



Timothy C. Idoni
Westchester County Clerk

110 Dr. Martin Luther King, Jr. Blvd. – Room 330
White Plains, NY 10601
Attn: Hulda Martinez

Registered User Contact Information

Please type or print clearly

Business / Individual Name: _____

Contact Person: _____

Address: _____

_____, State _____, Zip Code _____

Phone Number: _____

E-mail: _____

Instructions (Please read)

- 1. BE SURE TO EXECUTE THE AGREEMENT IN TRIPPLICATE (3) WITH ORIGINAL SIGNATURES ON EACH.**
2. Date the top of each agreement and complete all blank areas, including individual / business name and individual / business address.
3. **LICENSEE'S ACKNOWLEDGMENT** must be signed in applicable section before a Notary Public.
4. **CERTIFICATE OF AUTHORITY**
 - a. if a SOLE OWNER – **DO NOT FILL OUT** - indicate same in company letterhead
 - b. only executed if Licensee is a Corporation. Corporate acknowledgement shall indicate the officer has authority to execute the agreement.
 - c. **Limited Liability Companies MUST use the LLC's Certificate of Authority**
5. Refer to Schedule "A" for applicable rates and services.
6. Check must be made payable to the "Westchester County Clerk".
7. For assistance, please call (914) 995-4498 or e-mail hvm1@westchestergov.com.

NOTE: INCOMPLETE DOCUMENTS WILL DELAY THE PROCESS.

AGREEMENT made this _____ day of _____, 200_ by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the “County”) and

an individual or a business organized and existing under the laws of the State of New York, having an office and principal place of business at

_____ City, _____ State, _____ Zip Code _____

(hereinafter referred to as the “Licensee”)

1. Licensed Access: The County hereby grants to the Licensee a License for the use of assigned user id(s) from the Westchester County Clerk’s system that would permit Licensee to connect computer terminal(s) for remote web access to the County Clerk’s land records and legal files. Licensee accepts the land records and legal file information on an “as is” basis and the County provides no warranty as to the accuracy of the information. To the extent permitted by law, the County disclaims all liability for the information contained in the files and records.

2. License Fee: As compensation for the remote access granted under this License, the Licensee shall pay to the County a flat fee per user id per year as further described in Schedule A. Payment shall be made in advance in full for the balance of the year and shall be payable to the Westchester County Clerk. The County reserves the right to withhold service for non-payment.

3. Conduct of Operations: The Licensee assumes all risk of operation and shall provide, at its sole cost and expense, all equipment and hardware, as determined by the County, necessary to gain access to the County Clerk’s records. The County shall not be responsible as a bailee or otherwise for any equipment or hardware, or other personal property of the Licensee, or its employees, used to gain remote access. The Licensee hereby waives any claim for loss or damages sustained to any personal property, including, without limitation, theft or other casualty.

4. Indemnification: The Licensee agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability damage, claims, demands, costs, judgments, fees, attorneys’ fees, or loss arising directly or indirectly out of the acts or omissions hereunder by the Licensee and third parties under the direction or control of the Licensee; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

5. Term and Termination: The term of this License shall commence upon execution, and shall expire on the three hundred and sixty-fifth day succeeding such execution (a term of one year), unless sooner terminated as provided herein. In the event that the Licensee shall default in the performance of any term, condition, or covenant herein contained, the County at its option and in addition to any other remedy it might have to seek damages, judicial enforcement, or any other lawful remedy, may terminate this License upon ten (10) days written notice to the Licensee; provided however, that the Licensee may defeat such termination by curing the default within the notice period.

In addition, this License may be terminated by the County upon thirty (30) days written notice to the Licensee when, in its sole discretion, the County deems it in its best interest to do so. In the event of such termination, other than for cause, the Licensee shall receive a pro-rated refund of the License fee prepaid, if any, hereunder. Licensee shall have the right to terminate this License upon thirty (30) days written notice to the County when, in its sole discretion, Licensee deems it in its best interest to do so.

6. Assignment: It is understood and agreed that this License and the privileges granted hereunder are exclusively personal in nature and the Licensee may not assign, convey, sell, transfer (including, but not limited to an attempt to transfer this License pursuant to a sale or transfer of all or part of this Licensee's assets), or otherwise dispose of this License. Any attempted or purported assignment, subletting, or transfer of this License or any rights granted hereunder without the express written consent of the County is void.

7. Entire Agreement: This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall not be enforceable until signed by both parties and approved by the office of the County Attorney.

THE COUNTY OF WESTCHESTER

By _____
Timothy C. Idoni
County Clerk

LICENSEE

By _____
(Name and Title)

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester

SCHEDULE "A"

SUBSCRIPTION RATE SCHEDULE

Payment payable to Westchester County Clerk

Please check off the service (s) you are obtaining.

All services are available at a discounted rate of \$2,650. (must obtain ALL four services)

Land and Legal Records	Foreclosure Reports	Business- Licensing	Judgments- Liens
Annual Fee	Annual Fee	Annual Fee	Annual Fee
\$1,200	\$480	\$480	\$750
Select_____	Select_____	Select_____	Select_____

Number of User id(s) / licensees for each service selected above

Total amount due County
(Amount owed for each service selected
times number of user id(s) / licensees) \$ _____

**LICENSEE'S ACKNOWLEDGMENT
(If Corporation)**

STATE OF NEW YORK)
) **SS.:**
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; **and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.**

Notary Public

**LICENSEE'S ACKNOWLEDGMENT
(If Individual)**

STATE OF NEW YORK)
) **SS.:**
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; **and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.**

Notary Public

**LICENSEE'S ACKNOWLEDGMENT
(If Co-Partnership)**

STATE OF NEW YORK)
) **SS.:**
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; **and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.**

Notary Public

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of
(Officer other than officer signing contract) (Title)

the _____ a corporation duly organized and in good standing
(the "Corporation")

under the (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement;

that _____ who signed said agreement on behalf of the Corporation,
(Person executing agreement)

was at the time of execution _____ of Licensee and that said agreement was duly
(Title of such person)

signed for and on behalf of said Licensee by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On the _____ day of _____, in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Signature and Office of individual taking acknowledgement

