

# 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: \_\_\_\_\_

Contract User Information (For Business Relations and Login Notification)	User Information (Other than contact person listed above)
Name: _____	Name: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

\*\*Please note: **ONLY** the Authorized Person signing this contract will receive login information\*\*

## Please check an option below:

REDI Web **with** Images (\$25 per mo.)  
(Individual image charges apply – see Exhibit A)

REDI Web **without** Images (\$15 per mo.)

\*\*If nothing is checked, you will automatically be signed up for REDI Web **without** images\*\*

**\*\*A \$50 setup fee is required.** A check can be mailed in, or credit card information can be taken over the phone. Please make checks payable to Davis County Treasurer\*\*

### Please mail/email contract to:

REDI Web  
Davis County Government  
PO BOX 618  
Farmington UT 84025

kbass@daviscountyutah.gov  
801-451-3347

OFFICE USE ONLY		
Date Paid: _____ Paid With: Credit Card <input type="checkbox"/> Check <input type="checkbox"/> Check Number: _____ Received By: _____ Receipt/Invoice#: _____	<input type="checkbox"/> Vendor Enter in InfoSys _____ Vendor# _____ <input type="checkbox"/> InfoSys Client Database posted <input type="checkbox"/> REDI Web Setup Login: _____ PW: _____ <input type="checkbox"/> Emailed	<input type="checkbox"/> Mark's Signature <input type="checkbox"/> Contract Mailed Date given to Commission Office: _____ 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 and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

14. The persons executing this Agreement on behalf of a party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such party.

15. 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.