



LivingstonLive.org  
304 E. Grand River Ave. Suite 101  
Howell, Michigan 48843  
Help Desk Telephone: 517.579.9513  
Help Desk Fax: 616.632.6520

## Business Monthly Account 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: \_\_\_\_\_



LivingstonLive.org  
 304 E. Grand River Ave. Suite 101  
 Howell, Michigan 48843  
 Help Desk Telephone: 888.258.5097  
 Help Desk Fax: 616.632.6520

### User Login Assignment Request Form

Please fill in the names of individuals in your organization to be assigned to your monthly account (up to 10 user logins per LivingstonLive.org Business Monthly Account).

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

Please mail back to LivingstonLive.org the following items to set up your Business Monthly Account:

1. Completed Business Monthly Account Application & User Login Assignment Request Form;
2. Two (2) SIGNED and WITNESSED originals of the LivingstonLive.org Service Agreement (a fully executed original of this Agreement will be returned back to you for your records);
3. A check in the amount of \$120.00 made payable to the “County of Livingston” for the initial LivingstonLive.org Business Monthly Account Setup Fee.

**Mail to:** Livingston County IT Department  
 Attn: LivingstonLive.org  
 304 E. Grand River Ave., Suite 101  
 Howell, MI 48843

# LivingstonLive.org Business Monthly Account Service Agreement

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between the County of Livingston, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "COUNTY") and \_\_\_\_\_ (hereinafter referred to as the "CUSTOMER"),

- |   |  |
|---|--|
| <input type="checkbox"/> a profit corporation     | <input type="checkbox"/> a Limited Liability Company (LLC) |
| <input type="checkbox"/> a non-profit corporation | <input type="checkbox"/> a partnership                     |
| <input type="checkbox"/> a private individual     | <input type="checkbox"/> Doing Business As: _____          |

(check the appropriate organization type)

whose business address is \_\_\_\_\_.

## Recitals

WHEREAS, the CUSTOMER and the COUNTY, through its official Online Services web portal, LivingstonLive.org, which is managed and operated by the Livingston County Information Technology Department, (hereinafter referred as the "WEBSITE"), wish to contract for the provision of services from WEBSITE to CUSTOMER as per the Terms and Conditions below; and

WHEREAS, WEBSITE provides online access to specific information of the COUNTY that is stored in various COUNTY databases through the Internet and WEBSITE applications to CUSTOMER's computers and CUSTOMER wishes to use the services made available by WEBSITE; and

WHEREAS, said information is otherwise available to the public in written form pursuant to the Freedom of Information Act or other statutes; and

WHEREAS, the COUNTY's Board of Commissioners have established policies permitting online enhanced access to said information, assuring public accessibility, and protecting CUSTOMER's online privacy; and

WHEREAS, the Board of Commissioners have approved entering into a contract with CUSTOMER on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereafter contained, IT IS HEREBY AGREED by and between the parties as follows:

## Terms and Conditions

- 1) This Agreement sets forth the terms and conditions under which the COUNTY, through its WEBSITE, will provide services to CUSTOMER.
- 2) COUNTY 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 also supersedes all prior agreements currently in force between the parties regarding enhanced access to COUNTY information. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. COUNTY 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) Website Access and Use

