

**NEWAYGO COUNTY TREASURERS TAX AND  
DELINQUENT TAX INTERNET PRD ACCESS AGREEMENT**

The County will make reasonable attempts to provide and maintain a functioning method of accessing delinquent tax information via Internet. There will, however, be routine maintenance during which the computer system will be inoperable (down) as well as occasional electrical supply shortages, software debugging, upgrading and other unforeseen interruptions in system operation. The County does not represent its ability to provide access at all times and under all conditions. The County will provide reasonable notice of planned maintenance to the system, but beyond that no assurance is given as to the timely availability of the system.

To the fullest extent permitted by law, anyone utilizing this Agreement to access information from the Newaygo County Treasurer's Office, including any company, organization, individual or anyone claiming through such by way of subrogation or otherwise, agrees to defend, pay on behalf of, indemnify, and hold harmless the County of Newaygo and its elected or appointed officials, employees, volunteers and others working on behalf of the County against any and all claims, demands, suits, or losses, including all costs and attorney fees connected therewith, and for any damages that may be asserted regarding any access to or use of such information.

User(s) agree to all the provisions set forth in this contract with Newaygo County and the Newaygo County Treasurer's Department. User(s) agree to pay twenty-five cents (\$.25) per-retrieval to a maximum of eight hundred (800) retrievals or Two Hundred Dollars (\$200) per month, after which there will be no additional cost to the user that month. The amount due shall be billed quarterly by the Newaygo County Treasurer, and is due and payable within thirty (30) days thereof to the Newaygo County Treasurer. Use of the system by the participating agent or agencies shall not be a determining factor in apportioning costs.

User(s) must establish an account by filling out the lower portion of this contract. User(s) will be issued a username and confidential password, which will be used for access, and to determine billing costs. User(s) are not to share this password or username with any other individual or organization. The result of giving password and username to unauthorized individuals or organizations could result in denied access and cancellation of the contract. Any violation in accessing a database for which a username and password was not authorized shall be a breach of confidentiality and privacy subject to damages, costs, and attorney fees as determined by a court of competent jurisdiction.

This Agreement may be terminated by either the County or by the party obtaining access upon the provision to the other party of thirty (30) days advance written notice of termination.

Dated: \_\_\_\_\_

|   |                             |
|---|-----------------------------|
| _____                                   | For Billing Purposes: _____ |
| Username (PLEASE PRINT)                 | Name/ Company/ Organization |
| _____                                   | Mailing Address: _____      |
| User Signature/ Responsible for Payment | _____                       |
|   | _____                       |
|   | _____                       |

|                |               |              |
|----------------|---------------|--------------|
| _____          | _____         | _____        |
| Contact Person | Email Address | Phone Number |

Title/ Organization/ Company: \_\_\_\_\_

By: \_\_\_\_\_  
Holly Moon, Newaygo County Treasurer

(For IS Dept/ County Treasurers use ONLY)

|                 |       |                                  |
|-----------------|-------|----------------------------------|
| Approved: _____ | _____ | _____                            |
| IS Dept         | Date  | Treasurer Designated Coordinator |

