

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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

\_\_\_\_\_  
(Name of Individual Licensee or Business)

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

\_\_\_\_\_  
(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 and shall be payable to the Westchester County Clerk. The County reserves the right to withhold service for non-payment.

**3. Confidentiality:** The Licensee agrees that, except in accordance with proper judicial order or as otherwise provided by law, the Licensee and any person employed, or otherwise engaged, by such Licensee who by virtue of such employment or engagement is given access to the County Clerk’s Office land and legal records pursuant to this License, shall not divulge or make known in any manner any confidential information, such as social security numbers, contained in such records.

**4. 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.

The Licensee further agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any 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;

(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 License and to bear all other costs and expenses related thereto; and

(c) that in the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the License.

**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 annual Licenses 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, annual Licenses 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 an annual 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. No Lease:** It is expressly understood and agreed that no equipment or space is leased to the Licensee. No exclusive rights for remote access (other than the licensed user IDs granted herein) are granted by this License.

**7. Notices:** All notices of any nature referred to in this License shall be in writing and either sent by regular mail or overnight courier, or sent by facsimile (with acknowledgement received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt, or in the case of notices sent by regular mail, notice shall be effective three business days after the date of mailing.

To the County:

Hon. Timothy C. Idoni  
Westchester County Clerk  
110 Dr. Martin Luther King, Jr. Blvd.  
White Plains, New York 10601

And a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Licensee:

and a copy to:

Such addresses shall be subject to change from time to time as may be specified in writing.

**8. 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.

**9. Entire Agreement:** This License 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Timothy C. Idoni, County Clerk

**LICENSEE**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and manner of execution

\_\_\_\_\_  
Assistant County Attorney, 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
Check _____	Check _____	Check _____	Check _____

Number of User id(s) / licensees \_\_\_\_\_

\_\_\_\_\_

Total amount due County  
(amount owed times number  
of user id(s) / licensees)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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

CERTIFICATE OF AUTHORITY- LIMITED LIABILITY COMPANY

I, \_\_\_\_\_, certify that I am a  
(member or manager other than person executing the agreement)

\_\_\_\_\_ of \_\_\_\_\_ (the "LLC") duly organized  
(member/manager) (Name of Limited Liability Company)

under the Laws of the State of \_\_\_\_\_; that \_\_\_\_\_  
(Name of State) (Person Executing Agreement)

who signed said Agreement on behalf of the LLC, was, at the time of execution, a manager of the LLC;  
that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the  
purposes therein mentioned.

\_\_\_\_\_  
Signature

STATE OF NEW YORK )  
ss.:  
COUNTY OF \_\_\_\_\_ )

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 member/manager described in  
and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides  
at \_\_\_\_\_, and he/she is a member/manager of said LLC;  
that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her  
name thereto pursuant to such authority.

Date: \_\_\_\_\_  
\_\_\_\_\_  
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