



**DUCHEсне COUNTY  
RECORDERS OFFICE  
GEODATABASE and  
SHAPEFILE DOWNLOADER  
SERVICE AGREEMENT**

**CUSTOMER INFORMATION (Print legibly)**

Company Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

This service has a fee of \$600.00 and is a one-time payment, giving you access for the entire calendar year. If the account is created after the end of January, the fee will be adjusted accordingly based on the remaining months left in the year.

**\*\*\*Subscription's will need to be renewed during the last week of December and paid for at that time for the following year of service. You will receive an email notifying you that the renewal period is approaching. If you have any questions or concerns you can contact the administrator at [sbrennan@duchesne.utah.gov](mailto:sbrennan@duchesne.utah.gov) or [cmascaro@duchesne.utah.gov](mailto:cmascaro@duchesne.utah.gov)**

Updated Geodatabase and Shapefile data will be uploaded on the first of every month. While the subscription is active, you will be able to access and download the files as many times as you need with no additional charge. **The service is provided to the Customer at the address listed above. The sharing of this connection with other offices/locations constitutes a violation of the contract and shall result in termination of services, the lapsing of the account, and the forfeiture of all fees.**

Once the contract has been accepted and payment for services has been received, you will receive instructions on how to create your unique username and password.

Please fill out, print, sign and return to the Duchesne County Recorders to complete your account set up.

Mail: PO Box 916 Duchesne, Utah 84021

Email: [sbrennan@duchesne.utah.gov](mailto:sbrennan@duchesne.utah.gov) or [cmascaro@duchesne.utah.gov](mailto:cmascaro@duchesne.utah.gov)

Bring in: 734 N Center St. Duchesne, Utah

**For Office Use Only**

Approval Date: \_\_\_\_\_ Account Number Assigned: \_\_\_\_\_

Payment for Account Setup Received: \_\_\_\_\_

In consideration for the County providing limited online remote access to Duchesne County ("County") public records, Duchesne County and Customer (collectively "Parties") agree to the following terms and conditions:

1. The County agrees to allow Customer access to certain computer systems for the sole purpose of downloading and using the Geodatabase and Shapefile's for the Duchesne County Parcel data.
2. The service is provided to the Customer only at the address listed above. The sharing of this connection with other offices/locations constitutes a violation of the contract and shall result in the immediate termination of services, the lapsing of the account, and the forfeiture of all fees. In its sole discretion, the County shall determine if a sharing violation has occurred.
3. The County does not guarantee uninterrupted service, or service at specific times or dates. Service will be available seven days a week. Customer acknowledges that the County performs most system maintenance (involving limiting access and the shutting down of systems) between 5 pm and 8 am and on weekends; however, on occasions the system will be unavailable during regular working hours or with short or NO notice. Customer also acknowledges that technical support will not be provided for customer's software or hardware.
4. The County assumes no liability or responsibility for damages to records, software or hardware of any off-site user caused by termination of service for any reason. The County is not responsible for incidental, consequential, or special damages arising out of the termination of service.
5. The Customer acknowledges that this online service is an additional service above and beyond what is required by state law and that the County can terminate the service, or any portion thereof, at any time upon written notice by the County.
6. The County, in its sole discretion, shall determine the number of remote access accounts.
7. The County has assessed a yearly charge for this service. This service charge is required to setup the account.
8. Costs of installing hardware, software or other costs necessary to allow the off-site user to access the County computer system shall be solely the responsibility of the user. The County shall provide to user software and hardware requirements/recommendations; however, the County does not endorse any particular software or hardware and does not provide support for any customer software or hardware.
9. The County currently uses Sunrise Engineering to host the website for downloading Geodatabase and Shapefiles. Customers will provide the client-side software required for this connection. The County reserves the right to change connection software at any time.
10. Customer shall provide a dedicated high-speed internet network connection. All connections will be made via the internet; no dial up service shall be provided.
11. The Customer acknowledges that the County network is owned by Duchesne County. This computer system, including all related equipment, networks devices (specifically including internet access) are provided only for authorized County use. The County computer systems may be monitored for all lawful purposes, including to ensure that their use is authorized, for management of the system, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. Monitoring includes active attacks by authorized County entities to test or verify the security of this system. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information may be examined, recorded, copied and used for authorized purposes. All information, including personal information, placed or sent over this system may be monitored. Use of the County computer system, authorized or unauthorized, constitutes consent to monitoring of this system. Unauthorized use may subject you to criminal prosecution; evidence of unauthorized use collected during monitoring may be used for administrative, criminal, or other adverse

action. Use of this computer system constitutes consent to monitoring for these purposes. Use of this computer system is subject to monitoring 24 hours a day 7 days a week.

12. The County may, from time-to-time, pass resolutions governing the use of the County's remote access system. This contract is subject to currently existing laws and regulations and shall be amended at the end of each year to conform to any laws or regulations passed by the County concerning this use.
13. Delivery of the service to the Customer shall be made by the County only after the customer has fully executed this agreement and returned it to County.
14. This Agreement does not constitute a sale of any title or interest in the records. The County reserves all rights not expressly granted to the Customer by this Agreement.
15. Some public records may be protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any un-approved purpose without the expressed written permission of the County. The customer shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the records or portion thereof to a third party without the expressed written permission of the County.
16. The records have been developed for internal use only. The Customer understands and acknowledges that the database and the records themselves are subject to constant change and that their accuracy and completeness cannot be guaranteed. The County makes no warranties or guarantees, either expressed or implied, of merchantability or fitness of such records for a particular purpose.
17. The County is not responsible for incidental, consequential, or special damages arising out of the use of the records provided to the Customer. The Customer agrees that the records shall be used and relied upon only at the risk of the Customer. The Customer agrees to indemnify and hold harmless the County, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, production, using or communicating the records or information contained therein.
18. In the event the Customer breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.
19. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, collateral information, and data products established or produced by the County or the vendors furnishing said items to the County.
20. This Agreement embodies the entire agreement between the Customer and the County. The parties shall not be bound by or liable for any statement, representation, promise inducement, or understanding of any kind or motive not set forth herein. No additional amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by the parties.
21. Neither this Agreement nor the rights granted by it shall be assigned or transferred by the Customer under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operations of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.
22. The Customer will do or cause to be done all things necessary to preserve its rights and meet its obligations under this Agreement.
23. This Agreement contains no financial commitments on the part of the County, and any financial commitments on the part of the County which become a part of this Agreement are subject to appropriation by the Duchesne County Commission.
24. The laws of the State of Utah shall govern this Agreement.

25. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this Agreement shall be in the Eighth District Court in and for Duchesne County, Utah located in Duchesne City, Utah.
26. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provision of the Agreement shall continue to be valid and enforceable.
27. The undersigned warrants to the County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement.

**Dated this** \_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_ .

I have read and agree to be bound by all the terms and conditions set forth in this agreement.

**Customer's Name (printed):** \_\_\_\_\_

**Customer's Name (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_