



Specializing in City and County Platbooks since 1955

Carson Map Company, Inc.

P.O. Box 4702
McAllen, TX 78502
956-797-1514

Lease Agreement

Parties:

Carson Map Company – Lessor

Company – (name, address, etc) – Lessee

Company Name:

Address:

City, State, Zip:

Phone Number:

WHEREAS, Carson Map Company is an online service company providing a database of plats and a search engine for platbooks and research of plats for specific areas (“online service”).

WHEREAS, Company wishes to lease such online service at the terms noted below.

ACCORDINGLY, the Parties agree as follows:

I hereby agree to lease _____ at the rate of \$_____ for a total of _____ users plus tax \$_____. The term of the Agreement is for thirty six (36) months effective _____ and is subject to commitment of _____ current revenues by the County. The Agreement may be terminated with 60 days notice in writing to Carson Map Company Inc. The lease payment is due at the beginning of the lease and annually on the anniversary date of the lease. Carson Map Company will provide revisions, when available, at no additional charge. The lease rate is subject to change with 30 days notice on an annual basis.

Payments shall be processed in accordance with the TExas Prompt Payment Act (Tex. Govt. Code Ch. 2251).. Your annual statement will be emailed 60 days prior to the due date and we will follow up 10 days before your due date. You may incur a temporary interruption in service due to late payment. To prevent any interruption in service please contact us if you have a payment delayed that will not reach us in a timely manner.

Your signed lease remains in effect and will be renewed annually with your annual lease payment. You will not need to provide a new signed lease each year. Updates to the lease will be included with your annual billing statement.

Company agrees to use its best efforts and to take all reasonable steps to safeguard the service and online information of Lessor to

ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution in whole or in part, in any form, shall be made. Notwithstanding, Company is allowed to make hard copies of the information as needed for work or internal use purposes only. Company acknowledges that the service and information therein contains valuable confidential information and trade secrets and that unauthorized use and/or copying is harmful to Lessor.

It is further agreed that the Lessee will not allow anyone not in his/her employ to utilize or examine the online service. Company agrees to not decompile, reverse engineer, or disassemble the online service. This lease is personal to Company, and Company will not allow third parties access to the online service without the consent of Lessor. Online services are protected by the United States Copyright laws and may not be reproduced or offered for sale by Company. Online service includes but is not limited to all code, databases, data, software, and architecture, and are the property of Carson Map Company, and except as noted herein, Company acquires no rights of any kind to this property.

The online services contain data and information that has been obtained by Carson Map Company from governmental and other sources it believes reliable. Carson Map Company is not responsible for the completeness or accuracy of the online services, and no warranty or representation, expressed or implied, is given regarding the correctness, accuracy, timeliness, merchantability or fitness for a particular purpose of the online services. Lessor’s liability to Company, if any, for damages for whatever cause arising from this Agreement, shall in no event exceed the amount paid to Lessor for the license of the online service.

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to the choice of law doctrine of such state. Any suit brought by either party against the other party for claims arising out of this Agreement shall be brought in the competent courts of Hidalgo County, Texas, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

Signature of Authorized Representative:

_____ Date: _____

Printed Name of Authorized Representative:

Email Address
