

SUBSCRIPTION SERVICE AGREEMENT FOR CAPEVIEW INTERNET ACCESS TO  
BARNSTABLE REGISTRY OF DEEDS LAND RECORDS

This Agreement is made between Barnstable County acting through the Barnstable Register of Deeds, John F. Meade hereinafter referred to as "REGISTER", and

\_\_\_\_\_, of \_\_\_\_\_, hereinafter referred to as "SUBSCRIBER"), to provide internet access to certain public records within the custody of the Barnstable Register of Deeds, hereinafter known as "CAPEVIEW".

1. The REGISTER agrees to provide the customer with one year of internet access to his public records information data base.
2. The fee for the subscription arrangement shall be fifty (\$50.00) dollars a year in advance. An additional fee of one (\$1.00) dollar per page will be charged for any image printed off the internet web site. SUBSCRIBER acknowledges that this is a debit based service and understands that there must be sufficient monies on account with the REGISTER to cover any chargeable activity or service will be denied.
3. CAPEVIEW is provided on an "as is, as available" basis, normally twenty four (24) hours a day, seven days a week. The service will be unavailable for one hour each day to allow for Registry-Data- backup. This hour will generally be scheduled for the early A.M. hours. The REGISTER will endeavor to maintain the data base in optimal working order. It is agreed and understood, however, that the SUBSCRIBER is not entitled to a refund of any portion of the subscription fee if the data base is temporarily inaccessible.
4. The SUBSCRIBER acknowledges that the REGISTER, his employees and agents and BARNSTABLE COUNTY shall not be liable under any circumstances for any damages, including consequential or incidental damages, which may result from the supplying of inaccurate information. The SUBSCRIBER also agrees to indemnify, defend and hold harmless the REGISTER and the COUNTY OF BARNSTABLE in any action arising from the SUBSCRIBER'S dissemination or use of the data base information. **NEITHER THE REGISTER OR HIS EMPLOYEES OR THE COUNTY OF BARNSTABLE WARRANT THAT THE INFORMATION OR DATA ACCESSED BY SUBSCRIBER IS ACCURATE OR CORRECT. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE.**
5. The SUBSCRIBER is responsible for and must provide all equipment necessary to access CAPEVIEW. The SUBSCRIBER will not attempt to alter, tamper, or otherwise interfere with CAPEVIEW indexes or data, nor will customer upload or download any CAPEVIEW information from any computer or system without the express written consent of the REGISTER.
6. The REGISTER will debit the SUBSCRIBER'S account for time used and/or documents printed.
7. Upon notice published over CAPEVIEW or otherwise delivered to the SUBSCRIBER, the REGISTER may modify this Agreement, the Operating rules, or the CAPEVIEW service. Such modification may include, without limitation, price changes, billing methods, implementation of user priorities and discontinuance of parts of CAPEVIEW.
8. This Agreement may be terminated immediately by the REGISTER and without notice to the SUBSCRIBER for SUBSCRIBER'S failure to comply with the terms of this Agreement or if the REGISTER fails to receive appropriate and continued funding for CAPEVIEW.
9. This Agreement represents the final and complete agreement of the parties, confers no rights on third parties and shall be modified only as set out above or by a subsequent written instrument

signed by all the parties and shall not be assigned. It shall be governed by Massachusetts law and venue for any action shall be Barnstable County. It shall be effective upon its execution by the parties and the REGISTER'S receipt of the annual subscription fee.

I agree to pay the REGISTER, as agent for the COUNTY OF BARNSTABLE, rates in effect for the billing period in which CAPEVIEW services are purchased and billed. I have read and fully understood the terms of this Agreement and agree to be bound by them.

DATE: \_\_\_\_\_

BUSINESS OR FIRM NAME: \_\_\_\_\_

BUSINESS OR FIRM ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Mail to: Barnstable Registry of Deeds, P.O. Box 368, Barnstable, MA 02630

**Don't forget to include a check and the completed Remote Access Application with this agreement.**

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