

LICENSE FOR ACCESS TO RECORDED DOCUMENTS

THIS License for Access to the RECORDED DOCUMENTS processed and maintained by the Laramie County Clerk, (hereinafter referred to as "LICENSE") is provided by Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608 (hereinafter referred to as "COUNTY"), for the benefit of Cyndy Jackson 1507 Lampman Ct., Cheyenne ("USER").
(Print Name and Address of User) WY 82007

dba Research And Title Services

WHEREAS the Laramie County Clerk maintains computerized records of deeds, mortgages, leases and other documents affecting title to lands located within Laramie County.

WHEREAS the records are of interest to non-County agencies, businesses, and individuals.

WHEREAS in cases where the information is not protected from public access by law or regulations, the County may choose to make the records available by direct on-line access through a connection to a computer network.

WHEREAS the County may, at its sole discretion, offer a license to individuals or organizations enabling them to make use of the records as the County may offer under certain conditions.

TERM OF LICENSE

1. This License is revocable at the will of the County. By acknowledgement through signature below, USER understands and consents that revocation may occur at any time without notice.
2. In no event will the COUNTY be liable for any incidental, indirect, special or consequential damages, including, but not limited to, the loss of use, revenues, profits, savings or business as a result of the provision of or cessation of records obtained under this License.
3. On-line access will be permitted only to records and/or under conditions in which data security and the security of the COUNTY records can be insured.
4. COUNTY assumes no liability for errors, omissions, inaccuracy or incompleteness of records acquired pursuant to this License. If verified or certified data is required, USER shall contact the Laramie County Clerk.
5. Laramie County Information Technology shall be the agency responsible for managing COUNTY'S computer systems.
6. USER understands and agrees that on-line access to records and data are made available for the convenience of USER generally from un-audited working files.

7. COUNTY'S computer systems are maintained for the operational support of COUNTY'S agencies and staff. USER is not guaranteed any specific hours or access, response times or other levels of service. USER agrees that access or other services may be temporarily or permanently revoked at any time, in COUNTY'S sole discretion, if COUNTY determines that the provisions of the services or access is interfering or may interfere with COUNTY operations. USER agrees that access may be limited when COUNTY is downloading or program changes occur.

8. USER agrees that it must provide all software and hardware required for its use of this License. Further, if there are ongoing security and/or connectivity issues, Laramie County Information Technology, at its discretion, may require specific hardware and software be used.

9. USER will be billed \$100 monthly per computer used for access. Rates for services may be adjusted as deemed necessary by COUNTY. USER will be given at least thirty (30) days prior notice before implementation of rate changes.

10. USER will provide to COUNTY the name of each computer used for access upon execution of this agreement. USER shall not provide access from additional computers without modifying this agreement in writing and duly executed by all parties hereto.

11. USER agrees and warrants that the security of COUNTY'S computer systems shall not be violated, impinged or weakened by any action or failure to act on USER'S part in conducting operations pursuant to this License.

12. In using this License USER agrees to comply with all applicable Wyoming, federal and local laws, rules and regulations.

13. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this License because of race, color, gender, creed, handicapping condition, or national origin.

14. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in operating pursuant to this License to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

15. COUNTY does not waive its Governmental Immunity by issuing this License and COUNTY fully retains all immunities and defenses provided by law with regard to any action based on this License. In addition, COUNTY does not waive its sovereign immunity under contract, tort or any other applicable theory of law by issuing this License.

16. Neither party shall be liable to perform under the terms of this License if such failure arises out of causes beyond control, and without the fault or negligence of said party. Such causes may

include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

17. USER agrees to indemnify and hold harmless COUNTY from and against any and all loss, damages, injury or liabilities including attorney fees arising from or resulting out of the negligent acts, errors or omissions of USER its agents and/or employees in the use of this License. USER acknowledges its understanding of this paragraph and realizes a potential financial obligation to COUNTY in the event of litigation.

18. The parties mutually understand and agree this License shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this License is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provision of this License are fully severable.

19. The courts of the State of Wyoming shall have exclusive jurisdiction over any action arising out of this License.

20. COUNTY and USER affirm, to their knowledge, no COUNTY employee has any personal beneficial interest whatsoever in this License described herein. No staff member, owner or employee of USER compensated either partially or wholly with funds generated from this License, shall engage in any conduct or activity which would constitute a conflict of interest relative to this License.

21. Neither this License nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

22. This License (4 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

23. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

24. USER shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

BOARD OF COUNTY COMMISSIONERS

BY: _____
Amber Ash, Chairman
Board of Laramie County Commissioners

Date

ATTEST:

Debra K. Lathrop
Laramie County Clerk

Date

Cyndy Jackson
Authorized Signer for:

1-7-2015
Date

Cyndy Jackson
(Print Name of User)

Reviewed and approved as to form:

Date