

Real Estate Sales Data Search Service Agreement

THIS REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between Leavenworth County, Kansas, a municipal government under the laws of the State of Kansas, by and through the county appraiser ("County"), and

("Member"), with its principal offices located at _____

WHEREAS, the County Appraiser has developed an Internet site whereby persons authorized by K.S.A. 79-1437f can access Leavenworth County real estate sales information; and

WHEREAS, the County and Member desire to enter into an agreement for access to the real estate sales data on the Appraiser's Internet site.

NOW, THEREFORE, in the consideration of the mutual promises and covenants contained in this Agreement, the County and Member agree as follows:

I. SERVICE

- 1.1 The County agrees to provide on-line access to Leavenworth County real estate sales information to Member pursuant to the terms and conditions stated in this Agreement ("Services"). Member shall access the Service via the Appraiser's web site ("Web Site") through the use of an ID and password. The County will provide maintenance and support for the Service. No other services are provided under this Agreement. The real estate sales information provided through the service will include the information obtained from the real estate sales validation questionnaires required by K.S.A. 79-1437c.
- 1.2 Member is responsible for establishing and providing its own connection to the Appraiser's Web Site.
- 1.3 Member acknowledges and agrees that the Appraiser's Web Site was developed by and is solely owned by the County and that it will remain the exclusive property of the County.

II. FEES AND PAYMENT

- 2.1 Member shall and hereby agrees to pay to the County an annual service fee in the amount of \$250.00. Payment for the year of service is due on _____, 20__. Payments shall be made to:

- 2.1.1 The first ten (10) days for the date entered into this Agreement, no charge shall be imposed for the Service. At the end of the first ten (10) day period, Member shall have the option of terminating this Agreement at no cost to the member. To avoid any fee being charged, Member shall give written notice of termination to the County no later than close of business the tenth (10) day. If Member fails to provide such notice, then this Agreement shall remain in full force and effect and member shall pay the Service fee as provided herein. Each Member shall be limited to one free trial period.
- 2.1.2 The County expressly reserves the right to increase the fees set forth above. The County shall provide to Member thirty (30) days written notice of any such increase and Member shall have the option of terminating this Agreement within the thirty (30) day notice period if Member objects to the fee increase.

III. MEMBER'S RESPONSIBILITIES AND CERTIFICATION

3.1 Member acknowledges and agrees that only those persons authorized by K.S.A. 79-1437f are eligible to access the Service. Member certifies that it is authorized by K.S.A. 79-1437f to access the Service, including the data contained in the real estate sales validation questionnaires, because Member is one of the following or entities and will use the data for one of the following purposes (Check appropriate box):

- K.S.A. 79-1437f (i) person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling such person's statutory duties and providing information on market value of property to clients and customers;
- K.S.A. 79-1437f (d) appraiser's licensed or certified pursuant to K.S.A. 58-4101 et seq., and amendments thereto, for appraisal of property and preparation of appraisal reports;
- K.S.A. 79-1437f (e) financial institutions for conducting appraisals as required by federal and state regulators;

3.2 Member agrees that its use of Service and of information obtained through the Service will be solely for purposes authorized by K.S.A. 79-1437f and that the information obtained for the Service will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.

3.3 If Member's status changes, K.S.A. 79-1437f is amended or repealed, or if for any other reason Member is no longer authorized under K.S.A. 79-1437f to access the contents of real estate sales validation questionnaires, member shall immediately notify the County and this Agreement shall automatically terminate without further notice.

3.4 Member is solely responsible for its use of the Service. Member agrees that it will not use the Service for any illegal purpose, in infringement of copyright, trademark, intellectual property of proprietary rights or laws, or in any manner of for any purpose that interferes with or disrupts other users, services, or equipment.

3.5 The County shall provide to Member a user ID and password accessing the Service. Member is solely responsible for managing its user ID and password. Member shall take all necessary and appropriate security measures to insure that Member's user ID and password is not disclosed to other persons or entities. Member shall not share, loan, assign, transfer, or release its user ID and password to any other person or entity.

3.6 Member agrees that it will not use the data and information obtained through the Service for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed in such data, nor will Member sell, give or otherwise make available to any person any list of names or addresses contained in or derived from data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. Member had read K.S.A. 45-220 and K.S.A. 21-3914 regarding the prohibition against using data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the data and information obtained through the Service.

IV. DISCLAIMER OR WARRANTIES

4.1 The County shall operate and maintain the Web Site, contingent upon the County's network and equipment capacity, and connection availability. Member acknowledges and agrees that the County does not operate or control the Internet or the World Wide Web.

4.2 The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any information, products, or services provided pursuant to this Agreement or through the Web Site. Member acknowledges and agrees that the Web Site is for informational purposes only. The information, products, or services provided pursuant to this Agreement or through the Web Site are provided on an "as is" and "as available" basis without warranties of any kind, express or implied, including but not limited to warranties of title, no infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the County's employees, agents, or contractors shall create a warranty. Under no

circumstances shall the County be liable for any direct, indirect, incidental, special, punitive, or consequential damages or losses that result from Member's use of or inability to access any part of the Web Site or Member's reliance on or use of information, products, or services provided on or through the Web Site or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance.

V. TERMINATION

5.1 This Agreement shall continue from year to year until terminated by either party as provided herein. Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. Upon submission of such notice, this Agreement shall terminate at the conclusion of the thirty-day notice period. The annual service fee will not be pro-rated and refunded due to Agreement termination by the Member.

VI. MISCELLANEOUS

6.1 The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.

6.2 This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.

6.3 Any modifications or waiver of any provision in this agreement shall not be effective unless made in writing.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

6.5 Member shall not assign, transfer, convey, sublet, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the County.

MEMBER

BY: _____

TITLE: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

LICENSE NUMBER: _____

LEAVENWORTH COUNTY, KANSAS

BY: _____

Bob Weber, County Appraiser

DATE: _____