

**POTTAWATOMIE COUNTY**  
**ON-LINE PARCEL SEARCH SERVICE AGREEMENT**

This Real Estate Sales Data Search Service Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Pottawatomie 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 \_\_\_\_\_ (“Member”).

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

WHEREAS, Member is an authorized person under K.S.A. 79-1437f and has requested access to the real estate sales data on the Appraiser’s Internet site; 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 consideration of the mutual promises and covenants contained in this Agreement, the County and Member agree as follows:

**I. SERVICES**

- 1.1** The County agrees to provide on-line access to Pottawatomie County real estate sales information to Member pursuant to the terms and conditions stated in this Agreement (the “Service”). Member shall access the Service via the Appraiser’s web site (“Web Site”) through the use of a user 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 initial one time buy-in fee in the amount of \$ 250, due the first time a Member sign a contract with the County for the on-line parcel search program. Member also agrees to pay County an annual service access fee in the amount of \$350, due on January 1, for all levels of access in the on-line parcel search program; or Member agrees to pay \$100, due on January 1, for level two (2) access in the on-line parcel search program. Member shall also agree the renewal of contract will take place with County receiving correct fees by Member on or before January 1 of each successive year in an amount set forth by the County Appraiser. This amount may vary from the amount set forth in this contract due to an increase cost of maintenance, and or varied amount of users. There will be no proration of any fee for any Member who signs after January 1.

All payments shall be made to:

Pottawatomie County Appraiser's Office  
P.O. Box 288  
Westmoreland, Kansas 66549

**2.2** 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. County shall terminate service to Member on December 31 of the year the Member provides formal written notice to County to terminate agreement if Member has paid annual service access fee for that calendar year. If Member provides formal written notice to terminate agreement after January 1 without payment of the annual service access fee for that year, County shall immediately terminate service.

**2.3** Services may be reinstated to a terminated Member following the signing of a new agreement and payment of the annual service access fee. An initial onetime buy-in fee **shall not** be charged to a previously terminated Member but the County Appraiser may charge a reinstatement fee, to be determined at the time of reinstatement, to offset costs associated with system upgrades.

### **III. MEMBER'S RESPONSIBILITIES AND CERTIFICATION**

**3.1** Member acknowledges and agrees that only those persons names, given to the County at the time of contract signing, will have access and authorization to the on-line parcel search program under the signers name and or business/entity. Furthermore Member acknowledges and agrees to K.S.A. 79-1437f because Member is one of the following persons or entities and will use the data for one of the following purposes (Check appropriate box):

K.S.A. 79-1437f (d) appraiser 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;

K.S.A. 79-1437f (i) a person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling their fiduciary duties to clients and providing information on market value of property to clients.

Person, business and or entity is going to access the online parcel search for personal or business use and will not have access to sales information.

**3.2** Member agrees that its use of the 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 from 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. 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. There will not be a pro-ration of fees in the event of termination prior to the end of the contract year.

- 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 or proprietary rights or laws, or in any manner or 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 such 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 has read K.S.A. 45-220 (Attachment 'A') and K.S.A. 21-3914 (Attachment 'B') regarding the prohibition against using data for direct or indirect solicitation agrees to comply with all applicable laws regarding use of the data and information obtained through the Service.

#### **IV. DISCLAIMER OF WARRANTIES**

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.

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**

This Agreement shall commence on the execution date of their contract and continue thereafter annually from January 1<sup>st</sup> of each year until termination 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. There will not be a pro-ration of fees in the event of termination prior to the end of the contract year.

## **VI. MISCELLANEOUS**

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.

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.

Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.

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

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**

**POTTAWATOMIE COUNTY, KANSAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Lois E. Schlegel, County Appraiser

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**USER NAMES AND PASSWORDS OF ALL USERS**

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1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

7) \_\_\_\_\_

8) \_\_\_\_\_

9) \_\_\_\_\_

10) \_\_\_\_\_