



BULK ACCESS ACCOUNT AGREEMENT

For Bulk Subscription Document Services

Provided by

The Pima County Recorder's Office

This Agreement is by and between the PIMA COUNTY RECORDER ("the Recorder"), an elected official of PIMA COUNTY ("the County"), a political subdivision of the State of Arizona and _____ ("the Subscriber") who is an organization, entity, or individual using the bulk subscription document services of the Pima County Recorder's Office.

SCOPE OF SERVICES

This Agreement establishes the services provided by the RECORDER upon receipt of a signed, completed agreement and payment of a \$50.00 New Account set-up fee and the annual \$500.00 maintenance fee. The new account set-up and annual maintenance fees are non-refundable.

The fees stated in this agreement will be adjusted if the Board of Supervisors adopts by ordinance a rate different from the rates listed in this agreement.

The responsibilities of the RECORDER to the SUBSCRIBER shall include the following:

- (1) Provide a user identification to the SUBSCRIBER to allow access to replenish funds or purchase other images that are not extracted.
- (2) Provide the SUBSCRIBER images of the daily recorded documents received by the RECORDER after the document recordation is finalized (typically completed in 3 business days, depending on volume of documents received).
- (3) Provide the SUBSCRIBER image files of the document types specifically selected by the SUBSCRIBER and defined in this agreement:
 - a. Image files will be in standard TIF format (multi-page, black-and-white, CCITT Group 4 Fax Encoding),
 - b. Image files include all digital images of the selected document type specified for one business day of recording services.
 - c. Image files will be uploaded to an FTP site for download by the SUBSCRIBER.
- (4) d. Customer may use API to retrieve images and metadata automatically.
- (5) Provide the SUBSCRIBER on the 365th day of the agreement prior to its expiration a single image data file of all historical documents, and the related image metadata completed during the agreement timeframe. The historic data download is part of the Recorder's Office ongoing efforts to digitalize and index historic documents in the custody of the department referred to as the Historical Indexing Project (HIP).

- (6) Attempt to provide the SUBSCRIBER timely notice of any planned outage of the Subscriber Access Web portal for technical software maintenance and upgrades. The RECORDER is not liable for any damages caused by delays in access, inability to download, outages due to equipment failure or other events outside the control of the Recorder's Office.

The responsibilities of the SUBSCRIBER to the RECORDER shall include the following:

- (1) SUBSCRIBER agrees to control access to the login provided by the RECORDER to the subscription account.
- a. SUBSCRIBER can request that the RECORDER immediately deactivate the account in the event the subscription login information is compromised.
 - b. The RECORDER is not liable for any file downloaded by unauthorized person(s) who gain access to the SUBSCRIBER login credentials.
- (2) SUBSCRIBER agrees to provide the RECORDER contact information for the purposes of managing the subscription account and agrees to notify the RECORDER in a timely manner should any provided contact information change so as not to interrupt subscription service.
- (3) SUBSCRIBER agrees to contact the RECORDER to report any web access issues immediately so the RECORDER can start to resolve the issue as soon as possible.

SELECTION OF DOCUMENT TYPE FOR BULK SUBSCRIPTION

The SUBSCRIBER may select to receive images of every recorded document received daily in a combined single file for download, or the SUBSCRIBER can select individual document types and receive a custom file download that includes only the information selected or specified.

The SUBSCRIBER will select between the following options to satisfy their bulk download needs. (Check box of bulk download type option.)

☐ **OPTION A:** Bulk download of ALL public documents recorded during a single recording day, regardless of document type, with associated indexing information includes: SEQUENCE NUMBER, RECORDING DATE, DOCUMENT TYPE, NUMBER PAGES, GRANTOR, GRANTEE, RELATED DOCUMENT NUMBER, SUMMARY (Legal description of property), AND IMAGE EXTRACT PATHS.

☐ **OPTION B:** Specify Document Type(s) for a daily bulk download. (SUBSCRIBER chooses this option if they do not want all public recorded documents received during an individual recording day.)

List below all document type(s) requested. (Specify the document type requested, e.g., Assurance Agreements, Subdivision plat maps, Annexation, etc.)

☐ **OPTION C:** Bulk download for licensed title insurer, a title insurance agent or an escrow agent licensed by the Arizona Department of Insurance and Financial Institutions. License must be provided annually.

CONTACT INFORMATION

Any notice required under this Agreement shall be provided in writing to either party as follows:

PIMA COUNTY RECORDER'S OFFICE

PO Box 3145
Tucson, AZ 85702
P: (520) 724-4350
websubscriber@recorder.pima.gov

BULK SUBSCRIBER

Name: _____
Org. _____
Name: _____
Address: _____

Phone: _____
Email: _____

USE OF A PUBLIC RECORD

The bulk images and associated metadata provided to the SUBSCRIBER are public records as defined by Arizona Revised Statutes § 39-121. The RECORDER will withhold images for download that are designated as confidential by statute or court order. The RECORDER will make redactions as necessary of personal identifying information on certain records prior to releasing those images for bulk download. The SUBSCRIBER maintains sole responsibility for securing the images provided during the bulk download transaction. The RECORDER is not liable for any misuse of the public record provided to the SUBSCRIBER.

TERM AND RENEWAL

The term of this Agreement is for one calendar year starting from the date of the SUBSCRIBER signature. The RECORDER will send a renewal agreement to the SUBSCRIBER 30 days prior to the date of expiration. If no action is taken to renew the subscription service, the SUBSCRIBER will lose access to the service 5 calendar days after the expiration date.

TERMINATION FOR CONVENIENCE

The RECORDER may terminate this agreement at any point without cause by giving written notice of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. All monies paid by the subscriber for this agreement are non-refundable.

CHOICE OF LAW AND VENUE

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

ASSIGNMENT

SUBSCRIBER may not assign its rights or obligations under this Agreement, in whole or in part, without the RECORDER's prior written approval. RECORDER may withhold approval at her sole discretion.

CANCELLATION FOR CONFLICT OF INTEREST

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded, and merged herein. This agreement shall not be modified, amended, or altered.

By signing below, the SUBSCRIBER understands and agrees to the terms and conditions stated in this agreement for access to recorded documents and data through the Recorder's Office web service.

The SUBSCRIBER declares that the documents and information provided will not be used in a manner that is a misuse or abuse of public records pursuant to A.R.S. § 39-121 and certifies the use of the document images and information contained therein will comply with the "Use of a Public Record" article as described above.

I declare under the penalty of perjury that the foregoing statement and information provided herein are true and correct.

SUBSCRIBER: _____
(Printed Name of Contact)

Signature: _____ Date: _____