

HURON MUNICIPAL COURT
Office of the Clerk of Courts
Julie Ortega
417 Main Street
Huron, Ohio 44839

DOWNLOAD SERVICE AGREEMENT

This agreement is entered into this _____ day of _____, 2008 between the Huron Municipal Court, Clerk of Court, hereinafter referred to as the "HMC" and _____, hereinafter referred to as the "subscriber".

The purpose of this agreement is to establish the terms and conditions under which the HMC agrees to grant to the subscriber, information from Criminal & Traffic & Civil records.

TERMS AND CONDITION OF AGREEMENT

1. **TERM OF AGREEMENT** – It is the intent of both parties that this agreement will become effective on the date of execution and remain in force until extract is complete.
2. **SERVICES** – The HMC will provide the subscriber with data on cases for the time period specified.
3. **COSTS** – A fee of \$10.00 shall be charged; this amount should be enclosed with this service agreement. Upon receipt of this agreement and fee, HMC shall email the requested data in a timely manner.
4. **LIMITATION OF LIABILITY** –
 - a. The HMC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the HMC.
 - b. The HMC shall not be liable for any demand or claim, regardless of form of action, of any damages resulting from the use by the subscriber of any computer information or other materials provided under this agreement.
 - c. The HMC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data provided to the subscriber. It is expressly understood by the parties that it is the subscribers' responsibility to verify information or data obtained with official court information reposing at the HMC.
 - d. The HMC shall not be liable for any demand or claim, regardless of form of action, for any damages based upon alteration or modification made by the subscriber of any information, data or other materials supplied by the HMC, unless the HMC made, directed, or required such modification or alteration.
5. **WARRANTIES** –
 - a. The HMC provides no warranties, express or implied, for any data provided to the subscriber.
 - b. The HMC provides no warranties, express or implied, that the information or data provided is accurate, correct or complete.
 - c. The HMC provides no other warranties of any kind or nature, express or implied, in connection with this service.

6. **TERMINATION** – This agreement may be terminated without cause by either party.
7. **ASSIGNMENT** – The subscriber may not assign this agreement.
8. **SURVIVAL** – The provisions of paragraph 4 and 5 of this agreement shall survive the termination of this agreement.
9. **SEVERABILITY** – If any term or condition of this agreement is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application.
10. **WAIVER** – Waiver or any breach of any term or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
11. **ENTIRE AGREEMENT** – This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this agreement.

IN WITNESS WHEREOF, the HMC and the subscriber have signed this agreement.

Huron Municipal Court
Clerk of Court

Subscriber

Julie Ortega

Signature

Title

Date

Date

Requested Type of Data (CR, TR or CV)

Requested Dates of Data

For Office Use Only:

_____ Fee Accompanied Request
_____ Receipt Number

_____ Date Extract Sent
_____ Confirmation Attchd

