

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
REGISTRATION AND TITLING PROGRAM



REQUESTER ACCOUNT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____, between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, herein called “seller” and _____, herein called “buyer”.

WHEREAS, buyer desires to purchase information from seller’s record, it is agreed that the seller will furnish said information as soon as possible after receipt of request, except that seller may elect to cease furnishing said information for other reasons required by law or regulations, and

IT IS FURTHER AGREED that the buyer will not use any information or portions of information acquired under the provisions of this contract for any purpose not listed in the Statement of Uses below without prior approval in writing by seller and that buyer will not sell, assign, or otherwise transfer any of the information or portions of information acquired under the provisions of this contract to any other person except as provided below. For breach of this condition, the seller may elect to cancel this contract immediately upon notice to the buyer.

STATEMENT OF USES

EXCEPTION to prohibition against resale: Buyer may not sell, assign, or otherwise transfer information obtained from the seller's records pursuant to this contract to any other person(s) (hereafter "transferee") without seller's prior written approval. Both buyer and transferee must agree, in writing, that:

1. In obtaining information from the records of the seller, transferee is acting as the agent of the buyer.
2. Neither transferee nor buyer will use the information or portions of information obtained pursuant to this contract for any purpose other than those listed in the Statement of Uses, above.
3. Neither buyer nor transferee will sell, assign, or otherwise transfer any information or portions of information obtained pursuant to this contract to any other person.

Breach of any of the above conditions shall give cause to the seller to terminate this contract, with notice, and forever-after, discharge said seller from any and all liabilities and obligations imposed hereunder.

IT IS FURTHER AGREED that buyer will place an initial advance deposit with the seller, of not less than \$250.00 to cover the seller's estimated cost for processing subsequent individual requests, including salaries and wages, operating expenses, and equipment. Current information service costs are \$25.00 for Informal Title Search and \$35.00 for Formal Title Search per record. Payment must be in the form of a negotiable check or money order and must reach the seller before delivery of information.

IT IS FURTHER AGREED that buyer will maintain a level of advance deposit sufficient to cover the services requested from seller.

BUYER AGREES to comply with the provisions of Title 15, U.S.C., Sections 1681 to 1681 (t) (Credit Reporting Agencies), if these sections are applicable to the buyer's business and method of operations.

THE BUYER agrees to indemnify, defend and save harmless the State, its officer, agents, and employees from any and all claims and losses accruing or resulting to any transferee in connection with information obtained from seller's records.

Except for the election of seller to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon 30 days written notice to the other.

Seller	Buyer
DEPARTMENT OF HOUSING AND	Co. Name: _____
COMMUNITY DEVELOPMENT	By: _____
By: _____	Title: _____
Title: _____	Address: _____

	Phone #: _____
	FAX #: _____

List of Authorized Employees
(Please Print)

Check this box if the Online Title Search Service is requested with the Requester Account.

Enter the name of the person within the firm to be designated as the Online Account Administrator: _____

Enter the PIN to be assigned to the designated Account Administrator _____