



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):

CORPORATIONS \$200 each	UCC \$300 each	CORP & UCC \$500 each
_____ 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 #: _____

(continued on back)

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.

For the agency:

Mark Snell

Dated: _____

For the user:

Dated: _____

SECRETARY OF STATE
Attn: Accounting
Lucas Building, 1st Floor
Des Moines, IA 50319

Phone: (515) 281-5247

Fax: (515) 281-4682

sos.iowa.gov