- a. Hours and Scope of Service: Service will be provided on a non-guaranteed basis seven (7) days a week (Sunday through Saturday), twenty-four (24) hours per day, excluding force majeure events, unscheduled emergency maintenance, and scheduled maintenance as designated from time to time by WEBSITE in its sole discretion.
- b. Monthly Account User Logins and Liability for Charges: CUSTOMER acknowledges that it is solely responsible for preserving the secrecy of its assigned user logins (a user login is a user ID and its corresponding password), and for ensuring that access to services and use of its assigned logins are controlled by it. CUSTOMER agrees to notify WEBSITE when any of its assigned logins or passwords should be changed immediately upon discovery of any unauthorized usage. In any event, CUSTOMER agrees to be liable for any and all WEBSITE charges for services authorized by any of CUSTOMER's assigned logins, regardless of whether or not any such charge was specifically authorized by CUSTOMER.
- c. Freedom of Information Act: CUSTOMER understands that any information it provides to the COUNTY through WEBSITE, which is neither confidential nor exempt from disclosure under the provisions of the State of Michigan Freedom of Information Act (FOIA) or other statutes, becomes public record. Public records that are generally available to the public during an in-person visit to an agency may also be posted for online access through WEBSITE.
- d. Ownership and Intellectual Property: All of the WEBSITE products and services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, logos, the official Livingston County Seal, the "LivingstonLive" mark and other trademarks or service marks, (collectively, the "Content"), are owned by the COUNTY or licensed to the COUNTY by third parties who own the Content, and are protected by copyright, trademark and other intellectual property laws. In connection with accessing WEBSITE products and services, CUSTOMER agrees to the following: 1) CUSTOMER will abide by restrictions set forth on the WEBSITE with respect to any of the Content; 2) CUSTOMER will not in any way violate the intellectual property laws protecting the Content, including but not limited to, by copying (except as expressly set forth in 4(e)), modifying, publishing, transmitting, creating derivative works from, transferring, or selling the Content; and 3) CUSTOMER will not reuse, republish or otherwise distribute the Content or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the prior express written permission of the COUNTY.
- e. Limitations on Use: When accessing WEBSITE, CUSTOMER is granted a non-exclusive, non-transferable, revocable license to print or download a copy of any accessed Content, provided that the use of this Content is restricted to CUSTOMER's internal business purposes, and is not copied or distributed to third parties without prior express written permission of COUNTY. CUSTOMER agrees not to tamper with, alter, or change in any fashion, any databases, programs, or webpages made available to CUSTOMER by WEBSITE. Under no circumstances may CUSTOMER, or any other party acting by or through CUSTOMER or using CUSTOMER's logins, use Content received from or through WEBSITE in any way, except in full and complete compliance with all applicable laws, ordinances, and regulations.
- f. Compliance with Law: CUSTOMER agrees to comply with all applicable federal, state or other laws, regulations and ordinances while engaging any activity pursuant to this Agreement.
- g. Disclaimer of Endorsement: CUSTOMER acknowledges that links to any other websites or any reference to a specific product, process, or service by its mark, trade name or other such means of identification posted on WEBSITE does not constitute or imply COUNTY's endorsement, sponsorship, or recommendation thereof.

5) **Disclaimer of Liability**

- a. In the event that the CUSTOMER incurs any damages under this Agreement, its sole remedy shall be limited to charges paid for the previous month by CUSTOMER for the services in connection with which a claim of liability is asserted or imposed. In no event shall the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns 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. 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. The COUNTY, its elected officials, officers, employees, agents and assigns shall not be liable for any damage or injury arising from the use of WEBSITE, including but not limited to failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or online failure.
- c. CUSTOMER shall, at its own expense, protect, defend, indemnify, save and hold harmless the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns from all claims, damages, lawsuits, costs and expenses that the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns may incur as a result of any activities of the CUSTOMER and its employees, agents, or assigns resulting from or arising out of this Agreement, including, but not limited to, damage to WEBSITE hardware or data records, or claims alleging invalidity and/or inaccuracy of the data and information obtained or CUSTOMER's use of the data obtained.
- d. The CUSTOMER further releases and holds harmless the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns from any and all claims resulting from or arising out of the information obtained and/or used by the CUSTOMER pursuant to this Agreement.
- e. The 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.
- f. No action or suit, regardless of form, other than an action for payments due WEBSITE, 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.

6) **Disclaimer of Warranties**

- a. **WHILE THE COUNTY USES REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION, MUCH OF THE INFORMATION PROVIDED THROUGH WEBSITE IS GATHERED BY THIRD PARTIES AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE COUNTY. CUSTOMER UNDERSTANDS AND AGREES THAT USE OF WEBSITE IS AT CUSTOMER'S OWN RISK, AND THE COUNTY WILL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE CONTENT. CUSTOMER AGREES THAT IT TAKES ALL CONTENT IT ACQUIRES FROM THE COUNTY AND THE WEBSITE UNDER THIS AGREEMENT, "AS IS," AND THE COUNTY AND THE WEBSITE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY WEBSITE. THE COUNTY DOES NOT WARRANT THAT ACCESS TO WEBSITE WILL BE UNINTERRUPTED OR THAT**

**THERE WILL BE NO FAILURES, ERRORS, OR OMISSIONS OR LOSS TO TRANSMITTED INFORMATION.**

- b. **THE CONTENT PROVIDED BY WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. THE COUNTY MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE AND/OR THE CONTENT DESCRIBED HEREIN AT ANY TIME.**

**7) Rate Changes**

- a. Rates are established by COUNTY's governing authority of WEBSITE in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 7b 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.

