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Online Agency Login Subscriptions

To Whom It May Concern:

The Stanislaus County Assessor's Office has recently been notified of your desire to access the Assessor Agency Login on our website. An annual fee of \$300 is currently charged for accessing assessment information through the Assessor's Agency Login. This fee was established by ordinance adopted by the Board of Supervisors on June 8, 2004.

The \$300 annual fee will cover the cost of providing this service. The information available will include ownership, location information, and property characteristics for both unsecured and secured parcels. Increased search options will also be available.

Please review the attached service agreement. If you wish to use this service please fill in the user names, sign, date the agreement, and return it along with your payment.

Since the site was created to allow businesses and agencies to access assessment information necessary to conduct their business either a business license or some form of business identification will be required to register.

Please contact Neil Mazuelos at (209) 525-7647 or mazuelosn@stancounty.com if you have any questions regarding this process.

Respectfully,

Don H. Gaekle
Stanislaus County Assessor

USER AGREEMENT

STANISLAUS COUNTY ASSESSMENT INFORMATION

The Office of the Stanislaus County Assessor (hereafter "Service Provider") creates certain computerized files. These files do not contain confidential information as defined in California Revenue and Taxation Code Sections 408 and 408.3. These computerized records are made available for viewing through an on-line service accessible through the Service Provider's departmental web site.

Please carefully read the terms and conditions of this Agreement before registering to the Service Provider's on-line Service (hereafter "Service"). By registering and using the Service, you confirm YOUR ACCEPTANCE OF ANY AND ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Definitions

The terms used in this Agreement are defined as follows:

Service Provider: The Office of the Stanislaus County Assessor as duly authorized agent of Stanislaus County.

Agreement: This Agreement, as it may be amended at any time by the Service Provider.

Fees: The fees charged by the Service Provider for the supply of the Service.

Information: County assessment, in whatever form, contained in the Service.

Billing Cycle: Fiscal year - July through June.

User Site: One to five registered users.

Service: The information service supplied by the Service Provider under this Agreement.

1 - Use of the Service

- 1.1 The Service Provider grants you a non-exclusive and non-transferable right to access and use the Service and the Information contained therein.
- 1.2 The Service and the Information contained therein may not be stored and used to construct a database of any kind.
- 1.3 You must not allow any third party to use your personal identifier to access the Service.
- 1.4 Upon payment of the Fee and the completion of registration you may submit up to five user names per user site. One users will be designated as a main contact and is responsible for communicating with the Service Provider.

2 - No Warranty - No Liability

- 2.1 USER acknowledges this Service has been provided to allow easy access and a visual display of County assessment information. A reasonable effort has been made to ensure the accuracy

of the data provided; nevertheless some information may be out of date or may not be accurate. The Service Provider assumes no responsibility arising from the use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, expressed or implied, including but not limited to, the implied warranties for merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation code Section 408.3C]

- 2.3 California Government Code 6254.21 states that "No state or local agency shall post the home address or telephone number of any elected or appointed official on the Internet without first obtaining the written permission of the individual." To meet the requirements of Government Code 6254.12 and avoid posting this information to the Internet a user identification and password is required to access this information.

3 - Changes and Support

- 3.1 You accept that the Service Provider retains control over the form and content of the Service and has the right to change them at any time and at its sole discretion. You further accept that such changes may result in your being unable to access the Service without updating your system. In particular, the Service Provider shall be entitled to modify the transmission and delivery times, the transmission speeds, the delivery protocols, the data format and the contents of the Service. Where practicable, such modifications will be communicated to you within a reasonable timeframe.
- 3.2 You acknowledge that the Service Provider will provide you with no support for the Service.

