



**PAUL D. PATE**  
 Secretary of State  
 State of Iowa

# Master File Agreement

This agreement is made between the Office of Secretary of State, an agency of the State of Iowa, (hereafter, the agency), and \_\_\_\_\_, a user of the agency's master file service (hereafter, the user).

1. Pursuant to Iowa Code chapter 22, "Examination of Public Records," the agency agrees to provide master files of its data bases in a tab-delimited file that is downloaded from the agencies web site by the user.
2. The user subscribes to the following master file service (please check all that apply):

<b>CORPORATIONS \$200 each</b>	<b>UCC \$300 each</b>	<b>CORP &amp; UCC \$500 each</b>
_____ One-Time	_____ One-Time	_____ One-Time
_____ Weekly	_____ Weekly	_____ Weekly
_____ Monthly	_____ Monthly	_____ Monthly

**USER INFORMATION:** (person who will download the file)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**PAYMENT METHOD:**

(a) \_\_\_\_\_ Payment Enclosed (Only for One-time copies)

(b) \_\_\_\_\_ Credit Card: (Only for One-time copies)

Account Holder Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Holder Address: \_\_\_\_\_

Account #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

(c) \_\_\_\_\_ Charge to Account #: \_\_\_\_\_

3. The agency shall establish a fee for the master file service in accordance with Iowa Code chapter 22, and Iowa Administrative Code chapter 721. The fee schedule shall be posted in the agency's Lucas Building office. The agency will notify the user 90 days in advance of any change in the fee schedule. The user agrees to pay the agency for the master file service in accordance with the fee schedule in effect on the date that the service is provided. The agency will bill the user quarterly, in advance.
4. The agency disclaims any liability for the completeness and accuracy of information contained in the file. If the user provides information from the file to third parties, the user agrees to inform the third party that the secretary of state of the state of Iowa does not warrant the completeness and accuracy of the information, and that certification of information can only be obtained from the office of the secretary of state of the state of Iowa. The text of the notice shall be agreed to by the parties to this agreement, and shall not be modified by the user without the written consent of this agency.
5. The user agrees to indemnify, defend and save harmless the agency, its officers, agents, and employees, from damages caused to any person due to errors or omissions of the user in the use of the information contained in the file.
6. A monthly or weekly master file service agreement is effective until terminated by the agency or the user upon ninety (90) days written notice delivered by first class mail. If the agreement is terminated by the user, the agency will refund payment for any services not rendered. The agency may terminate the agreement upon failure of the user to pay for services within 30 days of the date that a payment is due.
7. This agreement may be amended by a writing, signed by the parties to this agreement. The terms of this agreement constitute all the terms of the agreement, and no oral understandings or agreements not incorporated in this agreement shall be binding upon either party.
8. This agreement is governed by the laws of the state of Iowa.

\_\_\_\_\_  
Requester's Signature

\_\_\_\_\_  
Dated

*For agency use only:*

\_\_\_\_\_  
Michael Ross, Deputy Secretary of State/Chief of Staff

\_\_\_\_\_  
Dated

**IOWA SECRETARY OF STATE**  
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