**8) Payment**

- a. CUSTOMER agrees to pay COUNTY the WEBSITE fee of \$120.00 (ONE HUNDRED TWENTY DOLLARS), made payable to the "County of Livingston", in advance, for the initial set up of CUSTOMER's monthly account and issuance of up to ten (10) logins per account. After twelve (12) months, CUSTOMER agrees to pay WEBSITE an annual account maintenance fee of \$120.00 (ONE HUNDRED TWENTY DOLLARS), which will be charged on the next monthly invoice due twelve (12) months following the initial commencement of this Agreement, and which said fee shall continue to be charged every twelve (12) months thereafter for the duration of this Agreement.
- b. Invoices detailing all WEBSITE services rendered to CUSTOMER and any applicable account administration fees will be prepared monthly by the COUNTY and provided to CUSTOMER by mail. Online Service Fee rates charged to CUSTOMER shall be in accordance with the current WEBSITE rate schedule. Terms of invoice payment shall be net ten (10) days.
- c. COUNTY will invoice CUSTOMER at the end of each month. A \$5.00 minimum monthly fee will be billed only if CUSTOMER has used more than \$0.00 but less than \$5.00 in total combined fees in that month.
- d. In addition to the rates contained herein, CUSTOMER shall pay COUNTY for all applicable sales, use and excise taxes incurred by COUNTY in providing the WEBSITE services to CUSTOMER.
- e. 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.

**9) General Conditions**

- a. Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by COUNTY 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 COUNTY'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 and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes and court rules of the State of Michigan. In the event that any action is brought under this Agreement in Federal Court, the venue for such actions shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- 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. COUNTY may assign this Agreement and/or the payments due to COUNTY without notice to or requirement for CUSTOMER's permission or approval.
- e. Termination: The term of this Agreement shall remain in force until either party provides the other at least a thirty (30) day prior written notice of its intent to terminate this Agreement without cause. This Agreement may be terminated by either party for cause or material breach on fourteen (14) days prior written notice to the other party. Upon termination of this Agreement, the COUNTY reserves the right to revoke the CUSTOMER's license to use WEBSITE Content for repeat infringement of the COUNTY's intellectual property rights. The provisions of Sections 5, 6, and 9 shall survive termination of this Agreement.
- f. Certification of Authority to Sign Agreement: Persons signing this Agreement on behalf of the parties hereto certify by their signature that they are authorized to execute this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

<p><b>WITNESSED BY:</b></p> <p>_____</p>	<p>_____</p> <p>Date</p>	<p><b>COUNTY OF LIVINGSTON:</b></p> <p>By: _____</p> <p><b>Kate Lawrence, CHAIRMAN</b> BOARD OF COMMISSIONERS</p>
<p><b>WITNESSED BY:</b></p> <p>_____</p>	<p>_____</p> <p>Date</p>	<p><b>CUSTOMER:</b></p> <p>By: _____</p> <p style="text-align: center;">(Signature)</p> <p>_____</p> <p style="text-align: center;">(Print Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p>
<p>Approved as to Form for County of Livingston Cohl, Stoker, Toskey &amp; McGlinchey, P.C.</p> <p>By: <u>Robert D. Townsend</u> Robert D. Townsend</p>		

---- End of LivingstonLive.org Business Monthly Account Service Agreement ----

---- ORIGINAL Copy 1 ----

## LivingstonLive.org Business Monthly Account Service Agreement

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, by and between the County of Livingston, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "COUNTY") and \_\_\_\_\_ (hereinafter referred to as the "CUSTOMER"),

a profit corporation

a non-profit corporation

a private individual

a Limited Liability Company (LLC)

a partnership

Doing Business As: \_\_\_\_\_

(check the appropriate organization type)

whose business address is \_\_\_\_\_.

### Recitals

WHEREAS, the CUSTOMER and the COUNTY, through its official Online Services web portal, LivingstonLive.org, which is managed and operated by the Livingston County Information Technology Department, (hereinafter referred as the "WEBSITE"), wish to contract for the provision of services from WEBSITE to CUSTOMER as per the Terms and Conditions below; and

WHEREAS, WEBSITE provides online access to specific information of the COUNTY that is stored in various COUNTY databases through the Internet and WEBSITE applications to CUSTOMER's computers and CUSTOMER wishes to use the services made available by WEBSITE; and

WHEREAS, said information is otherwise available to the public in written form pursuant to the Freedom of Information Act or other statutes; and

WHEREAS, the COUNTY's Board of Commissioners have established policies permitting online enhanced access to said information, assuring public accessibility, and protecting CUSTOMER's online privacy; and

WHEREAS, the Board of Commissioners have approved entering into a contract with CUSTOMER on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereafter contained, IT IS HEREBY AGREED by and between the parties as follows:

