



COUNTY OF LOS ANGELES
JEFFREY PRANG, ASSESSOR
 500 WEST TEMPLE STREET, Room 291
 LOS ANGELES, CALIFORNIA 90012-2770
assessor.lacounty.gov
 (213) 974-3363



DATA SALES ORDER FORM AND AGREEMENT

NOTICE: *SIGNIFICANT CHANGES HAVE BEEN MADE TO THIS ORDER FORM AND AGREEMENT. UPON ACCEPTANCE BY THE OFFICE OF THE ASSESSOR, THIS ORDER CONSTITUTES A BINDING AGREEMENT BETWEEN THE PURCHASER AND THE COUNTY OF LOS ANGELES, OFFICE OF THE ASSESSOR, FOR THE SALE OF THE WITHIN DESCRIBED PERSONAL PROPERTY OF THE COUNTY. BEFORE SUBMITTING YOUR ORDER, PLEASE READ THE ENTIRE DOCUMENT. YOUR SIGNATURE SIGNIFIES THAT YOU UNDERSTAND AND ACCEPT ALL OF THE TERMS:*

PURCHASER INFORMATION:

Name: _____
 Company Name: _____
 Department: _____
 Address: _____
 City: _____ State: _____ ZIP: _____
 Telephone: _____
 e-mail: _____

SHIP TO: *Complete below if different from above.*

Name: _____
 Company Name: _____
 Department: _____
 Address: _____
 City: _____ State: _____ ZIP: _____
 Telephone: _____
 e-mail: _____

MEDIUM	ITEM NAME	FORMAT (MS Access, ASCII Text, etc.)	COPIES REQUIRED

DELIVERY INSTRUCTIONS: Pick-up _____ U.S. Mail _____ Other _____

**Please note that if you'd like the shipment to be via Fed-Ex or UPS or DHL, you need to provide your account number, so that we can charge it to your account. Do not add any shipping cost to your order if you will be using your own account number.*

PURCHASED MATERIALS WILL BE USED AS FOLLOWS:

(All uses must be listed.)

AGREEMENT/ACKNOWLEDGEMENT OF ASSESSOR RECORDS RESTRICTIONS

I/we, the Purchaser, acknowledge, understand, and agree to the following terms and conditions:

1. Authorizing Legislation: The County of Los Angeles ("County") Office of the Assessor ("Assessor") property records are being provided under this Agreement pursuant to various provisions of the California Public Records Act and the Revenue and Taxation Code, including but not limited to Government Code Sections 6253, 6254.21, 6254.24 and Revenue and Taxation Code Sections 408, 408.1, 408.2, 408.3, 451, 481, 601 and 602.

2. General Conditions: The Purchaser shall at all times observe and comply with all applicable laws, ordinances, regulations, and orders of public agencies that relate to the Agreement or any agreement entered hereunder, including but not limited to California Government Code Sections 6254.21 and 6254.24. The Purchaser more specifically understands that Government Code Section 6254.21 requires that no person, business, or association shall publicly post or publicly display on the Internet the home address or telephone number of any elected or appointed official if that official has made a written demand of that person, business, or association to not disclose his or her name, address, or telephone number. The person, business, or association that receives the written demand of an elected or appointed official shall remove the official's home address or telephone number from public display on the Internet within 48 hours of delivery of the written demand, and shall continue to ensure that this information is not reposted on the same Internet Web site, subsidiary site, or any other Internet Web site maintained by the recipient of the written demand. Purchaser acknowledges that they will be provided a complete copy of Government Code Sections 6254.21 and 6254.24 as Exhibit A of this Agreement. It is Purchaser's responsibility to ensure that they remain apprised of any changes in these sections as well as any other laws concerning the protection of privacy of individuals and the dissemination of public information.

3. Duplication and Resale of Assessor Property Records: The Assessor property records provided to the Purchaser are for the exclusive use of the Purchaser only. The Purchaser is prohibited from distributing the Assessor property records in the same or similar format and quantity in which the Assessor provided them to the Purchaser. The Purchaser is prohibited from relinquishing possession of the Assessor's property records received from the Assessor to any other person or persons, or legal entity, nor may the Purchaser, or its agent or employees, rent, lease, sublease, loan, copy, or otherwise distribute the Assessor property records or allow others to use the Assessor property records in the format in which they were provided by the Assessor.

4. Disclaimers: Pursuant to Revenue and Taxation Code Section 408.3, information concerning property characteristics is maintained solely for assessment purposes and is not continuously updated. Moreover, the Assessor may show a tentative assessed value for the roll being prepared which is subject to change prior to actual delivery of the roll and no reliance on it shall be made. Therefore, neither the County nor the Assessor makes representation nor grants any implied or express warranty that the information provided under this Agreement is accurate or complete or without errors or omissions. In accordance with Revenue and Taxation Code Section 408.3 subdivision d, neither the County nor the Assessor shall be liable to the Purchaser for any damages incurred directly or indirectly from errors, omissions, or discrepancies in the information provided. Neither the County nor the Assessor or its officers assume any liability for damages incurred directly or indirectly from errors, omissions, or discrepancies in such information, or from the dissemination of the public documents provided in general. The Purchaser, therefore, agrees to forego the pursuit of any and all available legal and equitable remedies arising from any damages incurred due to using the information provided by the Assessor.

