

miOttawa.org
12220 Fillmore Street
West Olive, MI 49460
HelpDesk: (616) 604-1040
Fax: (616) 632-6520

Subscription Application

Mailing Address

Contact Name: _____
Company Name: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____
Email: _____

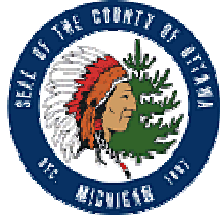
Billing Address

(If different than Mailing Address.)

Contact Name: _____
Company Name: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____
Telephone Number: _____
Fax Number: _____
Email: _____

Primary Business: _____
Professional/Trade
Association Affiliations: _____

Signature: _____ Date: _____



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User Name Assignments

Please fill in the names of individuals in your organization to be assigned to your subscription (up to 10 per subscription).

	Name	Email Address	<i>To be assigned by miOttawa</i>	
			User Name	Password
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

miOttawa Service Agreement

The Customer and Ottawa County, through its Website, miOttawa, wish to contract for the provision of services from miOttawa to Customer as per the Terms and Conditions below. miOttawa provides online access through the Internet and miOttawa applications, from Customer's computers to a number of County databases. Customer wishes to use the services made available by miOttawa. miOttawa is the official Website of the Ottawa County, Michigan government.

Terms & Conditions

- 1) This agreement sets forth the terms and conditions under which miOttawa will provide services to Customer.
- 2) miOttawa reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion of any such service.
- 3) Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. miOttawa shall be entitled to announce, online or in writing, changes to the portal/network, to the services provided, to the prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
- 4) **Conditions of Use**
 - a. **Hours of Service:** Service will be provided on a non-guaranteed basis seven days a week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by miOttawa in its sole discretion.
 - b. **Account Numbers and Passwords:** miOttawa will issue to the Customer up to ten (10) logins per account. Customer is responsible for preserving the secrecy of its logins and for ensuring that access to services and use of its logins are controlled by it; miOttawa shall not be responsible for these responsibilities of Customer, Customer is liable for any and all charges for services to its logins, whether or not authorized by Customer.
 - c. **Copyright and Ownership of Information:** Customer agrees to comply with any copyright notices or other limitations on use which are applicable to services, databases or other information provided through miOttawa.
- 5) **Payment**
 - a. Invoices for all services rendered will be prepared by miOttawa and provided by miOttawa by mail. Rates shall be in accordance with the current miOttawa rate schedule. Terms of invoice payment shall be net ten (10) days.
 - b. In addition to the rates contained herein, Customer shall pay miOttawa for all sales, use and excise taxes incurred by miOttawa in providing services to Customer.
 - c. Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.

6) **Limitation of Liability**

- a. The remedies set forth in this Agreement are exclusive and in no event shall Ottawa County, its directors, officers, agents, or employees, be liable for special, indirect, incidental or consequential damages, including but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered to it is experimental and may experience problems of various kinds resulting in an inability to provide services.
- b. Customer agrees that Ottawa County will not be liable for any claim or demand of any nature or kind whether asserted against miOttawa or against Customer by any third party, arising out of the services or materials provided or use of the same; Customer agrees to indemnify and hold miOttawa harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.
- c. Ottawa County shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.
- d. No action or suit, regardless of form, other than an action for payments due miOttawa, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e. miOttawa, Ottawa County government, County and local government agencies and all other parties who may from time to time provide information for access on miOttawa shall at no time be liable for any errors in, or omissions from, information available on miOttawa.

7) **Warranty**

- a. Ottawa County and miOttawa make no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While miOttawa and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.
- b. Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through miOttawa.

8) **Rate Changes**

- a. Rates are established by the Ottawa County governing authority of miOttawa in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below), such rules may change as the governing authority decides.
- b. The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

9) **Limitations**

- a. Under no circumstances may Customer, or any other party acting by or through Customer or using Customer's logins, use data received from or through miOttawa in any way except in full and complete compliance with all applicable laws.

10) **Tradename/Trademark**

- a. Customer agrees that it will not use the trademark "miOttawa" or the names or means of identifying any of miOttawa's services in any fashion unless specifically authorized to do so in

writing by miOttawa. Customer agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Customer by miOttawa.

11) **General Conditions**

- a. **Waiver:** The waiver, modification, or failure to insist on any of these terms or conditions one or more times by miOttawa shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of miOttawa's right to performance of any such term or terms in the future.
- b. **Severability:** If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Michigan as such laws are applied to contracts made and to be performed entirely in Michigan, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Michigan and in no other jurisdiction.
- d. **Assignment:** This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. miOttawa may assign this Agreement and/or the payments due to miOttawa without notice to or requirement for Customer's permission or approval.
- e. **Monthly Invoice/Check:** miOttawa invoices Customer monthly; \$5.00 minimum monthly fee applies only if Customer has used more than \$0 but less than \$5.00 in combined services in that month.

End of Agreement – miOttawa

Please make check for initial subscription fee payable to:

Ottawa County

Please mail check for \$120 and original subscription to:

County of Ottawa
Fiscal Services
12220 Fillmore Street
West Olive, MI 49460