### Terms and Conditions

- 1) This Agreement sets forth the terms and conditions under which the COUNTY, through its WEBSITE, will provide services to CUSTOMER.
- 2) COUNTY 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 also supersedes all prior agreements currently in force between the parties regarding enhanced access to COUNTY information. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. COUNTY 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) Website Access and Use

- a. Hours and Scope of Service: Service will be provided on a non-guaranteed basis seven (7) days a week (Sunday through Saturday), twenty-four (24) hours per day, excluding force majeure events, unscheduled emergency maintenance, and scheduled maintenance as designated from time to time by WEBSITE in its sole discretion.
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- c. Freedom of Information Act: CUSTOMER understands that any information it provides to the COUNTY through WEBSITE, which is neither confidential nor exempt from disclosure under the provisions of the State of Michigan Freedom of Information Act (FOIA) or other statutes, becomes public record. Public records that are generally available to the public during an in-person visit to an agency may also be posted for online access through WEBSITE.
- d. Ownership and Intellectual Property: All of the WEBSITE products and services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, logos, the official Livingston County Seal, the "LivingstonLive" mark and other trademarks or service marks, (collectively, the "Content"), are owned by the COUNTY or licensed to the COUNTY by third parties who own the Content, and are protected by copyright, trademark and other intellectual property laws. In connection with accessing WEBSITE products and services, CUSTOMER agrees to the following: 1) CUSTOMER will abide by restrictions set forth on the WEBSITE with respect to any of the Content; 2) CUSTOMER will not in any way violate the intellectual property laws protecting the Content, including but not limited to, by copying (except as expressly set forth in 4(e)), modifying, publishing, transmitting, creating derivative works from, transferring, or selling the Content; and 3) CUSTOMER will not reuse, republish or otherwise distribute the Content or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the prior express written permission of the COUNTY.
- e. Limitations on Use: When accessing WEBSITE, CUSTOMER is granted a non-exclusive, non-transferable, revocable license to print or download a copy of any accessed Content, provided that the use of this Content is restricted to CUSTOMER's internal business purposes, and is not copied or distributed to third parties without prior express written permission of COUNTY. CUSTOMER agrees not to tamper with, alter, or change in any fashion, any databases, programs, or webpages made available to CUSTOMER by WEBSITE. Under no circumstances may CUSTOMER, or any other party acting by or through CUSTOMER or using CUSTOMER's logins, use Content received from or through WEBSITE in any way, except in full and complete compliance with all applicable laws, ordinances, and regulations.
- f. Compliance with Law: CUSTOMER agrees to comply with all applicable federal, state or other laws, regulations and ordinances while engaging any activity pursuant to this Agreement.
- g. Disclaimer of Endorsement: CUSTOMER acknowledges that links to any other websites or any reference to a specific product, process, or service by its mark, trade name or other such means of identification posted on WEBSITE does not constitute or imply COUNTY's endorsement, sponsorship, or recommendation thereof.

5) **Disclaimer of Liability**

- a. In the event that the CUSTOMER incurs any damages under this Agreement, its sole remedy shall be limited to charges paid for the previous month by CUSTOMER for the services in connection with which a claim of liability is asserted or imposed. In no event shall the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns 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. 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. The COUNTY, its elected officials, officers, employees, agents and assigns shall not be liable for any damage or injury arising from the use of WEBSITE, including but not limited to failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or online failure.
- c. CUSTOMER shall, at its own expense, protect, defend, indemnify, save and hold harmless the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns from all claims, damages, lawsuits, costs and expenses that the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns may incur as a result of any activities of the CUSTOMER and its employees, agents, or assigns resulting from or arising out of this Agreement, including, but not limited to, damage to WEBSITE hardware or data records, or claims alleging invalidity and/or inaccuracy of the data and information obtained or CUSTOMER's use of the data obtained.
- d. The CUSTOMER further releases and holds harmless the COUNTY, its elected and appointed officers, directors, employees, agents, or assigns from any and all claims resulting from or arising out of the information obtained and/or used by the CUSTOMER pursuant to this Agreement.
- e. The 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.
- f. No action or suit, regardless of form, other than an action for payments due WEBSITE, 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.

