

SIGNUP INSTRUCTIONS FOR OPIS

A. PURPOSE OF THIS FORM

This form is required to provide the information necessary to create a volume user account. The User Account is used to acquire information from Box Elder County's OPIS site.

B. GENERAL FILING INSTRUCTIONS

After printing out this form, please fill in all applicable information by typing or clearly printing in black ink only. Sign only in blue ink. After completing, please mail the original form including required money to 01 South Main St., Brigham City, Utah 84302. Please make any checks payable to Box Elder County Recorder. The County will process the form in a timely manner. If all information is in order, you should receive an e-mail within 10 working days of the County receiving the original document. If you have any questions contact Chad by phone (435) 734-3301 or e-mail cmontgomery@boxeldercounty.org.

C. WHO NEEDS TO FILE THIS FORM

This form must be returned to the Box Elder County Recorder's Office **before** a user name and password will be issued for plans 1-3. The User Agreement is to be filed by:

- The company owner or other authorized individual who is authorized to sign on behalf of the company to create legally binding contracts.
- An individual who will be using a volume user account when accessing OPIS.

D. PRIVACY ACT NOTICE

The information collected on this form will be used to create the user account within Box Elder County. This information may also, as a matter of routine use, be disclosed to other Federal, State, and local agencies for use in civil action against the User because of a breach of contract. Submission of the information is voluntary. Failure to provide the information will result in denial of a User Account.

E. PENALTIES

If you include information that you know to be false, you may be liable of criminal prosecution under the laws of the United States. Also failure to notify Box Elder County of any change of address may result in having the User Account discontinued by Box Elder County. Please mail or fax (435-723-7562) a short statement giving the User's name, a new address and signature of person requesting the change (please type name of signer under the signature). Note that it is to update your User Account and not for property tax purposes. Failure to complete and maintain all obligations agreed to in this form will result in legal action against the User as set out in part II of this form.



01 SOUTH MAIN
BRIGHAM CITY, UT 84302
(435) 734-3391

ONLINE PROPERTY INFORMATION SYSTEM (OPIS) USER AGREEMENT

This agreement, dated _____ 20____, is made between the Box Elder County Recorder/Clerk's office (the "Owner") and the system User, known as _____, for the purpose of providing the User with on-line access to certain information which is accumulated or created by the Owner in the normal course of County business.

I. PERIOD OF AGREEMENT

This agreement will remain in force until canceled in writing by either party. This cancellation notice must be received at least fifteen (15) days prior to the actual cancellation date. Written amendments relative to various aspects of the User Agreement may be required from time-to-time and the User will have the option of accepting amendment conditions or terminating the Agreement. These amendments may appear on our Internet home page and will be available in our office.

II. DATA AVAILABLE

The Owner will make available data related to various County activities. This agreement specifically excludes providing information that is established as protected, reserved, or otherwise restricted by any currently valid law or statute at any level of government.

II. ACCESS PLANS & RATES

There are three different pricing plans for accessing the data. **Please select the plan that best suits your estimated level of usage.** (Plans may be changed at the beginning of any billing cycle.)

Plan 1: High volume users (more than 20 hits per month)

Plan 2: Low volume users (20 hits or fewer per month)

Plan 3: Low volume users (10 hits or fewer per month)

(A "hit" is defined as a view of a page of data, such as a tax roll information sheet, an abstract, plat map or a document image. Once viewed, the data may be printed, however, the hit registers whether the page is printed or merely viewed. More information is available upon request.)

Set-up fees are charged for all plans and monthly fees are charged for Plans 1 & 2 but not for Plan 3, which is designed for users desiring access on a single usage basis. Set-up and monthly fees shall be charged as follows:

SET-UP & MONTHLY FEES	PLAN 1	PLAN 2	PLAN 3
Account set-up fee (one-time fee)	\$50.00	\$50.00	\$50.00
First month's usage fee (due at time of set-up)	\$125.00	\$50.00	\$0.00
Total due at time of setup	\$175.00	\$100.00	\$50.00

For Plans 1 & 2, the account set-up fee and the first month usage fee must be submitted with this User Agreement Form. Plan 3 must submit the one time set-up fee and this User Agreement Form. Neither account set-up fees nor monthly fees are refundable regardless of length of account usage or changes to plan type.

Plans 1 and 2 are billed a flat rate for their given allotment of hits and are charged \$1.00 for each hit over the allotment. Rates and allowed hits are described as below:

Plan 1: High volume users will be allowed 0-150 hits for a flat rate of \$125.00 per month.

