

## SUBSCRIPTION AGREEMENT

This subscription agreement to utilize the Cowlitz County Clerk's Office online records access program (Laserfiche) is between the Cowlitz County Clerk and the party named below. The yearly subscription price per Attorney is \$200 annually. (Non-Attorneys can also purchase a subscription) The undersigned understands and agrees to the following **Terms and Conditions:**

1. Only publicly accessible documents are available on "Laserfiche".
2. The images retrieved to view through "Laserfiche" are accurate images of the documents resident in the Clerk's records. However, their authenticity can only be guaranteed in the view format. There is no guarantee as to any document's authenticity once the image is saved, printed, or transmitted to another location where it ultimately could be subject to alteration.
3. While these images represent all the documents within the electronic case file as of the time of viewing, there is always the possibility that a very recently filed document may not yet be in the case file. This is due to the lag time between a paper document being filed with the Clerk and the time needed to image, process and make that paper document available for viewing as an electronic image.
4. These documents are not to be altered in any way if after that alteration they are to be portrayed as a true and accurate representation of the original document in possession of the Clerk.
5. These documents are only for use of the subscriber. There is no right to pass on or resell these documents, lists of documents, or statistical/census type information to any other party, commercial or private, other than for normal use.
6. The subscriber will notify the Cowlitz County Clerk's Office immediately should the subscriber retrieve a sealed document including documents sealed pursuant to GR22 to which the subscriber would not otherwise be entitled or a document from a case type 5,6 or 7 file, while using the "Laserfiche" program.
7. If any of the foregoing terms and conditions is knowingly violated, the undersigned will be subject to immediate revocation of access to the "Laserfiche" database. In the event of revocation of access through violation or through termination of this agreement by the subscriber, the subscriber shall remain responsible for payment of services rendered or obligations incurred until date of termination. Annual subscriptions are not subject to refund of unused portions thereof. If Clerk elects to terminate this agreement, for any reason other than a violation by the subscriber, subscriber will be refunded a pro rata amount of its annual subscription fee, if any, but will have no other recourse or claim concerning termination.
8. Clerk will endeavor to provide continuous operation of the non-public subscriber site wherein subscriber accesses records; however, site access may be interrupted during such other periods of remedial maintenance as may be required. Clerk will post advance notice of scheduled maintenance on the site.

9. Clerk reserves the right to reduce or limit the subscriber site services during unusual circumstances such as, but not limited to, emergency production requirements mandated by law, intrusions against security regulations and to limit or avoid adverse operational impacts. Subscriber agrees that no reduction in fees shall be due for any interruption in services.
  
10. Subscriber hereby relieves and releases Clerk, his or her employees, the County, and its elected and appointed officials and agents from liability from any and all damages resulting from interrupted services of any kind or damage to Subscriber's equipment by use of this service. Subscriber hereby relieves, releases, indemnifies and holds harmless Clerk, his or her employees and agents of any liability for any and all damages resulting from incorrect or any other misinformation accessed from this service. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
  
11. NEITHER THE CLERK NOR ANY EMPLOYEE OF COWLITZ COUNTY OR ITS AGENTS EXPRESSLY OR IMPLIED WARRANT THAT THE INFORMATION OR DATA ACCESSED BY SUBSCRIBER IS ACCURATE OR CORRECT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE. THE DATA IS PROVIDED "AS IS" AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR ASSESSING ITS ACCURACY AND RELIABILITY, IF ANY. SUBSCRIPTION SERVICES ARE NOT INTENDED TO REPLACE ON-SITE REVIEW OF WRITTEN MATERIALS FILED WITH THE CLERK'S OFFICE.
  
12. Subscriber agrees not to assign any right or interest in this Agreement. Further, this agreement or any dispute arising therefrom shall be governed by and interpreted under the laws of the State of Washington, with subscriber agreeing that venue for any action shall be in Cowlitz County.

**I have read and agree to be bound by the foregoing Terms and Conditions. I have enclosed payment as follows: My initial payment of \$200 is for the period starting the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, through the end of \_\_\_\_\_, 20\_\_\_\_. This Subscription Agreement will automatically be renewed on a yearly basis upon payment of the \$200 annual fee. Accounts more than fifteen (15) days in arrears will be disabled. Payments should be made to the Cowlitz County Clerk, 312 SW 1<sup>st</sup> Ave SW, Kelso, WA 98626.**

**A "LOGON" WILL BE PROVIDED TO THE SUBSCRIBER BY THE CLERK ONCE THE AGREEMENT IS SIGNED AND THE \$200 SUBSCRIPTION PAYMENT IS RECEIVED. THIS "LOGON" WILL BE CHANGED QUARTERLY.**

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SUBSCRIBER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLERK'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUBSCRIBER'S ADDRESS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
TELEPHONE