



Douglas County Clerk & Recorder Department

Recording Division

P.O. Box 1360

301 Wilcox Street

Castle Rock, CO 80104

303-660-7446 Fax: 303-814-2776

LICENSE AGREEMENT

This License Agreement (“AGREEMENT”) is made between Douglas County Clerk & Recorder Department Recording Division (“COUNTY”), 301 Wilcox Street, Castle Rock, Colorado 80104, and the party defined below (“LICENSEE”) to access Douglas County Recording Department data and images (“DATA”) belonging to the Douglas County Clerk and Recorder for a Yearly Subscription Fee (“FEE”). Only one user per license agreement is allowed.

LICENSEE’s Business Information

| | | |
|-----------------------------------|--------------|-----------------|
| Licensee Name: _____ | | |
| Licensee Company or Agency: _____ | | |
| Licensee Address: _____ | | |
| Licensee City: _____ | State: _____ | Zip code: _____ |
| Phone: _____ | Email: _____ | |

The parties agree as follows:

1. **GRANT OF LICENSE.** In accordance with this AGREEMENT, COUNTY grants the LICENSEE a non-exclusive license to access the DATA in cases where the information is not protected from public access by law or regulation. The COUNTY may choose to make the DATA available by direct on-line access through the Internet.
2. **PAYMENT OF FEES.** The FEE is \$50.00 per calendar year for this service. The yearly subscription FEE is payable in advance and is due in the month of January every year. In the event that access is terminated, LICENSEE understands there is a ten-dollar(\$10.00) reactivation FEE in addition to the yearly subscription FEE. The FEE may be adjusted by the COUNTY at anytime. In the event that COUNTY changes the FEE during the initial subscription period, or any renewal period, no refunds will be due LICENSEE and no additional funds will be charged to

LICENSEE until the next renewal period. COUNTY will give the LICENSEE thirty (30) days written notice prior to the effective date of a change in FEE.

3. **DEFAULTS.** If LICENSEE fails to abide by the obligations of this AGREEMENT, including the obligation to make FEE payments when due, COUNTY retains the right to terminate this AGREEMENT. The LICENSEE will have the option of preventing the termination of this AGREEMENT by taking corrective action that cures the default, if the LICENSEE takes such corrective action prior to the end of the time period stated in the written notice of default if any, and if there were no other defaults during such time period.
4. **WARRANTIES.** COUNTY is responsible for a best efforts attempt to make DATA available to the LICENSEE. On-line access, files, or reports are made available to the LICENSEE. COUNTY does not guarantee the LICENSEE any specific hours of access, response times, or other levels of service. On-line access may be temporarily denied or restricted at the COUNTY's sole discretion. DATA is provided "AS IS" with no warranty for accuracy nor correctness. There are **NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The COUNTY disclaims any and all expressed or implied warranties and any and all liabilities to the buyer for errors and/or omissions that may be present in or that may affect the recording information or images purchased by the buyer.
5. **LIABILITIES.** COUNTY assumes no liability for errors, omissions, or incompleteness of DATA. LICENSEE releases and indemnifies Douglas County, Douglas County Recording Division, the Douglas County Clerk and Recorder Department and all employees of Douglas County from any liability, claims, damages, injury, loss, costs, including attorney's fees, or causes of action that may arise out of the use of this information. In no event shall COUNTY be liable for direct, indirect, special, incidental, or consequential damages including but not limited to, loss of use, revenues, profits, or savings, that are in any way related to access to the DATA. COUNTY shall not be responsible for any damages to individuals caused by LICENSEE releasing DATA to public.
6. **TRANSFER OF RIGHTS.** This AGREEMENT shall be binding on any successors of the LICENSEE. The LICENSEE shall not assign its interests in this AGREEMENT to any other party, unless the prior written consent of the COUNTY is obtained.
7. **TERMINATION.** The COUNTY may terminate this AGREEMENT at any time, at the COUNTY's sole discretion, if the COUNTY determines that the provision of services is interfering with COUNTY operations. Either party may terminate this AGREEMENT with thirty(30) days written notice to the other. No refunds of FEE shall be due LICENSEE in the event that AGREEMENT is terminated by either party.

8. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire AGREEMENT between the COUNTY and LICENSEE and there are no other promises or conditions in any other AGREEMENT whether oral or written. This AGREEMENT supersedes any prior written or oral agreements between COUNTY and LICENSEE.
9. **AMENDMENT.** This AGREEMENT may be modified or amended, if the amendment is made in writing and signed by COUNTY and notice of the change with opportunity to terminate the agreement is provided to LICENSEE.
10. **DATA PROTECTION.** LICENSEE shall make every attempt to protect and keep private DATA provided by COUNTY.
11. **USAGE.** LICENSEE shall not attempt to hack, reverse engineer, break into, or compromise COUNTY web site. LICENSEE shall not attempt to use computer programs to mine DATA or copy DATA from the COUNTY web site. LICENSEE understands that the COUNTY is not responsible for assisting with use or extraction of DATA and or images and that sole responsibility for viewing images and accessing keyed information is LICENSEE's. LICENSEE also understands that access to DATA is preconditioned on allowing the COUNTY to duplicate, at Recorder's expense, any images of keyed information is in LICENSEE's possession in the event of a catastrophe of such a nature that the images and/or indexes of the Recorder's Office are destroyed, and these records are not obtainable from the Colorado State Archives.

WHEREAS, LICENSEE is requesting the following service from the Douglas County Clerk and Recorder's Office Recording Division (DCRD): Public Document Access (PDA) with images.

WHEREAS, the COUNTY desires to make DATA more readily accessible to users of the information.

NOW, THEREFORE, in consideration for the covenants and promises set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged the parties hereto agree as follows:

Licensee Company or Agency

User Name:

Title:

Date: