

**Santa Fe County Clerk's ClerkTrack WEB
Subscription Application and Agreement**

Name and address of individual/organization/company requesting access:

Contact person: _____

Telephone #: _____

E-mail address: _____

Santa Fe County system or database subscribing to:

Santa Fe County Clerk's ClerkTrack WEB

The Santa Fe County Clerk's ClerkTrack WEB application contains images of the records and documents scanned by the Santa Fe County Clerk and made available electronically to subscribers. The ClerkTrack WEB contains grantor/grantee indexes from January 1990 to the present; probate indexes from December 10, 1846 to present; document images from December 8, 2003 to present; document images from Books 650 to approximately 1615; plats (except Books 1 -30); and probate indexes. Access is limited to viewing and printing records.

Approved subscribers will receive a personal username and password via e-mail that will enable access to the requested service(s). Each service will have a separate username and password per subscriber.

Terms and Conditions of Access to the County Clerk's ClerkTrack WEB

1. Acceptance of Terms and Conditions. The County Clerk's ClerkTrack WEB service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. You or your company's exercise of access to the ClerkTrack WEB constitutes your agreement to all such terms, conditions and notices.
2. Fee. The fee for an annual subscription for access to the Santa Fe County Clerk's ClerkTrack WEB is \$600.00 payable biannually (\$300.00 January 1st and \$300.00 July 1st) with a \$50.00 set-up fee per subscription. The fees for access to the ClerkTrack WEB are nonrefundable. The \$50.00 set-up fee is a one-time charge if the subscriber maintains their account current and connected to the service. If you decide to discontinue your subscription or your account becomes delinquent and is disconnected for failure to keep the account current, a new \$50.00 set-up fee will be charged before the ClerkTrack WEB subscription

- service is reconnected. The access and set-up fees are due and payable prior to the issuance of the username and password that enables access to ClerkTrack WEB. The fees for ClerkTrack WEB is as specified by the County Clerk and may be changed from time to time.
3. Modification or amendments to terms and conditions. Santa Fe County reserves the right to change the terms, conditions, and notices under which access to the ClerkTrack WEB are offered, including but not limited to the fees associated with access to ClerkTrack WEB. The subscriber is responsible for regularly reviewing these terms, conditions and notices.
 4. No Unlawful or Prohibited Use. As a condition of your access to the ClerkTrack WEB service, you warrant to Santa Fe County that you or your company will not use the information accessed on the ClerkTrack WEB for any purpose that is unlawful or prohibited by these terms, conditions and notices. Subscriber may not use or access the ClerkTrack WEB in any manner which could damage, disable, overburden, or impair the ClerkTrack WEB or interfere with any other party's use of the ClerkTrack WEB. Subscriber will not violate any applicable laws, regulations or applicable Santa Fe County Ordinances.
 5. Right to Amend or Modify without Notice. Santa Fe County reserves the right at all times to disclose any information necessary to satisfy any applicable law or County ordinance, legal process or governmental request, and to amend or modify these terms, conditions and notices.
 6. Termination of Subscription. Santa Fe County reserves the right, in its sole discretion, to terminate a subscriber's access to the ClerkTrack WEB or any portion thereof at any time, without notice.
 7. Liability Disclaimer. The information, records, documents and images on the ClerkTrack WEB may include inaccuracies or typographical errors. Changes are periodically added to the information herein. The County may make improvements and/or changes to the accessible portions of the ClerkTrack WEB at any time. Information received on the ClerkTrack WEB should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific legal or financial advice. Santa Fe County makes no representations about the suitability, reliability, availability or accuracy of the information, records, documents or images on the ClerkTrack WEB for any purpose. Access to all such information, records, documents or images are provided "as is" without warranty of any kind. Santa Fe County does not guarantee the reliability of its computer systems, and the mechanical or technical failure of the County's computer system shall not give rise to a cause of action by an applicant or subscriber, nor shall it result in a decrease in the access fee in paragraph 2 (Fee) above. Santa Fe County hereby disclaim all warranties and conditions without regard to the access to this information, records, documents and images, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall Santa Fe County, its Elected Officials, employees or agents be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, damages for loss of access or data arising out of or in any way connected with the subscriber's access to the ClerkTrack WEB, with the delay or inability to access the ClerkTrack WEB, the provision or failure to provide services or access, or for any information or images obtained through access to the ClerkTrack WEB, or otherwise arising out of the access and use of the ClerkTrack WEB, whether based on contract, tort, negligence, strict liability or otherwise, even if the County or any of its Elected Officials, employees or agents have been advised of the possibility of damages. If you are dissatisfied

with any portion of the ClerkTrack WEB, or with any of these terms of use, your sole and exclusive remedy is to discontinue using or accessing the ClerkTrack WEB.

8. Restriction on Use by Minors. This subscription application and a subscription to access the ClerkTrack WEB on these terms, conditions, and notices is considered a contractual obligation between Santa Fe County and the applicant or subscriber, and the application and access to the ClerkTrack WEB by minors is prohibited.
9. No Assignment. Your subscription is personal to you or your company and you may not transfer or make available your username and password to others. Any distribution by you or your company may result in cancellation or termination of your subscription.
10. Tort Claims Act. The County or its “public employees” as defined in the New Mexico Tort Claims Act do not waive immunity, any defense or any limitation of liability by this Subscription Application. No provision in this Subscription Application modifies or waives any provision of the New Mexico Tort Claims Act and any liability incurred by the County in connection with this application agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, as amended.

I have read and understand the terms, conditions and notices of having access as a subscriber to the ClerkTrack WEB and I warrant that all information submitted is true and accurate and that I am authorized to sign this application and bind the subscriber to these terms, conditions and notices.

(Applicant's Signature and Title)

Date

Print Applicant's Name

Print Company/Business Name

Accepted by: _____ Date: _____
*Deputy Clerk (print name)

Amount of payment received: _____