

AGREEMENT FOR COPIES OF RECORDS CONTAINING TAX INFORMATION

This Agreement is entered for the period through _____ and _____, (hereafter "Effective Date") between the County of Contra Costa Assessor's Office, a political subdivision of the State of California (hereafter "County") and _____ hereafter "User").

Purpose: This Agreement sets forth the terms under which County agrees to provide User with copies of certain tax-related records.

The parties, therefore, mutually agree and promise as follows:

1. **Definitions**

a. "Tax Information" means (1) information, that is not exempt from disclosure, regarding property characteristics maintained by the Assessor for County and contemplated by Revenue & Taxation Code section 408.3, and (2) such other information that the County Assessor is not required by law to prepare or keep as is contemplated by Revenue & Taxation Code section 409.

b. "Record" means papers, files, books, photographs, maps, charts, microfiche, computer readable disks, tapes, cards, media stored on a computer, or any other reproducible media.

c. "Tax Information Records" means (1) the Records containing Tax Information described in Appendix A and (2) those Records that County provides to User within 2 years of the Effective Date that contain Tax Information.

d. "County" means the County of Contra Costa and its officers, employees, and agents.

2. **Scope of the Agreement**

The Agreement governs all Tax Information Records, which includes those Records described in Appendix A and any Records containing Tax Information provided by County to User within 2 years of the Effective Date.

3. **Payment by User**

a. **Payment Amount**

Pursuant to Revenue and Taxation Code sections 408.3 and 409, User shall pay County for County's actual costs of developing and providing the Tax Information Records. The actual cost of developing and providing the Tax Information Records is not limited to duplication or reproduction costs, but may include recovery of developmental and indirect costs, such as overhead, personnel, supply, material, office storage, and computer costs (including computer programming costs).

b. **Payment Process**

User shall pay the Estimated Total Cost, shown in Appendix A, to County prior to County providing the Tax Information Records to User. If the Estimated Total Cost exceeds County's actual costs of developing and providing the Tax Information Records, County will refund the balance to User. If County's actual costs of developing and providing the Tax Information Records exceeds the

Estimated Total Cost, User shall pay the balance before County provides the copies of the Tax Information Records to User.

c. Payment for Services

User understands and agrees that County is not selling the Tax Information but merely recovering its costs of developing and providing the Tax Information Records. User further understands and agrees that this Agreement is not for the sale of goods and is not subject to the provisions of the California Commercial Code or any other law pertaining to the sale of goods.

4. Provision of Records by County

a. Timing

County will use reasonable efforts to timely provide User with the Tax Information Records.

b. Limitations

User understands that County cannot provide computerized updates of Records containing Tax Information. User further understands that any computer programming relating to the Tax Information is done by County as a courtesy to allow Tax Information to be copied in the form desired by user, rather than the form maintained by County.

5. COUNTY'S DISCLOSURE & DISCLAIMER; WARNING TO USER

USER UNDERSTANDS AND AGREES TO THE FOLLOWING:

A. COUNTY MAKES ABSOLUTELY NO WARRANTY WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AS TO THE ACCURACY, THOROUGHNESS, VALUE, QUALITY, VALIDITY, MERCHANTABILITY, SUITABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF THE TAX INFORMATION RECORDS AND ANY PROGRAMMING USED TO OBTAIN THE TAX INFORMATION IN THE FORM DESIRED BY USER, NOR AS TO WHETHER THE TAX INFORMATION RECORDS ARE UP-TO-DATE, COMPLETE, OR BASED UPON ACCURATE OR MEANINGFUL FACTS.

B. THE TAX INFORMATION RECORDS ARE PROVIDED "AS IS," AND USER FULLY EXPECTS THAT THE RECORDS MAY CONTAIN ERRORS AND/OR OMISSIONS.

6. Liability

a. User's Waiver of Liability

User hereby forever waives any and all rights, claims, causes of action or other recourse that it might otherwise have against County for any injury or damage of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in the Tax Information Records or any programming used to obtain the Tax Information in the form desired by User, or in any manner arising out of or related to this Agreement or the Tax Information Records provided hereunder.

b. No Liability Pursuant to Statute

User declares that (s)he is aware of and agrees with California Revenue and Taxation Code Section 408.3(d), which provides as follows:

The Legislature finds and declares that information concerning property characteristics is maintained solely for assessment purposes and is not continuously updated by the assessor. Therefore, neither the county nor the assessor shall incur any liability for errors, omissions, or approximations with respect to property characteristics information provided by the assessor to any party pursuant to this section. Further, this subdivision shall not be construed to imply liability on the part of the county or the assessor for errors, omissions, or other defects in any other information or records provided by the assessor pursuant to the provisions of this part.

7. **Indemnification**

User hereby agrees to defend, save, hold harmless and indemnify County and its officers, employees and agents, against claims by anyone for any loss, injury, damage, risk, cause of action or liability of any type (including legal fees) occurring to User or any other person, relating to or arising out of the subject matter of this Agreement, or which may be alleged to have been caused, either directly or indirectly, by the acts, conduct, omissions, negligence or lack of good faith of County, its officers, agents or employees in any way related to or arising out of the subject matter of this Agreement, except for liability resulting from the sole negligence or sole willful misconduct of County and its officers, employees, and agents.

8. **Third Party Use of Tax Information**

User agrees that it will not provide or disclose Tax Information Records and/or the data in the Tax Information Records to any other entity, business or individual without either:

(1) disclosing that such records and/or data is obtained from County and including a complete copy of Paragraphs 5, 6 and 7 of this Agreement with the Tax Information and/or data from the Tax Information Records, or

(2) expressly stating, in a writing provided to the other entity, business or individual, that User assumes full and sole responsibility for the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition and fitness for any particular purpose of the Tax Information Records and/or data in the Tax Information Records and any programming used to obtain such information.

9. **Entire Agreement**

This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

