



## **USER AGREEMENT TO VIEW DOCUMENT IMAGES AND DATA ON THE CASCADE COUNTY CLERK AND RECORDERS OFFICE WEBSITE**

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (name) \_\_\_\_\_  
of (address) \_\_\_\_\_ (city, state, zip) \_\_\_\_\_

entered into this user agreement with the Cascade County Clerk and Recorder (Clerk and Recorder) 121 4<sup>th</sup> St N Suite 1B-1, Great Falls, MT 59401, in order to provide access to customer to the Clerk and Recorders land record documents on the Clerk and Recorder's Cascade County website.

Clerk and Recorder shall provide customer access to land record document images to view and print documents that are recorded or filed in the Clerk and Recorder's office which begin in 2001, and data for records beginning in 1988. Document images are not available prior to 2001, and indexing is not available prior to 1988. Customer's access to the data and images shall be for legitimate business purposes only and customer shall not allow any other entities, businesses or private parties' access to this website. The User shall not sell or make available for sale copies of the records accessed through this User Agreement. This Agreement shall not be construed to prevent the User from providing, for compensation, a product or service, which includes, as an incidental part thereof, copies or partial copies of records accessed hereunder. User will limit its electronic access to County information to its employees, officers and directors and will treat the password provided pursuant to the Agreement as confidential and will not disclose such information.

Customer shall pay Clerk and Recorder the sum of \$150.00 per year for the right to access the Clerk and Recorder's Cascade County website. Customer will be billed the \$150.00 yearly fee every January. Partial year customer will initially be billed a one-time prorated fee of \$12.50/month for the remainder of that year; until the following January, at which time they will be billed the yearly \$150.00 rate from that date forward. Each client will be given a username and password to access the website.

## AGREEMENT BETWEEN USER AND CASCADE COUNTY

The Clerk and Recorder's Cascade County website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Clerk and Recorder's Cascade County website constitutes your agreement to all such terms, conditions, and notices.

## MODIFICATION OF THESE TERMS OF USE

Clerk and Recorder's Office of Cascade County reserves the right to change the terms, conditions, and notices under which the Clerk and Recorder's Cascade County website is offered, including but not limited to the charges associated with the use of the Clerk and Recorder's Office of Cascade County website. The Clerk and Recorder may increase/decrease the yearly access fee due to additional costs incurred by the Clerk and Recorder or the internet provided. Said costs may include but are not limited to the upgrading of equipment and/or programs or an increase in internet costs or any other costs associated with the computer access. The User shall be responsible for the purchase and maintenance of all equipment and software necessary at the User's place of business to permit utilization of the rights granted hereunder. The User will receive thirty (30) days advance notice of any fee increase.

## NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Clerk and Recorder's Cascade County website, you warrant to Cascade County that you will not use the Clerk and Recorder's Cascade County website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Clerk and Recorder's Cascade County website in any manner, which could damage, disable, overburden, or impair the Clerk and Recorder's Cascade County website or interfere with any other party's use and enjoyment of the Clerk and Recorder's Cascade County website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Clerk and Recorder's Cascade County websites.

## LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CASCADE COUNTY CLERK AND RECORDER AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE AT ANY TIME.

CASCADE COUNTY CLERK AND RECORDER AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE CLERK AND RECORDERS CASCADE COUNTY WEB SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR

CONDITION OF ANY KIND. CLERK AND RECORDERS CASCADE COUNTY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CASCADE COUNTY CLERK AND RECORDER AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE CLERK AND RECORDER'S COUNTY WEBSITE, WITH THE DELAY OR INABILITY TO USE THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE CLERK AND RECORDER'S CASCADE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CASCADE COUNTY CLERK AND RECORDER OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CLERK AND RECORDER'S CASCADE COUNTY WEBSITE.

#### TERMINATION/ACCESS RESTRICTION

Cascade County Clerk and Recorder reserves the right, in its sole discretion, to terminate your access to the Clerk and Recorder's Cascade County website and the related services or any portion thereof at any time, without notice but will provide a prorated adjustment.

#### GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the State of Montana, and you hereby consent to the exclusive jurisdiction and venue of courts in Cascade County, Montana, USA in all disputes arising out of or relating to the use of the Clerk and Recorder's Cascade County website. Use of the Clerk and Recorder's Cascade County website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cascade County Clerk and Recorder as a result of this agreement or use of the Clerk and Recorder's Cascade County website. Cascade County Clerk and Recorder's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Cascade County Clerk and Recorder's obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of the Clerk and Recorder's Cascade County website, or information provided to or gathered by Cascade County Clerk and Recorder with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable

provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Cascade County Clerk and Recorder with respect to the Clerk and Recorder's Cascade County website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Cascade County Clerk and Recorder with respect to the Clerk and Recorder's Cascade County website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English. In the event any portion of this user agreement is deemed invalid or void, the remaining portions shall remain in full force and effect. Any other information included on this index is strictly provided for the convenience of our customers. Customer agrees not to use the names obtained from the index to conduct unsolicited mailings, house calls, or phone calls. Customer realizes if it does not comply with the above disclaimer customer will no longer have access to this website. User acknowledges the information may occasionally be unavailable. The County expressly and specifically disclaims damages to User for any damages relating to its unavailability for any reason. This agreement cannot be assigned. Clerk and Recorder will not discriminate based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. Any amendments to this user agreement must be in writing. If customer breaches the conditions of this user agreement the Clerk and Recorder may immediately terminate customers' access to the website, without refund.

**Please sign and date this document in the presence of a notary.**

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and acknowledged before me by \_\_\_\_\_ on \_\_\_\_\_.

Notary  
Seal

\_\_\_\_\_  
Notary Signature

Cascade County Clerk and Recorder

\_\_\_\_\_  
Sandra Merchant by

Deputy

# Cascade County Website Usage Application

Today's Date \_\_\_\_\_

Business Name \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Phone \_\_\_\_\_ Email \_\_\_\_\_

Business Type \_\_\_\_\_

Other Authorized Contact (to reset password) \_\_\_\_\_

The fee to access the Cascade County Clerk and Recorder's website is \$150.00 per year. Customer will be billed this fee every January. As a partial year customer, you will initially be billed a one-time prorated fee of \$12.50 per full month for remaining months in current year (example: application received mid-June would need a \$75.00 payment for the remainder of this year July-December.) Once the completed user agreement, application and payment are received you will be given username(s) and password(s) to access the website. Please use next page for additional users. Confirmation will be sent to the emails you provide. Your password can be changed after the first sign on. If you need further assistance or if you forget your password, any authorized contact can reset it by calling 406-454-6801. Please return to:

Cascade County Clerk and Recorder  
PO Box 2867  
Great Falls, MT 59403-2867

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

## Cascade County Website Additional User Information Sheet

Today's Date \_\_\_\_\_

Business Name \_\_\_\_\_ | Contact Name \_\_\_\_\_

Billing Address \_\_\_\_\_ | Contact Phone \_\_\_\_\_

\_\_\_\_\_ | Contact Email \_\_\_\_\_

Please print clearly. Thank you.

| Name of user | Individual email address | Website User I<br>(If you already have one) |
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