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## YATES COUNTY REAL PROPERTY TAX SERVICE

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417 Liberty Street, Suite 1093  
Penn Yan, New York 14527  
315-536-5165  
Fax: 315-531-3209

### USER AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Yates, a municipal corporation of the State of New York, having its office for the Real Property Tax Services located at 417 Liberty Street, Penn Yan, N.Y. 14527 (hereinafter referred to as the "County"); and \_\_\_\_\_ having its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "User").

#### 1. USER'S OBLIGATION

(a) It shall be the User's responsibility to purchase the computer equipment and the necessary hardware and software or to make any necessary modification to their existing equipment which may be necessary to effect access to the data files and digital tax map files. This includes the purchase and installation of applicable software as well as the applicable license for the operation of said software.

(b) The User shall be responsible for assuring the proper use, management, and supervision of their machines, programs, audit controls, operating methods, office procedures, and for conforming with the necessary controls over access to data to prevent unauthorized use.

(c) The User shall be responsible for insuring that the location of data is not used by unauthorized personnel to access information from the system.

(d) Information accessed from the County system is for the use of the User in the ordinary course of his/her/its business. The information is not intended for nor shall said information be used for commercial resale.

#### 2. INDEMNIFICATION BY USER

User agrees to protect, defend, indemnify, and hold the County and its officers and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including but not limited to the amount of judgments, penalties, interest, court costs, and legal fees incurred by the County arising in favor of any party, occurring in connection with, or arising, directly or indirectly, out of this agreement.

#### 3. WARRANTIES

(a) The County and its municipalities do not expressly or implicitly warrant that the information or data accessed by the User is accurate or correct. There are no express or implied warranties in connection with this service. In no event shall the County or its municipalities be responsible for an inability to provide any service at any time for any reason whatsoever.

(b) User understands that the information provided under this agreement was compiled for assessment purposes. There is no warranty of the fitness of this data for other applications. User also understands that tax maps are not instrument or boundary surveys and shall not be relied on as such.

4. ASSIGNMENT

User agrees not to assign any right or interest in this agreement. Any attempt by the User to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

5. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein.

IN WITNESS THEREOF, the duly authorized officers of the respective parties have executed this agreement.

USER

YATES COUNTY REAL PROPERTY TAX SERVICE  
AGENCY

BY: \_\_\_\_\_

Signature

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Resolution #: 106-07

**Personal Acknowledgment**

STATE OF NEW YORK)  
COUNTY OF YATES )SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned, 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 executed the same in his capacity, and that by his signature on the Instrument, he executed the instrument.

\_\_\_\_\_  
Notary Public

**Corporate Acknowledgment**

STATE OF NEW YORK)  
COUNTY OF YATES )SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me personally known, 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 and say: that he resides at \_\_\_\_\_, that he is the \_\_\_\_\_ the Corporation described in, that he knows the seal of said Corporation, that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the \_\_\_\_\_ that he executed the within Instrument in his capacity and that by his signature on said Instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the Instrument.

\_\_\_\_\_  
Notary Public

**Yates County Acknowledgement**

STATE OF NEW YORK)  
COUNTY OF YATES )SS:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me personally known, 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 and say that he/she is the \_\_\_\_\_ of the Yates County Real Property Tax Service Agency, the Corporation described in, that he/she knows the seal of said Corporation, that the seal affixed to said Instrument is such corporate seal, that it was so affixed by the order of the Yates County Legislature that he/she executed the within Instrument in his/her capacity and that by his/her signature on said Instrument, the individual(s), or the person executed the instrument.

\_\_\_\_\_  
Notary Public