TETON COUNTY

DOCUMENTS/COMPUTER/RECORDS WAIVER

Under the penalty of perjury, I hereby certify that I will not be using, nor will I allow to be used in any form or manner, the records, documents, or lists (hereinafter called "Data") obtained from Teton County as a mailing or telephone number list for purposes such as soliciting, marketed research, etc.

I further certify the following:

Such data will not be sold or distributed in any manner, nor shall I, or anyone else, relinquish possession of data, or any part of the data, to any person or persons not authorized by Teton County.

I shall not reproduce or copy the data in any form without first obtaining the written approval of Teton County, nor will I allow anyone else to do the same.

I agree that I cannot use, nor will I allow anyone else to use, distribute, or sell for use, as a mailing list or a telephone number list any list of persons contained in the data without first receiving the permission of those on the list.

I understand that if a court finds that I have deliberately and in bad faith used this data or allowed it to be used as a mailing list or a telephone number list, I can be found liable for a civil penalty in an amount of up to $10,000.00.

In keeping with the Teton County's statutory duty to ensure that this data will not be used for purposes of a mailing or telephone list prohibited by Idaho Code Section 9-348, I understand that certain non-responsive information may be included in the data that I received, which can be used to assist Teton County in tracing the data and verify the origin of any prohibited use.

I understand that some or all of the data may come under the purview of the Idaho "public records statutes," contained under Idaho Code §9-335 et seq., and, as such, is subject to all laws and regulations (both federal and state) that apply to "public records". I agree not to release the data in violation of any applicable federal or state law or regulation concerning "public records."

I understand Idaho law is unclear as to records, which must be, may be, or should not be released. Some or all of the information I receive may be subject to state or federal privacy concerns. Divulging or publishing this information may cause harm or an actionable wrong against a person. By requesting, receiving and/or publishing this information, I agree to indemnify and defend anyone employed by Teton County if any such harm is claimed to be the result or somehow connected to the release and/or publication of such information.

I shall indemnify, hold harmless, and defend (providing an attorney of the County's choice) the County and its elected officials, agents, consultants or employees from and against any and all liabilities, claims, penalties, fines, suits, costs or expenses incident thereto (including, but not limited to, costs of defense, settlement, and reasonable attorney fees) which may be alleged against the County or which the County may incur or become responsible for as a result of my use (or anyone else's use if I was the source of the data obtained by them) of the data in any violation or alleged violation of any and all applicable federal and state laws, including, but not limited to, laws concerning the use of public records of Idaho Code §9-335, §9-337 et seq.

I understand and agree that Teton County; its consultants or agents make no warranties, expressed or implied, as to the accuracy, validity, or correctness of any of the information contained in the data given to me. I will display the notice in any computerized publications that Teton County makes no warranties, expressed or implied, as to the accuracy, validity, or correctness of any of the information contained in the data and that Teton County is not liable for errors, omissions, or inaccuracies that may appear in my publications as a result of the data provided by Teton County under this Waiver.

As the signatory of this Waiver, I am authorized by my employer, if any, to serve as an agent for my employer in this agreement, and my employer by so authorizing this agency, waives any defenses that it might otherwise have, arising from an alleged non-agency with the signatory.

Company or Agency Name: _____

By (Authorized Signature): _____

Print Name & Title _____

E-mail address: _____

Date: _____

Mailing Address: _____

_____

_____

(OPTION TO RECIPROCATE DATA IN LIEU OF PAYMENT OF FEES)

In lieu of payment to Teton County for the receipt of county data or records, I hereby agree to exchange like data or records in my possession or my employer's possession with Teton County. The exchange of such information is strictly voluntary, and I acknowledge that I may pay Teton County the requested rate for the production of the data or records that I have requested; Teton County may not require the exchange of data or records in lieu of payment. I further acknowledge that any data or records I wish to exchange with Teton County may not be given to Teton County in lieu of payment without first disclosing to Teton County the nature of the data or records and receiving approval from Teton County for the exchange of the data or records .I further acknowledge that I have the express authority or permission to disclose any data or records I wish to exchange with Teton County. **By placing a check next to this paragraph I acknowledge that I would like, upon approval by Teton County, to exchange data or records with Teton County in lieu of payment for the data or records I am eligible to receive from Teton County.**