



**OCCASIONAL USER SERVICE AGREEMENT
BUCHANAN COUNTY REAL ESTATE RECORDS**

PLEASE TYPE

This Agreement made and entered into this _____ day of _____, 20_____

By and between the Buchanan County Recorder of Deeds, 411 Jules Street, Room 103,
St. Joseph, Missouri 64501 and the following Subscriber:

Subscriber Name: _____

Mailing address: _____

City, State, Zip _____

The Subscriber Phone Number _____

FAX number _____

Email Address _____

1. PROVISION OF ACCESS AND ACCEPTABLE USE

1.1 The Recorder agrees to furnish on-line access to real estate records via the internet.

Access to and use of the System by the Subscriber is a privilege that may be
revoked by the Recorder at any time and for any reason including, but not limited
to the failure of the Subscriber to adhere to the terms set forth in this Agreement.

1.2 All information contained in the System is public information and is in no way
intended to refer to, or be applicable to, any specific person, case, or situation.

1.3 The Recorder does not warrant or represent that the System will meet any specific
requirement that the Subscriber may have, or that it will be error-free or

uninterrupted. The System will be available 20 hours per day, seven days a week, subject to backup, and may be subject to unavailability at any time and without prior notification.

- 1.4 The information provided in the System is offered as a service and is not intended to be a complete substitute for individual professional consultation. Adequate professional guidance for making important personal decisions cannot be provided through an electronic format of this type. Advice regarding individual problems or circumstances should be obtained personally from a professional.
- 1.5 The information in the System has been secured and protected from intentional or unintentional misuse by authorized and unauthorized parties. Any misuse of the System including but not limited to attempted access to unauthorized areas of the System, disclosure of the Subscriber's access password to any other party, or intentional or unintentional acts to disrupt the System's service or corrupt the System's information will be grounds for immediate termination of this Agreement. The Recorder reserves all legal rights for any attempted misuse of the System and any resultant outages or system failures

2. WAIVER OF LIABILITY

- 2.1 The Recorder shall not be liable for any direct or indirect, incidental, or consequential damages (including information) sustained or incurred in connection with the use of, operation of, or inability to use the system.
- 2.2 The Subscriber agrees not to hold Buchanan County, its elected officials, officers and employees liable for any claim or liability resulting from, due to, or arising out of the Subscriber's connection to or use of the System.

2.2 The Subscriber agrees to indemnify Recorder for any loss suffered to the Recorder as a result of Subscriber's use of the System and Subscriber further agrees that any harm determined to be a result of information retrieved from the System or derived from the use of the System is solely the responsibility of the Subscriber.

3. THE SUBSCRIBER'S FINANCIAL RESPONSIBILITY

3.1 The Subscriber agrees to pay a per minute user fee of .25 cents per minute.

The fee serves to offset costs incurred to operate and maintain the system.

Associated costs include indexing, staff time, providing T-1 data line, watermarked images, general System maintenance, upgrades and enhancements.

3.2 Those wishing to become a Subscriber of the online service must first apply with the Recorder of Deeds to be issued a password. It is suggested that the Subscriber change passwords periodically for security. Payments shall be made by credit card through Official Payment Corporation a Delaware online credit card Service. A service fee will be determined by O.P.C. and must be agreed to by the user prior to each transaction. Groups of minutes may be purchased in advance to avoid excessive service fees. However, once purchased, groups of time are not refundable.

3.3 The Recorder reserves the right to adjust the subscription fee on an annual basis to reflect changes in the costs of providing the services as outlined herein. The Recorder will provide written notice of the adjusted subscription fee and the Subscriber shall be responsible for payment of the adjusted fee within thirty (30) days of notification.

