

# NEWTON COUNTY

## Website Access Agreement

The Newton County, Missouri Assessors website provides real estate information from the convenience of an internet enabled computer 24 hours a day. A username and password is required to access the detailed assessment information.

If you have not already done so, you will be instructed on how to create a username and password.

This agreement is hereby entered into by and between the **Provider**, the Newton County Assessor, 101 S. Wood Street, Neosho, Missouri 64850, and the **Subscriber** named below,

### County Officer

Cheryle Perkins  
Newton County Assessor  
101 S. Wood St.  
Neosho, MO 64850  
FAX:417-451-8392

### Subscriber

Individual Name \_\_\_\_\_  
Company/Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Email \_\_\_\_\_

**PROVIDER'S OBLIGATION:** Subject to the general terms on page 2, printed on the reverse hereof, the Provider agrees to provide, from the Providers databases on the computer system named above, assessment records as agreed to by the parties.

**SUBSCRIBER'S OBLIGATIONS:** Subject to the general terms on page 2, printed on the reverse hereof, the Subscriber shall pay the following fees:

Check One	Fee
Single User - One Year	\$200
Single User - 6 Months	\$150
Single User - One Month	\$50
Single User - One Day	\$10

Access will be granted to you when payment is confirmed received. Newton County must receive payment **PRIOR** to the renewal date to avoid interruption of services. A \$25 fee will be charged for any reconnections due to late payments.

**DISCLAIMER OF WARRANTIES, ALL DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.** The Provider is a statutory officeholder providing documents in various formats, has herein provided no guarantee those documents are in official format. It is understood that, while Newton County, Missouri has no indication or reason to believe that there are inaccuracies in information presented with this data, Newton County, Missouri makes no representations of any kind, including but not limited to warranties or fitness for a particular use or with respect to the information or data furnished.

**CERTIFICATIONS:** The Subscriber certifies that the Subscriber has read this entire Agreement and agrees to abide by its terms, including the general terms of page 2, to which this Agreement is subject. The undersigned signatory, on behalf of the Subscriber, certifies that the signatory has full authority to bind the Subscriber to this agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the latest day, month, and year written below.

### AGREED BY SUBSCRIBER

\_\_\_\_\_ Signature/Title Date

\_\_\_\_\_ Printed Name User Name

(Please Print)

### GENERAL TERMS

**LIMITED LICENSE:** Subject to the terms and conditions of this Agreement, the Provider grants to the Subscriber a nonexclusive non-transferable, limited license to access detailed information of Assessor

records either by downloading the same from the Provider's website, or in another agreed format to be used solely in the regular course of the Subscriber's business. The Subscriber is specifically prohibited from disseminating any data or information obtained, except as specifically authorized under this paragraph. The limited license granted hereunder shall include the right to quote insubstantial portions of the records in memoranda and similar work product created by the Subscriber, and the right to create photocopies shall not be created or provided in bulk or other third parties nor shall such records be transferred or copied in bulk in another medium (e.g. microfilm, microfiche, etc.), nor such records be made available to any third party. The Subscriber's violation of this limited license shall constitute a material breach of this Agreement. Payments are nonrefundable and user accounts are non-transferrable.

**LIMITATION OF CLAIM:** The Subscriber's exclusive remedy and the Providers entire liability hereunder, if any, for any claim(s) for damages made against the Provider, whether based on contract or negligence, shall be limited to the amount of charges paid by the Subscriber relative to the period of occurrence of the events which are the basis of the claim(s).

**SEVERABILITY:** If any provision of the Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

**WAIVER:** Failure of either party to insist on strict compliance with the provisions of this Agreement shall not constitute a waiver of that party's right to demand later compliance with the same or other provisions of the Agreement.

**FORCE MAJEURE:** The Providers performance here under is subject to interruption and delay due to causes beyond the Providers reasonable control such as acts of God, act of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain necessary supplies and the like.

**AMENDMENT OF AGREEMENT:** Except as otherwise provided herein, this Agreement may be amended, modified, renewed or supplemented only by a written instrument signed by the Provider and the Subscriber.

**NOTICES:** All notices, required or permitted under this agreement, shall be in writing and shall be given by certified mail, return-receipt requested to the party to be notified and the address set forth on page one.

**GOVERNING LAW:** This agreement shall be governed by the laws of the State of Missouri, and the same shall be in full force and effect upon the date of this agreement.

**VENUE:** Any action arising out of concerning this contract shall be brought only in courts located in Gasconade County, Missouri.

**ATTORNEY'S FEES:** If either party to this agreement shall place any matter arising out of or concerning this Agreement with an attorney, either to enforce their rights or to respond to a legal action brought by the other party, the losing party shall pay the prevailing party's attorney's fees and all other legal expenses and costs, which shall be regarded as cost of suit and not as damages.

**INTERGATION AND EFFECT OF AGREEMENT:** The headings of the several sections herein are for convenience only and do not define, limit, or construe the contents of such sections. This Agreement represents the entire understanding between the parties, and supersedes all prior negotiations, representations, and/or contracts, either oral or written.

**TERMINATION OF AGREEMENT:** This agreement may be terminated upon advance written notice to the other parties. The Subscriber's breach of any provision of the Agreement shall be grounds for immediate termination by Provider, without prejudice to any other rights.

X \_\_\_\_\_  
Signature/Title