5. Indemnification: The Purchaser shall indemnify and hold harmless the County and the Assessor, and its officers and employees, from any and all loss, cost, damage, expense or liability that may arise directly or indirectly as a result of any and all claims, losses, damages and/or injuries arising out of this Agreement, including, but not limited to, those alleged to have occurred as a result of: (1) the conduct of the Purchaser, the Purchaser's agents, employees, officers, contractors, subcontractors, bailees, subscribers or customers or any of them, whether on behalf of the Purchaser or on behalf of the Assessor; and/or (2) the release, dissemination, publication, broadcast, distribution, or other use of data or information that is the subject of this Agreement.

6. Payment: Payment of the standard charges, as determined by reference to the Assessor's Property Data Sales Price List, is to be made by the Purchaser upon picking up the product or prior to obtaining the product (if it is to be sent by mail, e-mail, or FTP), or within 30 days of billing (if a trust account has been set up with our office). The exact price of the materials ordered may not be determined until the order is finalized as the price is determined by the amount of media and data required, and as such, the price is subject to change based on the final data produced. Purchaser agrees to pay the price based on the final data produced in the order. Prices for customized orders will be reviewed on a case by case basis. If the Assessor is able to provide the customized records, the costs of producing the records may include, but are not limited to, compilation, extraction, and programming costs. Once the product has been delivered, no refunds will be made unless the order has been incorrectly processed.

I, _____, hereby declare that I have read and understand this order and agreement, and that I am duly authorized to place this order on behalf of the agency, firm or individual identified above as "Purchaser", and to bind Purchaser to the above terms and conditions. I further agree to abide by provisions 1 through 6 as set forth above in the "Agreement/Acknowledgement of Assessor Records Restrictions".

Signature Date

Title or Position

SPECIAL INSTRUCTIONS:

Please make the check or money order payable to **Los Angeles County Assessor** and send it along with the original Order Form to:

**LOS ANGELES COUNTY ASSESSOR
500 W. TEMPLE STREET, ROOM 304
LOS ANGELES, CA 90012
Attn: Accounting Department**

FAX NO.: (213) 633-1923

Mailing lists/labels are exempt from sales tax. A 9.50% state sales tax will be applied to all other orders purchased at our office or shipped within Los Angeles County (with the exception of those cities which have a higher rate). California orders outside L.A. County will have a 7.25% tax rate applied. No tax applied on orders sent via e-mail or FTP, or out-of-state orders. Sales tax also applies to shipping/handling charge.

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Files are also available via e-mail, except for Local Roll (entire L.A. County), SBF Abstract (entire L.A. County), and GIS parcel boundary shapefile map.

Mail orders generally require a \$2 charge for postage and handling.

If you have any questions, feel free to call our office at (213) 974-3363.

Or you may come in person to our office (Room 291) to discuss and order the data.

EXHIBIT A

Cal Gov Code § 6254.21 (2010)

§ 6254.21. Posting home address or phone number of official on Internet without permission; Violation; Relief; Definitions

(a) No state or local agency shall post the home address or telephone number of any elected or appointed official on the Internet without first obtaining the written permission of that individual.

(b) No person shall knowingly post the home address or telephone number of any elected or appointed official, or of the official's residing spouse or child, on the Internet knowing that person is an elected or appointed official and intending to cause imminent great bodily harm that is likely to occur or threatening to cause imminent great bodily harm to that individual. A violation of this subdivision is a misdemeanor. A violation of this subdivision that leads to the bodily injury of the official, or his or her residing spouse or child, is a misdemeanor or a felony.

(c) (1)

(A) No person, business, or association shall publicly post or publicly display on the Internet the home address or telephone number of any elected or appointed official if that official has made a written demand of that person, business, or association to not disclose his or her home address or telephone number.

(B) A written demand made under this paragraph by a state constitutional officer, a mayor, or a Member of the Legislature, a city council, or a board of supervisors shall include a statement describing a threat or fear for the safety of that official or of any person residing at the official's home address.

(C) A written demand made under this paragraph by an elected official shall be effective for four years, regardless of whether or not the official's term has expired prior to the end of the four-year period.

(D)

(i) A person, business, or association that receives the written demand of an elected or appointed official pursuant to this paragraph shall remove the official's home address or telephone number from public display on the Internet within 48 hours of delivery of the written demand, and shall continue to ensure that this information is not reposted on the same Internet Web site, subsidiary site, or any other Internet Web site maintained by the recipient of the written demand.

(ii) After receiving the elected or appointed official's written demand, the person, business, or association shall not transfer the appointed or elected official's home address or telephone number to any other person, business, or association through any other medium.