Plan 2: Low volume users will be allowed 0-25 hits for a flat rate of \$50.00 per month.

Plan 3 is set up for Single Users and are billed strictly on use or number of hits. Hit fees for plan 3 are charged at the following rates:

Abstract \$2.00 Tax Roll \$2.00 Documents \$3.00 Plat Maps \$3.00

Monthly fees and hit fees will be billed through the County Recorder's Office every two months. Invoices are payable upon receipt. Termination or cancelation of the contract by the user must be received in writing. The final bill will be mailed the next billing cycle after termination of the contract. After two unpaid billing cycles the Owner shall have the right to terminate the User's right to access the service without notice. Reinstatement of access rights may be provided upon two conditions:

- 1) The payment of all past due invoices,
- 2) The payment of a second account set-up fee in the amount reflecting their plan type.

(The Owner reserves the discretion to refuse access a second time if the User does not comply with the agreement.)

Any costs, including attorney's fees and court costs, incurred by the Owner in the collection of default payments or returned checks will be paid by the User. The parties agree that this agreement shall be subject to the laws of the State of Utah.

Refunds are made only when the Owner determines an error has been made and refund is authorized. Credit to accounts will be applied where error is determined and refund is not authorized.

IV. SYSTEM AVAILABILITY

A. The Owner will provide access to the system 24 hours a day, 7 days a week. The Owner assumes no responsibility for system downtime during the hours of availability. The User is hereby made aware that the system may be unavailable at the option of the Owner.

B. The User is fully responsible for the provision and maintenance of User site equipment, including personal computers, software, hardware, data-modems, as well as their personal hook-up to the Internet. The Owner accepts no responsibility for images or information lost due to Internet or User system failure.

C. The User acknowledges that Box Elder County asserts that the Data Services System and all materials generated by it are protected by the copyright laws of the United States and that, accordingly, the User will not make any further distribution or commercial use of the system or the materials generated by it without written approval of the governing body of Box Elder County.

V. SYSTEM SECURITY

The User has sole responsibility for the protection and security of their password and User I.D. Users are responsible for all hit fees accruing against their account. There will be a \$25.00 service charge for the reassignment of a User I.D. All users and assignees are subject to the terms and conditions of this user agreement.

VI. GENERAL

The Owner does not expressly or impliedly warrant that the information or data accessed by the User is accurate or correct. The Owner shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any Amendments or Attachments to it. In no event shall the Owner be liable for any special or consequential damages or for any indirect damages resulting from the User's application or use of the information extracted using the system.

VI. AUTHORIZED SIGNATURES

Select One Plan Type:

- Plan 1:** High volume users (more than 20 hits per month)
- Plan 2:** Low volume users (20 hits or fewer per month)
- Plan 3:** Low volume users (10 hits or fewer per month)

Select One User Type From Below:

Company / Corporation use

Company/corporation name: _____
(Type or print name)

Name of Authorized Agent: _____
(Type or print name)

Title of Authorized Agent: _____

Federal Tax ID : _____ Utah State Tax ID : _____

Company type: _____

Address: _____

City/State/Zip: _____

Telephone number: _____ Fax number: _____

E-mail: _____

Billing Contact: _____

Billing Address: _____

Billing City/State/Zip: _____

Billing Phone: _____ Billing Fax: _____

Billing E-mail: _____

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As an authorized agent, the above listed Company /Corporation guarantees payment of any unpaid balance under this User Agreement.

Dated: _____

(Company/corporate name)

By: _____
(Authorized agent)

(Title or position)

Personal / Individual Use

User's name: _____
(Type or print name)

Address: _____

City/State/Zip: _____

Telephone number: _____ Fax number: _____

E-mail: _____

Billing Contact: _____
(If different than user)

Billing Address: _____

Billing City/State/Zip: _____

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I agree to personally guarantee payment of any unpaid balance under this User Agreement.

Dated: _____

(User signature)

(User name—type or print)

Please complete this form by providing the requested information, select the type of usage plan desired and submit to the Box Elder County Recorder/Clerk's office with a check for \$170.00 dollars for Plan 1, \$130.00 for Plan 2, or \$50.00 for Plan 3.

***** **FOR COUNTY USE ONLY** *****

Reviewed by: _____ Account number: _____

User Name: _____ Password: _____

Date assigned: _____