
Abstract request:	\$0.50
Printer-friendly file generation:	\$1.00 (PDF format)
Document Image Request:	\$0.10
Tie Sheets:	\$0.25
Dedication Plats, Ownership Plats, Surveys, Township Reference Images or Survey Indexes:	\$1.00

Fees will be billed monthly. For purposes of the Agreement, any time Company requests information from the web server, a fee will be generated.

Davis County may change the above rates at any time by giving Company thirty (30) days advance written notice.