

NDRIN Contract Information

1. First complete the required information on page 3 of the NDRIN contract.
2. To get faster access to the NDRIN website fax the completed NDRIN contract before 4pm to:

NDRIN
Attn: Denise Pieterick
Phone (701) 364-1280
Fax (605) 977- 9063
support@ndrin.com

3. Finally, mail the contract to:

NDRIN
1351 Page Drive SW Ste. 106
Fargo ND, 58103

**COUNTY OF CASS
PUBLIC INFORMATION INQUIRY AGREEMENT
FOR REMOTE ACCESS TO COUNTY COMPUTER SYSTEM**

THIS AGREEMENT is entered into between the COUNTY OF CASS, a political subdivision of the state of North Dakota, hereinafter referred to as "COUNTY" and a corporation OR partnership OR individual hereinafter referred to as "USER". Pursuant to this Agreement:

1. SERVICE DELIVERABLES

The COUNTY shall permit USER File Inquiry and print access to recorded land documents in participating counties. The information accessible under this agreement is known as the North Dakota Recorders Information Network (NDRIN).

2. FEES AND PAYMENT

The fees are as follows: \$100.00 one-time set-up fee, \$25.00 recurring monthly fee and \$1.00 per printed page. USER will be billed by the COUNTY on a monthly basis. Payment shall be made by USER within thirty (30) days after receipt of each bill. The monthly fee shall be payable whether or not USER has access to the public information during any month USER is permitted to access such public information.

USER agrees that in addition to the fees/charges provided herein, it will promptly pay all taxes, assessments and other governmental charges, if any, levied.

COUNTY reserves the right to designate what specific public information is available for online inquiry via the COUNTY Computer Network.

In the event of cancellation of service for any reason, another \$100 one-time set-up fee will apply to any resumption of services.

3. TERM AND NOTICE OF CANCELLATION

This Agreement shall commence on the date of its approval by the USER. The term shall be continuous. The Agreement may be terminated with or without cause by either party giving written notice delivered to the other party at least thirty (30) days in advance of the termination, or as otherwise provided for within the terms of this Agreement.

4. LIMITATION OF COUNTY LIABILITY/INDEMNIFICATION

The COUNTY does not warranty or guarantee the performance of the equipment, software, programming or access. Errors or omissions may occur in the data received on or through the pertinent equipment utilized by the USER. While the COUNTY shall endeavor in good faith to maintain a high degree of accuracy and efficiency in the services provided hereunder, the sole and exclusive remedy for any breach of this Agreement by the COUNTY and for COUNTY liability of any kind whatsoever, shall be limited to diligently restoring the services and/or any deficiency in said service of County-owned communications equipment as is reasonably possible under their pertinent circumstances. In no event shall the COUNTY be liable for actual, direct, indirect, special, incidental, consequential damages (even if the

COUNTY has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage.

USER agrees that neither County nor North Dakota Records Information Network are liable for any legal opinions or assumptions made based upon viewed images and/or data obtained pursuant to this agreement.

Public information furnished and to be furnished has been and shall be obtained from the COUNTY's records and is believed to be reliable. However, the accuracy, completeness, timeliness or correct sequencing of the information is not guaranteed by COUNTY. **THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR PARTICULAR USE, AND NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF THE SERVICE.**

5. INDEMNIFICATION

The USER shall defend, indemnify and save the COUNTY harmless from any liability, claims, damages, judgments, costs (including reasonable attorneys' fees), demands or actions arising, directly or indirectly, out of any act or omission on the part of the USER, its employees, officers, agents, contractors or representatives relating to the obtaining, use, and/or possession of information provided hereunder, USER's access to the computer system, including without limitation, the obtainment and any and all activities related thereto, and/or relating to the ownership, use or operation of USER's equipment and from all loss or liability by any reason of failure of the USER, in any respect, to perform fully or observe all obligations under this Agreement.

6. SECURITY/USER LIABILITY

USER agrees its personnel will only inquire into the data in the method prescribed and documented by COUNTY. USER further agrees that USER personnel will strictly follow the security policy established by the COUNTY regarding USER ID and PASSWORD security for access to the COUNTY computer system. It is understood that any access to the COUNTY computer system, originating from the equipment or phone line servicing USER, which does not follow the prescribed method of secure access will be prohibited. USER will be held fully liable, to the fullest extent of the law, for any breach of this agreement in the event of any unauthorized access to the COUNTY computer system.

7. COUNTY/USER RELATIONSHIP

It is agreed that nothing herein contained is intended or should be construed as creating or establishing the relationship of joint ventures or co-partners between the parties or as constituting the USER as the agent, representative or employee of the COUNTY for any purpose. The USER is to be and shall remain an independent USER under this Agreement. Any and all claims that may or might arise under the workers' compensation act of the State of North Dakota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the USER, its officers, agents, or employees shall in no way be the responsibility of the COUNTY, and the USER shall defend, indemnify and hold the COUNTY, its officers, agents and employees harmless from any and all such claims.

8. JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of North Dakota. Cass County shall be the appropriate venue and jurisdiction for any litigation arising hereunder, except that venue and jurisdiction in the Federal Courts shall be in the appropriate Federal Court within the State of North Dakota. If any provision of the Contract is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

9. AGREEMENT IN WRITING

This written agreement shall represent the agreement between the COUNTY and the USER. No oral agreement, guarantee, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto are integrated herein. USER acknowledges its signature binds it to the terms of this agreement without a further signature by COUNTY. No modification hereof shall be binding unless in writing and signed by both the COUNTY and the USER.

Approved on behalf of USER\COMPANY: _____

Address _____

E-mail Address _____

Phone Number _____

By: _____ (signature)

_____ (printed)

Its: _____ (position)

Dated: _____