USER AGREEMENT TO VIEW DOCUMENT IMAGES AND DATA ON THE CASCADE COUNTY CLERK AND RECORDERS OFFICE WEBSITE

On this _____ day_____ 20_____, (name)_____

of(address) _____

(city, state, zip) _____

entered into this user agreement with the Cascade County Clerk and Recorder (Clerk and Recorder) 121 4th St N Suite 1B-1, Great Falls, MT 59401, in order to provide access to customer to the Clerk and Recorders land record documents on the Clerk and Recorders Cascade County Web Site.

Clerk and Recorder shall provide customer access to land record document images to view and print documents that are recorded or filed in the Clerk and Recorders Office which begin in 2001, and data for records beginning in 1988. Document images are not available prior to 2001, and indexing is not available prior to 1988. Customer's access to the data and images shall be for legitimate business purposes only and customer shall not allow any other entities, businesses or private parties' access to this website. The User shall not sell or make available for sale copies of the records accessed through this User Agreement. This Agreement shall not be construed to prevent the User from providing, for compensation, a product or service, which includes, as an incidental part thereof, copies or partial copies of records accessed hereunder. User will limit its electronic access to County information to its employees, officers and directors and will treat the password provided pursuant to the Agreement as confidential and will not disclose such information.

Customer shall pay Clerk and Recorder the sum of $150.00 per year for the right to access the Clerk and Recorders Cascade County Web Site. Customer will be billed the $150.00 yearly fee every January. Partial year customer will initially be billed a one-time prorated fee of $12.50/month for the remainder of that year; until the following January, at which time they will be billed the yearly $150.00 rate from that date forward. Each client will be given a user name and password to access the website.

AGREEMENT BETWEEN USER AND CASCADE COUNTY

The Clerk and Recorders Cascade County Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Clerk and Recorders Cascade County Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

Clerk and Recorders Office of Cascade County reserves the right to change the terms, conditions, and notices under which the Clerk and Recorders Cascade County Web Site is offered, including but not limited to the charges associated with the use of the Clerk and Recorders Office of Cascade County Web Site. The Clerk and Recorder may increase/decrease the yearly access fee due to additional costs incurred by the Clerk and Recorder or the internet provided. Said costs may include but are not limited to the upgrading of equipment and/or programs or an increase in internet costs or any other costs associated with the computer access. The User shall be responsible for the purchase and maintenance of all equipment and software necessary at the User's place of business to permit utilization of the rights granted hereunder. The User will receive thirty (30) days advance notice of any fee increase.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Clerk and Recorders Cascade County Web Site, you warrant to Cascade County that you will not use the Clerk and Recorders Cascade County Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Clerk and Recorders Cascade County Web Site in any manner, which could damage, disable, overburden, or impair the Clerk and Recorders Cascade County Web Site or interfere with any other party's use and enjoyment of the Clerk and Recorders Cascade County Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Clerk and Recorders Cascade County Web Sites.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CLERK AND RECORDERS CASCADE COUNTY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE AT ANY TIME.

CLERK AND RECORDERS CASCADE COUNTY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE

CLERK AND RECORDERS CASCADE COUNTY WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CLERK AND RECORDERS CASCADE COUNTY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLERK AND RECORDERS CASCADE COUNTY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE CLERK AND RECORDERS COUNTY WEB SITE, WITH THE DELAY OR INABILITY TO USE THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE CLERK AND RECORDERS CASCADE WEB SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CLERK AND RECORDERS CASCADE COUNTY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CLERK AND RECORDERS CASCADE WEB SITE.

TERMINATION/ACCESS RESTRICTION

Clerk and Recorders Cascade County reserves the right, in its sole discretion, to terminate your access to the Clerk and Recorders Cascade County Web Site and the related services or any portion thereof at any time, without notice but will provide a prorated adjustment. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Montana, and you hereby consent to the exclusive jurisdiction and venue of courts in Cascade County, Montana, U.S.A. in all disputes arising out of or relating to the use of the Clerk and Recorders Cascade County Web Site. Use of the Clerk and Recorders Cascade County Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Clerk and Recorders Cascade County as a result of this agreement or use of the Clerk and Recorders Cascade County Web Site. Clerk and Recorders Cascade County's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Clerk and Recorders Cascade County's ligation to comply with governmental, court and law enforcement requests or

requirements relating to your use of the Clerk and Recorders Cascade County Web Site or information provided to or gathered by Clerk and Recorders Cascade County with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Clerk and Recorders Cascade County with respect to the Clerk and Recorders Cascade County Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Clerk and Recorders Cascade County with respect to the Clerk and Recorders Cascade County Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English. In the event any portion of this user agreement is deemed invalid or void, the remaining portions shall remain in full force and effect. Any other information included on this index is strictly provided for the convenience of our customers. Customer agrees not to use the names obtained from the index to conduct unsolicited mailings, house calls, or phone calls. Customer realizes if it does not comply with the above disclaimer customer will no longer have access to this website. User acknowledges the information may occasionally be unavailable. The County expressly and specifically disclaims damages to User for any damages relating to its unavailability for any reason. This agreement cannot be assigned.

Clerk and Recorder will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. Any amendments to this user agreement must be in writing. If customer breaches the conditions of this user agreement the Clerk and Recorder may immediately terminate customers' access to the website, without refund.

Please sign and date this document in the presence of a notary.

_____ _____

Customer Signature Date

State of _____

County of _____

Signed and acknowledged before me on _____ by _____.

_____

Notary Signature

Seal

_____

Notary Printed Name

Notary for the State of _____

Residing in _____

My Commission expires _____

Cascade County Clerk and Recorder

_____

Rina Fontana Moore

Seal

Cascade County Website Usage Application

Today's Date _____

Business Name _____

Billing Address _____

_____

Contact Name _____

Contact Phone _____ Email _____

Business Type _____

Other Authorized Contacts (to reset password) _____

The fee to access the Cascade County Clerk and Recorder Web Site is $150.00 per year. Customer will be billed this fee every January. As a partial year customer, you will initially be billed a one-time prorated fee of $12.50 per full month for remaining months in current year (example: application received mid-June would need a $75.00 payment for the remainder of this year July-December.) Once the completed user agreement, application and payment are received you will be given a user name and password to access the website. Confirmation will be sent to the email you provide. Your password can be changed after the first sign on. Up to six different individuals can sign in and use the site at any one time. If you need further assistance or if you forget your password, any authorized contact can reset it by calling 406-454-6717 or emailing bhanson@cascadecountymt.gov Please mail to:

Cascade County Clerk and Recorder
Attn: Brenda Hanson
PO Box 2867
Great Falls, MT 59403-2867

_____ _____

Customer Signature **Date**