(iii) Clause (ii) shall not be deemed to prohibit a telephone corporation, as defined in Section 234 of the Public Utilities Code, or its affiliate, from transferring the elected or appointed official's home address or telephone number to any person, business, or association, if the transfer is authorized by federal or state law, regulation, order, or tariff, or necessary in the event of an emergency, or to collect a debt owed by the elected or appointed official to the telephone corporation or its affiliate.

(E) For purposes of this paragraph, "publicly post" or "publicly display" means to intentionally communicate or otherwise make available to the general public.

(2) An official whose home address or telephone number is made public as a result of a violation of paragraph (1) may bring an action seeking injunctive or declarative relief in any court of

competent jurisdiction. If a court finds that a violation has occurred, it may grant injunctive or declarative relief and shall award the official court costs and reasonable attorney's fees. A fine not exceeding one thousand dollars (\$1,000) may be imposed for a violation of the court's order for an injunction or declarative relief obtained pursuant to this paragraph.

(3) An elected or appointed official may designate in writing the official's employer, a related governmental entity, or any voluntary professional association of similar officials to act, on behalf of that official, as that official's agent with regard to making a written demand pursuant to this section. A written demand made by an agent pursuant to this paragraph shall include a statement describing a threat or fear for the safety of that official or of any person residing at the official's home address.

(d)

(1) No person, business, or association shall solicit, sell, or trade on the Internet the home address or telephone number of an elected or appointed official with the intent to cause imminent great bodily harm to the official or to any person residing at the official's home address.

(2) Notwithstanding any other law, an official whose home address or telephone number is solicited, sold, or traded in violation of paragraph (1) may bring an action in any court of competent jurisdiction. If a jury or court finds that a violation has occurred, it shall award damages to that official in an amount up to a maximum of three times the actual damages but in no case less than four thousand dollars (\$4,000).

(e) An interactive computer service or access software provider, as defined in Section 230(f) of Title 47 of the United States Code, shall not be liable under this section unless the service or provider intends to abet or cause imminent great bodily harm that is likely to occur or threatens to cause imminent great bodily harm to an elected or appointed official.

(f) For purposes of this section, "elected or appointed official" includes, but is not limited to, all of the following:

- | | |
|--|--|
| (1) State constitutional officers | (9) Appointees of the Legislature |
| (2) Members of the Legislature | (10) Mayors |
| (3) Judges and court commissioners | (11) City attorneys |
| (4) District attorneys | (12) Police chiefs and sheriffs |
| (5) Public defenders
6254.24 | (13) A public safety official, as defined in Section |
| (6) Members of a city council | (14) State administrative law judges |
| (7) Members of a board of supervisors | (15) Federal judges and federal defenders |
| (8) Appointees of the Governor | (16) Members of the United States Congress and
appointees of the President |

(g) Nothing in this section is intended to preclude punishment instead under Sections 69, 76, or 422 of the Penal Code, or any other provision of law.

Cal Gov Code § 6254.24 (2010)

§ 6254.24. "Public Safety Official" defined

As used in this chapter, "public safety official" means the following:

- (a) An active or retired peace officer as defined in Sections 830 and 830.1 of the Penal Code.
- (b) An active or retired public officer or other person listed in Sections 1808.2 and 1808.6 of the Vehicle Code.
- (c) An "elected or appointed official" as defined in subdivision (f) of Section **6254.21**.
- (d) An attorney employed by the Department of Justice, the State Public Defender, or a county office of the district attorney or public defender, the United States Attorney, or the Federal Public Defender.
- (e) A city attorney and an attorney who represent cities in criminal matters.
- (f) A specified employee of the Department of Corrections and Rehabilitation who supervises inmates or is required to have a prisoner in his or her care or custody.
- (g) A sworn or nonsworn employee who supervises inmates in a city police department, a county sheriff's office, the Department of the California Highway Patrol, federal, state, or a local detention facility, and a local juvenile hall, camp, ranch, or home, and a probation officer as defined in Section 830.5 of the Penal Code.
- (h) A federal prosecutor, a federal criminal investigator, and a National Park Service Ranger working in California.
- (i) The surviving spouse or child of a peace officer defined in Section 830 of the Penal Code, if the peace officer died in the line of duty.
- (j) State and federal judges and court commissioners.
- (k) An employee of the Attorney General, a district attorney, or a public defender who submits verification from the Attorney General, district attorney, or public defender that the employee represents the Attorney General, district attorney, or public defender in matters that routinely place that employee in personal contact with persons under investigation for, charged with, or convicted of, committing criminal acts.
- (l) A nonsworn employee of the Department of Justice or a police department or sheriff's office that, in the course of his or her employment, is responsible for collecting, documenting, and preserving physical evidence at crime scenes, testifying in court as an expert witness, and other technical duties, and a nonsworn employee that, in the course of his or her employment, performs a variety of standardized and advanced laboratory procedures in the examination of physical crime evidence, determines their results, and provides expert testimony in court.

INITIALS