3.4 Limited Subscription Agreement: Subject to the terms and conditions of this Limited Subscription Agreement, the Provider grants the Subscriber a non-exclusive non-transferable, limited subscription to obtain copies of recorded real estate documents by downloading the same Provider's website, to be used solely in the regular course of the Subscriber's business. The Subscriber, its parents and subsidiaries or affiliates of the Subscriber are specifically prohibited from disseminating any data or information obtained, except as specifically authorized under this paragraph. The Limited Subscription Agreement granted hereunder shall include the right to quote and incorporate portions of the records in memoranda, title policies, abstracts and similar work product created by the Subscriber for its customers, and the right to create copies of the records from the Database for the Subscriber; provided, however that such copies shall not be created, copied, resold, loaned or otherwise provided in bulk in any medium to any person or entity ..

3.5 The Subscriber's violation of this Limited Subscription Agreement shall constitute a material breach of the Limited Subscription Agreement.

3.6 The Subscriber shall utilize the System for its sole use. Any violation of this provision shall constitute grounds for immediate termination of this Agreement.

4. SERVICE HOURS AND RECORDS CURRENTLY AVAILABLE ONLINE

4.1 The land records Index is currently available beginning January 1977, however, it is updated daily. Office workdays are Monday through Friday except for County holidays. Online service will be available 20 hours per day, seven days a week unless technical difficulties occur which will be addressed on workdays. Scanned images are available beginning from 1977 through the current date. Back file indexes and images are being added as time allows.

5. DISCLAIMER

- 5.1 The Index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification. The Subscriber shall not hold the Recorder responsible to the Subscriber, its employees, members or customers for the accuracy, completeness, or availability of any information retrieved via the System.
- 5.2 Copies created from the online database are not certifiable copies. Certified copies must be purchased from the Recorder.

6. TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on _____ 20_____ and shall continue through December 31, 20____. This Agreement shall be automatically renewed for _____ consecutive calendar year terms, unless terminated by either party.

7. ENTIRE UNDERSTANDING AND CONTROLLING LAW

- 7.1 This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements.
- 7.2 This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of Missouri.

The undersigned, affirms that they have full authority to execute this Agreement as the designated representative on behalf of the Subscriber, the Recorder and Buchanan County.

Subscriber Representative / Title

Date

Rebecca Dunlap, Recorder of Deeds

Date

Buchanan County Commissioner

Date



Rebecca Dunlap, Buchanan County Recorder of Deeds

Internet: <http://www.co.buchanan.mo.us/>

E-Mail: rdunlap@co.buchanan.mo.us

Date _____

Company Internet Access # _____ (Billing)

Agent Access Id # _____ (Internet)

Internet Customer ID & Password

(All items below must be completed prior to activation of each employee)

SUBSCRIBER NAME: _____

CONTACT: _____

(Name of person responsible for payment of account)

ADDRESS: _____

CITY: _____ STATE: _____ ZIPCODE _____

SUBSCRIBER PHONE: _____ E-MAIL: _____

USER NAME: _____

(Persons authorized to use company Internet access)

USER PASSWORD CODE: _____

(Maximum of eight characters, letters or numbers)

Company and their employees agree not to share their password with other persons. Company understands that each employee they authorize to use the company account must set up a separate password with the recorder's office in order for the recorder to maintain a secure Website on the Recorder and company's behalf.

The company agrees to notify the recorder's office when employees leave their employment in order to maintain the security of the Recorder's Internet site and the Company's Account.

FOLLOWING INFORMATION IS REQUIRED IN CASE YOU SHOULD LOSE OR FORGET YOUR PASSWORD CODE. It will allow us to identify you. This information will be shown in the user directory. We need two different identifiers for your security.

Your Pet's name: _____

(You can choose to use another identifier, but you must remember it when asked or we cannot allow access to the password)

Another: _____

Signature of person authorizing use of Subscriber Account

Date

Rebecca Dunlap, Recorder of Deeds

OFFICE USE ONLY

Activation Date: _____

Inactivated Date: _____



**Buchanan County Courthouse
411 Jules Street
St. Joseph, Missouri 64501
1 (816) 271-1437**

Rebecca Dunlap
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As always, each employee shall have his/her own user Id and Password to access your account.

Subscriber Name: _____

Address: _____

Phone Number: _____

Last Name	First Name	User ID	Password
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Thank you for your cooperation.

Rebecca Dunlap

Buchanan County Recorder of Deeds