



**Gabriella Cázares-Kelly
Pima County Recorder**

INDIVIDUAL DOCUMENT ACCESS

**AGREEMENT FOR CUSTOMER ACCESS TO THE PIMA COUNTY
RECORDER'S WEBSITE FOR RECORDED DOCUMENTS**

(Individual Document Access)

This agreement is entered between the Pima County Recorder's Office, a department of Pima County, Arizona and _____ for customer subscriber access to electronic images of the documents that have been recorded with the Pima County Recorder through the Pima County Recorder's Office web portal, www.recorder.pima.gov.

SECURE LOG IN AND PASSWORD

Upon receipt of this signed completed agreement and the required fee deposit, the Pima County Recorder's Office agrees to provide a password and login information to the customer in order to allow the customer to have access to the images for recorded documents in Pima County Arizona. The Recorder's Office may require password changes from time to time as necessary to protect the security of the recorded documents and your customer account. You will be notified of any change in password the email address you list below.

FEES CHARGED

The customer agrees to pay a fee of twenty four cents (\$0.24) per document accessed through the website. As used in this agreement, a "document" means all pages of a single recorded document. If a transaction includes several documents each separate document will result in a separate fee. For example a typical transfer of real estate may involve a deed, a deed of trust, an affidavit of value and a power of attorney. That transaction would involve four separate documents and four separate 24 cent fees to review all of the documents.

The fee will be assessed immediately upon the customer opening the document image on the site. The customer may download the document a second time without incurring additional fees if there is an issue with the opening and download process. However, the second download must occur within 20 minutes after the first download was attempted. If the delay is longer than 20 minutes for any reason, a second fee will be assessed.

Map images may be viewed and downloaded in the same manner as described above for documents. The fee for each map page is \$3.00.

WEB ACCOUNT PAYMENTS

The fees under this agreement must be deposited with the Recorder's Office in advance as follows:

New customers must pay \$100.00 to the Pima County Recorder's Office. A one-time non-refundable fee of \$50.00 will be charged for setting up the web account access. The remaining \$50.00 will be deposited in the customer's account. Each time the customer views a document, the account will automatically be assessed the document fee of \$.24.

Any customer with a current account with the Recorder's Office is not required to pay the \$50.00 set up fee as long as there account remains active.

The 24 cent per document fee and \$3.00 per map fee may be modified at any time by the Board of Supervisors by ordinance and the fee paid to view images will change in compliance with that ordinance.

The customer must monitor the fund balance in the customer's account. The Recorder's Office will provide online access to the customer's account balance and account activity report so that the customer may monitor the account. If the customer's account balance falls below the amount needed to view a document, the system will immediately deny any further access to document images until there are sufficient funds on deposit in the account.

Additional funds may be added to an account at any time by payment in cash, check, electronic check through the Automated Clearing House system or debit/credit card payment.

The minimum additional fund deposit that will be accepted in any payment form is \$25.00.

Cash payments may be made in person at either of the Recorder's Office locations of 240 N. Stone Avenue or 6920 E. Broadway Blvd.

Check payments may be made at either Recorder's Office location listed above or sent by mail addressed to Pima County Recorder's Office, PO Box 3145 Tucson AZ 85702-3145.

Automated Clearing House payments require advance set up with the Pima County Treasurer's Office. You must contact the Recorder's Office in advance to start the set up process to use ACH payments.

Credit and debit card payments may only be made in person at the Pima County Recorder's Office locations of 240 N. Stone and 6920 E. Broadway. A 2% service fee will be added to any credit/debit card payment in excess of \$250.00.

ACCOUNT ACCESS

The customer agrees to control access to the login and password provided by the Recorder's Office. The Recorder's Office is not liable for any images viewed by unauthorized person(s) who gain access to the customer's password. The customer may ask for the immediate deactivation of a password and the issuance of a new password during regular Recorder's Office business hours.

The Recorder's Office will strive to have its web service available 24 hours a day, 7 days a week. On occasion the website will be deactivated for software maintenance and upgrades. The Recorder's Office will attempt to provide advance notice of any planned outage on the Subscriber Access page of the website. The Recorder's Office is not liable for any loss or

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damages caused by website outages due to equipment failure or other events outside the control of the Recorder's Office.

PUBLIC RECORDS PER STATUTE

The images that will be viewed by the customer are public records as defined by Arizona Revised Statutes §39-121. The statutes in effect at the time this agreement is entered are enclosed with the agreement and the customer agrees to be bound by those statutory provisions. Changes to the statute by the Arizona Legislature may impact the services provided in this agreement. Under the terms of the statute, the customer must provide a certified statement of their intended use of the public records and information in those public records. The login and password information will not be provided without the certification statement. The customer must complete the certification statement as part of this agreement. If the customer's use of the documents or information contained in the documents changes, the customer must immediately notify the Recorder's Office and provide an amended certification of use. Use of any of the recorded documents or information contained in the documents other than included in the certification statement is a violation of state law and will result in the immediate termination of this agreement and the customer's web access will immediately be terminated.

USE OF ACCOUNT FUNDS

The funds on deposit in the customer's account may also be used for in-person transactions in the Recorder's Office including purchasing individual documents and other services.

Web accounts will be considered dormant if there is no login or document viewing activity in the account for twelve consecutive months. Should that occur, the Recorder's office will automatically close the account and any funds remaining on deposit when the account is placed in dormant status will be transferred to the Pima County General fund as a service charge for closing the account. The Recorder's Office will not issue refunds on closed dormant accounts.

CONTACT INFORMATION

Each customer must provide the Recorder's Office with current contact information for both telephone and email contact. My customer contact information is as follows:

Contact (name): _____
Telephone: _____
Cell phone: _____
Email: _____

Any issues with your web account or access to the Recorder's Office web portal should be reported to the Recorder's Office immediately. Call 724-4350 during regular business hours or email websubscriber@recorder.pima.gov to report issues. We will attempt to resolve the issues as soon as possible once we are notified.

Certification of Use of Public Information

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I _____ certify that I will use the document images or other information contained in recorded documents in the Pima County Recorder's Office for: (check one)

_____ A non-commercial purpose

_____ A commercial purpose

As defined by A.R.S. § 39-121.03(D).

If the use is for a commercial purpose, I will be using the documents or the information contained in the documents as follows: (specify exactly how you will be using the document):

By signing below I understand and agree to the terms and conditions state in this agreement for access to recorded documents through the Recorder's Office web service. If I indicated above that the documents and/or information from the recorded documents will be used for a commercial purpose, I declare that the documents and information will only be used in the manner stated in this agreement and I certify that the document images and the information contained in the documents will not be used for any other purposes than described above. I declare under the penalty of perjury that the foregoing statement and information provided herein is true and correct.

Printed name: _____

Signature: _____

Date: _____

Webservice agreement individual documents FORM 3/10/2021