6) **Disclaimer of Warranties**

- a. **WHILE THE COUNTY USES REASONABLE EFFORTS TO PROVIDE ACCURATE AND UP-TO-DATE INFORMATION, MUCH OF THE INFORMATION PROVIDED THROUGH WEBSITE IS GATHERED BY THIRD PARTIES AND HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE COUNTY. CUSTOMER UNDERSTANDS AND AGREES THAT USE OF WEBSITE IS AT CUSTOMER'S OWN RISK, AND THE COUNTY WILL NOT BE LIABLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN THE CONTENT. CUSTOMER AGREES THAT IT TAKES ALL CONTENT IT ACQUIRES FROM THE COUNTY AND THE WEBSITE UNDER THIS AGREEMENT, "AS IS," AND THE COUNTY AND THE WEBSITE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING, OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY WEBSITE. THE COUNTY DOES NOT WARRANT THAT ACCESS TO WEBSITE WILL BE UNINTERRUPTED OR THAT**

**THERE WILL BE NO FAILURES, ERRORS, OR OMISSIONS OR LOSS TO TRANSMITTED INFORMATION.**

- b. **THE CONTENT PROVIDED BY WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION HEREIN. THE COUNTY MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE AND/OR THE CONTENT DESCRIBED HEREIN AT ANY TIME.**

**7) Rate Changes**

- a. Rates are established by COUNTY's governing authority of WEBSITE in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 7b 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.

**8) Payment**

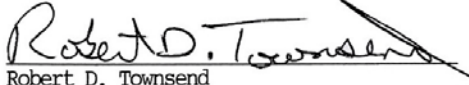
- a. CUSTOMER agrees to pay COUNTY the WEBSITE fee of \$120.00 (ONE HUNDRED TWENTY DOLLARS), made payable to the "County of Livingston", in advance, for the initial set up of CUSTOMER's monthly account and issuance of up to ten (10) logins per account. After twelve (12) months, CUSTOMER agrees to pay WEBSITE an annual account maintenance fee of \$120.00 (ONE HUNDRED TWENTY DOLLARS), which will be charged on the next monthly invoice due twelve (12) months following the initial commencement of this Agreement, and which said fee shall continue to be charged every twelve (12) months thereafter for the duration of this Agreement.
- b. Invoices detailing all WEBSITE services rendered to CUSTOMER and any applicable account administration fees will be prepared monthly by the COUNTY and provided to CUSTOMER by mail. Online Service Fee rates charged to CUSTOMER shall be in accordance with the current WEBSITE rate schedule. Terms of invoice payment shall be net ten (10) days.
- c. COUNTY will invoice CUSTOMER at the end of each month. A \$5.00 minimum monthly fee will be billed only if CUSTOMER has used more than \$0.00 but less than \$5.00 in total combined fees in that month.
- d. In addition to the rates contained herein, CUSTOMER shall pay COUNTY for all applicable sales, use and excise taxes incurred by COUNTY in providing the WEBSITE services to CUSTOMER.
- e. 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.

**9) General Conditions**

- a. Waiver: The waiver, modification, or failure to insist on any of these terms or conditions one or more times by COUNTY 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 COUNTY'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 and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes and court rules of the State of Michigan. In the event that any action is brought under this Agreement in Federal Court, the venue for such actions shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- 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. COUNTY may assign this Agreement and/or the payments due to COUNTY without notice to or requirement for CUSTOMER's permission or approval.
- e. Termination: The term of this Agreement shall remain in force until either party provides the other at least a thirty (30) day prior written notice of its intent to terminate this Agreement without cause. This Agreement may be terminated by either party for cause or material breach on fourteen (14) days prior written notice to the other party. Upon termination of this Agreement, the COUNTY reserves the right to revoke the CUSTOMER's license to use WEBSITE Content for repeat infringement of the COUNTY's intellectual property rights. The provisions of Sections 5, 6, and 9 shall survive termination of this Agreement.
- f. Certification of Authority to Sign Agreement: Persons signing this Agreement on behalf of the parties hereto certify by their signature that they are authorized to execute this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

<p><b>WITNESSED BY:</b></p> <p>_____</p>	<p>_____</p> <p>Date</p>	<p><b>COUNTY OF LIVINGSTON:</b></p> <p>By: _____</p> <p><b>Kate Lawrence, CHAIRMAN</b> BOARD OF COMMISSIONERS</p>
<p><b>WITNESSED BY:</b></p> <p>_____</p>	<p>_____</p> <p>Date</p>	<p><b>CUSTOMER:</b></p> <p>By: _____ (Signature)</p> <p>_____</p> <p>(Print Name)</p> <p>_____</p> <p>(Title)</p>
<p>Approved as to Form for County of Livingston Cohl, Stoker, Toskey &amp; McGlinchey, P.C.</p> <p>By:  Robert D. Townsend</p>	<p>_____</p>	<p>_____</p>

---- End of LivingstonLive.org Business Monthly Account Service Agreement ----

---- ORIGINAL Copy 2 ----