

PETER ALDANA COUNTY OF RIVERSIDE ASSESSOR-COUNTY CLERK-RECORDER

Assessor (951) 955-6200

County Clerk-Recorder (951) 486-7000

Mailing Address P.O. Box 751 Riverside, CA 92502-0751

www.rivcoacr.org www.riversidetaxinfo.com

Dear Customer:

The Office of the Assessor-County Clerk-Recorder ("ACR") has reviewed your request to purchase certain data and information from our office, comprised of specific records in the possession of the ACR, which data and information is neither privileged nor confidential. The following terms shall apply to the data provided to you (the "Customer"):

CONDITIONS OF AGREEMENT

In consideration of the agreement of the ACR to provide the data and information to the Customer, the Customer understands and agrees to the following:

- 1. The Customer must complete and return a Data Distribution Work Order (see Attachment A) and remit to the ACR before distribution can begin.
- 2. The Customer agrees to purchase data at our Board of Supervisors' approved rate. The rates are reviewed annually and are subject to change.
- 3. The ACR will deliver electronic files via FTP or Google Drive. The ACR is not responsible for items lost after delivery.
- 4. For recurring orders, the Customer will be billed on a monthly basis and payment is due upon receipt. Orders submitted for accounts that are in arrears will not be fulfilled until the account is made current.
- ACR may show a tentative assessed value for the roll being prepared. The amount shown is subject to change prior to actual delivery of the final certified annual assessment roll and no reliance on it shall be made.
- 6. Any and all information in the original form provided to the Customer under this agreement is for use of Customer only and will not be conveyed in such original form to any other entity or person, including without limitations a firm, agency, or individual. With the exception of the following, the Customer agrees that any other use of the purchased data or backup copies is prohibited without prior written approval by the ACR:

- i. The Customer may produce up to two (2) copies of the purchased data on any media to facilitate the Customer's internal system backup and retention procedures for both on-site and off-site storage. However, the Customer's use of the backup copies is limited to restoring the Customer's database with the original data, which is lost due to technical malfunction. Moreover, the Customer shall remain responsible for any mishandling or illicit distribution of data in connection with the backup and/or retention procedures and assumes full liability for violation of any of the terms of this agreement by the Customer's affiliates, employees, agents, or independent contractors.
- ii. The Customer may use the purchased data to develop and maintain internal cross-reference systems for automated validation and assignment of parcel numbers to legal descriptions, property addresses and owners' names.
- iii. The customer may incorporate limited portions of the purchased data into customer's products and services on a transactional basis, in the ordinary course of business.

All access methods and/or inquiry formats will be subject to approval by the ACR before release to any third party.

 Notwithstanding any other provision of this agreement, the Customer further agrees to abide by the following "Disclaimer". Failure to abide by the "Disclaimer" will cancel this agreement.

Disclaimer:

In order to protect the integrity of the information, the file(s) is/are provided to the recipient from the County of Riverside only for use in the recipient's own internal business operations. Except as expressly permitted herein, the information contained in the file(s) is not for further resale, distribution or duplication. The information contained in the file(s) is current only as of the date of first publication and is not intended to replace any legal records. The County is not responsible for any errors or omissions in the information contained in the file(s). Additional investigation or research into other sources by the recipient of the file(s) may be required. The County of Riverside accepts no responsibility or liability and provides no warranty for the use of the information contained in the file(s). The County is not responsible for any computer virus or harmful code which might be contained in the file(s). NOTHING HEREIN SHALL PREVENT THE JOURNALISTIC USE OF THE INFORMATION BY THE CUSTOMER.

ACR Data Distribution Agreement Page 3 of 3

- 8. The ACR will make every effort to distribute the Recorder index data as soon as the recording day is released. However, there is no guarantee as to the timeliness of the distribution of the data.
- 9. Due to unforeseen errors that may occur on the Recorder indexes, the ACR may update the indexes to correct the errors. Updates made to the index after the recording day is released are not reflected in the file. If the Customer wants to purchase updates for previous years' indexes, the Customer must contact the Recorder's Office to purchase all updated indexes to previous year's recordings.
- 10. Both parties agree to provide a 30-day written notice to cancel this agreement.

Peter Aldana Assessor-County Clerk-Recorder

I (NAME), HEREBY DECLARE THAT I HAVE READ AND UNDERSTAND THIS ORDER AND AGREEMENT, AND THAT I AM DULY AUTHORIZED TO PLACE THIS ORDER ON BEHALF OF THE AGENCY, FIRM OR INDIVIDUAL IDENTIFIED ABOVE AS THE CUSTOMER, AND TO BIND THE CUSTOMER TO THE ABOVE TERMS AND CONDITIONS.
Company Name (print):
Company Street Address:
Company City/State/ZIP:
Authorization Name (print):
Position Title:
Authorization (signature):
Date: