

Town of South Kingstown

SUBSCRIPTION SERVICE AGREEMENT FOR SOUTH KINGSTOWN REAL ESTATE INTERNET

ACCESS TO SOUTH KINGSTOWN REGISTRY OF DEEDS LAND RECORDS

This agreement is made between the Town of South Kingstown acting through the South Kingstown Town Clerk, Dale S. Holberton, CMC hereinafter referred to as "CLERK", and

_____, of _____, hereinafter referred to as the "SUBSCRIBER", to provide internet access to certain land records within the custody of the South Kingstown Town Clerk, hereinafter known as "SOUTH KINGSTOWN REAL ESTATE".

1. The CLERK agrees to provide customer with one year of internet access to the land records information data base.
2. The fee for the subscription arrangement shall be fifty (\$50.00) dollars a year in advance. An additional fee of one dollar and fifty cents (\$1.50) per page will be charged for any image printed off the internet web site. SUBSCRIBER acknowledges that this is a debit-based service and understands that there must be sufficient monies on account with the CLERK to cover any chargeable activity or service will be denied.
3. SOUTH KINGSTOWN REAL ESTATE is provided on an "as is, as available" basis, normally seven days a week. The service will be unavailable for 4-6 hours each day to allow for data backup. This will generally be scheduled for the early A.M. hours between 12:00 a.m. and 6:00 a.m. The CLERK will endeavor to maintain the database in optimal working order. It is agreed and understood, however, that the SUBSCRIBER is not entitled to a refund of any portion of the subscription fee if the database is temporarily inaccessible.
4. The SUBSCRIBER acknowledges that the CLERK, EMPLOYEES AND AGENTS, and the TOWN OF SOUTH KINGSTOWN shall not be liable under any circumstances for any damages, including consequential or incidental damages, which may result from the supplying of inaccurate information. The SUBSCRIBER also agrees to indemnify, defend and hold harmless the CLERK and the TOWN OF SOUTH KINGSTOWN in any action arising from the SUBSCRIBER'S dissemination or use of the database information. **NEITHER THE CLERK, EMPLOYEES, NOR THE TOWN OF SOUTH KINGSTOWN WARRANT THAT THE INFORMATION OR DATA ACCESSED BY SUBSCRIBER IS ACCURATE OR CORRECT. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE.**

5. The SUBSCRIBER is responsible for and must provide all equipment necessary to access SOUTH KINGSTOWN REAL ESTATE. The SUBSCRIBER will not attempt to alter, tamper, or otherwise interfere with SOUTH KINGSTOWN REAL ESTATE indexes or data, nor will customer upload or download any SOUTH KINGSTOWN REAL ESTATE information from any computer or system without the express written consent of the CLERK.
6. The CLERK will debit the SUBSCRIBER'S account for documents printed.
7. Upon notice published over SOUTH KINGSTOWN REAL ESTATE or otherwise delivered to the SUBSCRIBER, the CLERK may modify this agreement, the operating rules, or the SOUTH KINGSTOWN REAL ESTATE service. Such modification may include, without limitation, price changes, billing methods, implementation of user priorities and discontinuance of parts of SOUTH KINGSTOWN REAL ESTATE.
8. This agreement may be terminated immediately by the CLERK and without notice to the SUBSCRIBER for SUBSCRIBER'S failure to comply with the terms of this agreement or if the CLERK fails to receive appropriate and continued funding for SOUTH KINGSTOWN REAL ESTATE.
9. This agreement represents the final and complete agreement of the parties, confers no rights on third parties and shall be modified as set out above or by a subsequent written instrument signed by all the parties and shall not be assigned. It shall be governed by Rhode Island law. It shall be effective upon its execution by the parties and the CLERK'S receipt of the annual subscription fee.

I agree to pay the CLERK, as agent for the TOWN OF SOUTH KINGSTOWN, rates in effect for the billing period in which SOUTH KINGSTOWN REAL ESTATE SERVICES ARE PURCHASED AND BILLED. I have read and fully understand the terms of this agreement and agree to be bound by them.

DATE: _____
 BUSINESS OR FIRM NAME: _____
 BUSINESS OR FIRM ADDRESS: _____
 AUTHORIZED SIGNATURE: _____
 PRINT NAME: _____
 TELEPHONE NUMBER: _____
 EMAIL ADDRESS: _____

Mail to: South Kingstown Town Clerk, 180 High Street, Wakefield, RI 02879
Don't forget to include checks and completed Remote Access Application with this agreement.

TOWN OF SOUTH KINGSTOWN

SOUTH KINGSTOWN REAL ESTATE – Internet Access Application

Bill to:

First Name: _____

Last Name: _____

Company Name: _____

Mailing Address:

Street 1: _____

Street 2: _____

City: _____

State: _____

Zip: _____

Contact:

First Name: _____

Last Name: _____

Telephone #: _____

Fax#: _____

E-Mail: _____

Please list the personnel you wish to authorize as remote users:

Name1: _____ User ID1: _____

Name2: _____ User ID2: _____

Name3: _____ User ID3: _____

Name4: _____ User ID4: _____

Name5: _____ User ID5: _____

Name6: _____ User ID6: _____

User ID's can be up to 10 characters and must begin with a letter.