4 - Fees and Payment

- 4.1 The annual fee for the Service is \$300.00. The fees cover the fiscal year July through June and will not be prorated. You will be responsible for the fee applicable to the Service, as well as all other charges, including those for any communication facilities which enable you to access the Service.
- 4.2 Payment for the Service will activate the registration process. Service Provider will refund Fee if the registration process is not completed.
- 4.3 Fee will cover up to five user names. Additional user names will require additional Fees.
- 4.4 The Service Provider may adjust or change the basis of calculation of the Fee by giving you notice on or before the commencement of your next billing period. Such change will be effective on the first day of the next billing period.
- 4.5 The Stanislaus County Board of Supervisors established this fee by Board Ordinance No. C.S. 876 at the June 8, 2004 board meeting.

5 - Registration

- 5.1 As part of the registration process necessary to obtain access to the Service, each user will be assigned both a user name and a password. You will provide the Service Provider with certain registration information, all of which must be accurate and updated whenever modified. See page 5 for Registration Form.

- 5.2 You shall be solely responsible for maintaining the confidentiality of your password. You shall immediately notify the Service Provider of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security. You are solely responsible for all usage or activity on your Service account, including, but not limited to use of the account by any third party authorized by you to use your user name and password.
- 5.3 You shall notify the Service Provider upon any change in registration status.

6 - No Warranty - No Liability

- 6.1 That Service Provider, its officers, employees and agents make absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, suitability, condition, or fitness for a particular purpose of the Information, nor as to whether such Information is up-to-date, complete or based upon accurate or meaningful facts.
- 6.2 That the Information has not been developed with the intent of use or benefit to anyone other than the Service Provider and has not been maintained in a manner intended to be useable, accurate or beneficial for your use.
- 6.3 The Service is provided on an “as is” basis without any warranties of any kind, fully expecting that there may well be errors and omissions in information.
- 6.4 You are reminded the Internet is subject to failure and delay and therefore the Service Provider cannot guarantee delivery of Service. The Service Provider cannot be held liable for problems with telecommunications networks, computer viruses, unauthorized access or issues related to your security arrangements.
- 6.5 You hereby forever waive any and all rights, claims, causes of action or other recourse that it might otherwise have against the Service Provider, its agents, officers, and employees for any injury damage of any type whatsoever, whether direct, indirect, incidental, consequential or otherwise, (including but not limited to personal injury and property damage, including loss of business profit), resulting from any error or omission in Information provided by Service.
- 6.6 You will indemnify, defend (upon request by) and hold harmless the Service Provider, its agents, officers and employees, from any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries or death to person or persons, or damage or destruction to property arising out of or in connection with or arising from the authorized or unauthorized use by you or your officers, employees, agents, assigns or customers of any information contained in any and all Information contained in the Service.

7 - Term and Termination

- 7.1 This Agreement will take effect from the date of your registration and will continue through the billing cycle.
- 7.2 You may renew the Service at the end of the term.
- 7.3 The Service Provider may immediately suspend or terminate this Agreement upon your failure to comply with any term or condition of this agreement. The Service Provider will further

provide written notice for the basis of the termination and provide you with an opportunity to respond in writing to the termination within 30 days. Upon a satisfactory showing by the Service Provider that no violation occurred, the provisions of the agreement shall be reinstated. The Service Provider, in its sole discretion, may also reinstate the agreement upon satisfactory demonstration by the User that the user has cured any violation so as to prevent future occurrences.

- 7.4 You may terminate this Agreement with or without cause at any time and the cancellation may only be effective at the end of the current term.
- 7.5 No refund of Fee will be made in relation to any termination that occurs before the end of the term.
- 7.6 Upon termination by you or upon notice of termination by the Service Provider, the Service Provider will destroy all user names and passwords.

8 - Entire Agreement

- 8.1 This Agreement contains the entire and complete understanding and agreement of the parties with respect to this matter. No prior agreement or understanding shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

User Signature: _____ Date: _____

Stanislaus County Assessor – Online Agency Inquiry Registration Form

Name of Business or Agency

Address of Business or Agency

Type of Business or Agency

Please include a copy of your business license, professional certificate, or other business identification.

Please list up to five registered users below. List the “Main Contact” on line 1 (shaded).

	Name	E-mail Address	Phone Number
1			
2			
3			
4			
5			