

MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ by and between Clark County Assessor's Office, a department of Clark County, hereinafter referred to as "County" and _____ thereinafter referred to as "Company".

WITNESSETH:

WHEREAS, County, pursuant to NRS 239.010, maintains data bases of public books and records which are open to inspection and duplication by the public; and

WHEREAS, Company provides information and services to the public which utilizes data from public records; and

WHEREAS, Company is desirous of accessing directly the County's data base for the purpose of acquiring the information contained in public record for the use of its customers, subscribers and/or shareholders,

NOW, THEREFORE, it is mutually agreed as follows:

1. County shall provide Company public information through electronic terminal access, magnetic tape, computer printouts or microfilm. In the event access is to County Central Computer Facility, County reserves the right to pre-approve or provide to company the necessary equipment in order to protect and preserve the network integrity.

2. Company shall within 30 days of written notification by County reimburse County for all expenses necessarily incurred in providing the data requested, said amount to include but not to be limited to the cost of preparation, delivery and review of requested data.

3. It is agreed by the parties that Company is and shall remain an independent contractor with respect to the services being performed by Company pursuant to this agreement and shall not for any purpose be deemed an employee of County; nor shall the parties be deemed partners, joint venturers or governed by any legal relationship other that of independent contractors.

4. It is agreed by the parties that in the event any confidential data is inadvertently revealed to Company in connection with furnishing of the records herein specified, Company shall not reveal the same to any person nor utilize said information in any manner. That at the option of County, Company shall either destroy or return to County said confidential data.

5. It is agreed by the parties that County makes no warranties as to the accuracy, or validity of the information provided, assumes no liability for errors, omissions or inaccuracies that may occur in said information, and accepts no responsibility for the correctness of any records subsequently produced by Company with the use of said data.

6. Company agrees to compensate County at its rate of cost, for any extraordinary expenses incurred by County as a result of Company's dissemination of data attributed to County which data Company knows to be inaccurate.

7. Company agrees to protect, defend, indemnify and hold harmless County from and against any and all liability, damage, claims, suits, liens and judgements of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to any person or persons caused by Company's dissemination of data which Company knows to be inaccurate.

8. Company's obligation to protect, defend, indemnify, and save harmless as set forth in this Agreement shall include any and all necessary and reasonable attorneys' fees incurred by County in the defense and/or handling of said suits, demands, judgements, liens, claims and the like and all necessary and reasonable attorneys' fees and investigation expenses incurred by County in enforcing and/or obtaining compliance with the provisions of the Agreement.

9. Company shall not assign any rights or delegate any duties in this Agreement without the written consent of County. Any such assignments or delegations without consent of County shall be just cause for County's cancellation of this Agreement.

10. The term of this Agreement shall extend for one year unless otherwise terminated.

11. Either party may terminate this Agreement for its convenience at any time by giving notice of its intention to do so in writing 30 days prior to the proposed termination date by certified mail to the designees identified herein.

12. County designates Robert Kelley of the Assessor's Office as the person responsible for the administration of this Agreement on behalf of County. Company will designate _____ as the person responsible for administration of this Agreement on behalf of the Company.

13. This Agreement contains the entire Agreement and understanding of the parties hereto and supersedes all prior oral and written negotiations of every kind.

14. This Agreement may be amended only by written mutual agreement of the parties.

15. This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

IN WITNESS WHEREOF, we place our hands the day and year first above written.

CLARK COUNTY: By _____
Robert Kelley

COMPANY: By _____

Print Name: _____

Date: _____

Date: _____