

Norfolk County Registry of Deeds

SUBSCRIPTION SERVICE AGREEMENT for *Norfolk Deeds Online Research*

INTERNET ACCESS TO NORFOLK COUNTY REGISTRY OF DEEDS LAND RECORDS

This Agreement is made between Norfolk County acting through the Norfolk County Register of Deeds, William P. O'Donnell, hereinafter referred to as "REGISTER", and

_____, of _____, hereinafter referred to as "SUBSCRIBER", to provide internet access to certain public records within the custody of the Norfolk County Register of Deeds, hereinafter known as **NORFOLK DEEDS ONLINE RESEARCH**.

1. The REGISTER agrees to provide the customer with one year of internet access to the Norfolk County Registry's public records information database.
2. The annual fee for the subscription service shall be one hundred (\$100.00) dollars a year in advance. An additional fee of one (\$1.00) dollar 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 REGISTER to cover any chargeable activity or service will be denied. Deposit on account shall be made in increments of one hundred (\$100.00) dollars.
3. **NORFOLK DEEDS ONLINE RESEARCH** is provided on an "as is, as available" basis, normally twenty-two (22) hours a day, seven days a week. The service will be unavailable for two hours each day to allow for Registry data backup. These hours will generally be scheduled for the early A.M. The REGISTER 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 REGISTER, his employees and agents, and NORFOLK COUNTY 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 REGISTER and COUNTY OF NORFOLK in any action arising from the SUBSCRIBER'S dissemination or use of the database information. **NEITHER THE REGISTER NOR HIS EMPLOYEES NOR THE COUNTY OF NORFOLK 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 computers and other equipment necessary to access **NORFOLK DEEDS ONLINE RESEARCH**. The SUBSCRIBER will not attempt to alter, tamper, or otherwise interfere with **NORFOLK DEEDS ONLINE RESEARCH** indices or data, nor will SUBSCRIBER upload or download **NORFOLK DEEDS ONLINE RESEARCH** information from any computer or system without the express written consent of the REGISTER.
6. The REGISTER will debit the SUBSCRIBER'S account for document pages printed. SUBSCRIBER is responsible for maintaining a positive account balance.
7. Upon notice published over **NORFOLK DEEDS ONLINE RESEARCH** or otherwise delivered to the SUBSCRIBER, the REGISTER may modify this Agreement, the Operating rules, or the **NORFOLK DEEDS ONLINE RESEARCH** service. Such modification may include, without limitation, price changes, billing methods, implementation of user priorities and partial or complete discontinuance of **NORFOLK DEEDS ONLINE RESEARCH**.
8. This Agreement may be terminated immediately by the REGISTER and without notice to the SUBSCRIBER for SUBSCRIBER'S failure to comply with the terms of this Agreement or if the REGISTER fails to receive appropriate and continued funding for **NORFOLK DEEDS ONLINE RESEARCH**.
9. This Agreement represents the final and complete agreement of the parties, confers no rights on third parties and shall be modified only 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 Massachusetts law and venue for any action shall be Norfolk County. It shall be effective upon its execution by the parties and the REGISTER'S receipt of the annual subscription fee.

I agree to pay the REGISTER, as agent for the COUNTY OF NORFOLK, rates in effect for the billing period in which **NORFOLK DEEDS ONLINE RESEARCH** services are purchased and billed. I have read and fully understood the terms of this Agreement and agree to be bound by them.

Business / Firm Name: _____

Address: _____ Tel: _____

Authorized Signature: _____ Date: _____

Approved - Norfolk County Registry Of Deeds: _____