

cm 1439

CS-08-377

WEST ORDER FORM FOR WESTPACK PRODUCTS
 610 Opperman Drive
 St. Paul, MN 55164-1803
 Tel: 651/687-8000

WEST®
 A Thomson Reuters business

<u>Check West account status below as applicable:</u>		Rep Name & Number <u>Lisa McNeil 0039888</u>	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>		Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Acct # <u>1003327561</u>	PO # _____	Date <u>8/24/09</u>	
Name/Subscriber <u>Nassau County Comm Board</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>David Hallman</u>			
E-Mail <u>dhallman@nassaucountyfl.com</u>			
Westlaw Password Contact Name (for password delivery) <u>David Hallman</u>		E-Mail <u>dhallman@nassaucountyfl.com</u>	
WestPack WestlawPRO Products			
WestPack Promotion Code: <u>WPK3</u>			

REQUIRED

IF NEEDED

WestPack WestlawPRO Products

Full Svc #	WestlawPRO Products	# of Passwords/ FTEs/Students	Monthly Banded/ Base Rate	Per User Rate	Other	Total Monthly WestlawPRO Charges
40584056	Government Select- 2 attys, 24 points	3	\$1,317		45%	\$724.35

Notes:
 Discount approved by Gov Exceptions East. MSA conversion approved by Michele Fischer. Please start 9/1/09
Westpack books on account 1000319211

Total Monthly Charges \$ \$724.35

WestPack Print and CD-ROM Products

-Quantity of WestPack Titles-

Full Svc #	WestPack Print and CD-ROM Products	New *	Existing **	List/CD-ROM Charges	Other	Total List/CD- ROM Charges
15435026	FI Session Laws		x		50%	
21041195	FI Statute Sub		x		50%	
40485902	FI Court Rules State, Fed, Local		x		50%	
21099716	FI Digest 2d Sub		x		50%	
	<i>Books on account</i>					
	<i>1000319211</i>					

† Total Charges _____

† Total Charges includes charges from attached page 2, if applicable.
 * This is a new title for Subscriber or Subscriber maintains an existing subscription to this WestPack title and desires additional copy(ies) – ship and enter subscription(s) for the requested title.
 ** Subscriber maintains existing subscription(s) to this WestPack title – do not ship.
 4/1/09 SAMInet 490.dot

Monthly WestlawPRO Charges and CD-ROM Charges are billed on the date West processes Subscriber's order and continue for the minimum term elected by Subscriber with his/her initials below ("Minimum Term"). If Subscriber agrees to commit to a longer Minimum Term of 24 months or 36 months, any increases in Subscriber's Monthly WestlawPRO Charges will be billed as set forth herein. Subscriber also agrees to maintain all subscriptions to the WestPack print products (new and/or existing as set forth above) during the Minimum Term and the charges for Subscriber's WestPack print products (both initial print charges ("Initial WestPack Charges") and print and CD-ROM subscription services charges including CD-ROM Charges ("WestPack Subscription Charges")) shall be billed as set forth herein. Upon conclusion of the Minimum Term, Monthly WestlawPRO Charges, CD-ROM Charges and WestPack Subscription Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

Subscriber's Initials for 12, 24 or 36 Month Minimum Term

- _____ 12 Month **Minimum Term** for WestlawPRO, WestPack Print and CD-ROM Products – 20% WestPack Print and CD-ROM Product discount (new and existing)
- _____ 24 Month **Minimum Term** for WestlawPRO, WestPack Print and CD-ROM Products – 30% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than _____% over Monthly WestlawPRO Charges for initial 12 months.
- (X) AKW 36 Month **Minimum Term** for WestlawPRO, WestPack Print and CD-ROM Products – 50% WestPack Print and CD-ROM Product discount (new and existing) – Monthly WestlawPRO Charges for second 12 months not to increase by more than 5 % over Monthly WestlawPRO Charges for initial 12 months and Monthly WestlawPRO Charges for third 12 months not to increase by more than 5 % over Monthly WestlawPRO Charges for second 12 months.

(X) AKW **Subscriber's Initials** 2 attorneys or corporate users are employed by Subscriber at the location identified above. If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable.

Internal Corporate Use Only	BND
-----------------------------	-----

Technical Contact for Westlaw Patron Access and Campus Research	
Name (please print): _____	
Telephone: _____	
E-Mail Address: _____	
Current Account #: _____	
Patron Access: IP Address: _____ <small>One IP Address per terminal. Additional pages may be attached if needed.</small>	
Campus Research: IP Address Range _____	
* Orders submitted without IP Address information may delay set up and access	
_____ Subscriber Initials _____ Terminals will be used for Patron Access (not required for Campus Research).	

WestlawPRO Renewals	
WestlawPRO Products	Current Monthly WestlawPRO Charges

Notes: _____

- _____ **Subscriber's Initials for 12 Month Renewal Term** * Subscriber agrees to commit to an additional 12 months and the Monthly WestlawPRO Charges for the such additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges.
- _____ **Subscriber's Initials for 24 Month Renewal Term** * Subscriber agrees to commit to an additional 24 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months.
- _____ **Subscriber's Initials for 36 Month Renewal Term** * Subscriber agrees to commit to an additional 36 months. The Monthly WestlawPRO Charges for the first additional 12 months shall be _____% more than the current Monthly WestlawPRO Charges and the Monthly WestlawPRO Charges for the second additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the first additional 12 months. The Monthly WestlawPRO Charges for the third additional 12 months shall be _____% more than the Monthly WestlawPRO Charges for the second additional 12 months.

In the event a promotion in the underlying Order Form required Subscriber to maintain a subscription to certain West products in order to be eligible for such promotion ("Dependency Subscription(s)"), Subscriber must also maintain such Dependency Subscription(s) during the Renewal Term so that Subscriber may be eligible for the pricing set forth herein. In the event Subscriber terminates any of the Dependency Subscription(s) during the Renewal Term, any promotions and related discounts for the Dependency Subscription(s) shall immediately terminate.

* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly WestlawPRO Charges are billed thereafter at then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of Westlaw shall be governed by the Subscriber Agreement.

Westlaw Passwords and QuickView+						
Last Name	First Name, M.I.	Atty	Lib	Para	Other	Product(s)
Hallman	David	x				all
Garrett	Mollie	x				all
Bradley	Joyce				x	all

Subscriber shall authorize which Westlaw password(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to the accuracy of charges or other information on QuickView+.

Authorized QuickView+ Password Holder _____ Password _____ Authorized Acct. # _____

Additional Non-WestPack WestlawPRO, CD-ROM and West LegalEdcenter Products						
Full Svc #	Non-WestPack WestlawPRO/ CD-ROM/WLEC Products	# of Pwds Conc. CD Users	Mo. Banded/ Base Rate	Per User/Conc. User Rate	Other	Total Monthly WestlawPRO/CD/WLEC Charges
Notes:						

Total Monthly Charges \$ _____

Monthly WestlawPRO Charges, CD-ROM Charges and West LegalEdcenter Charges, are billed on the date West processes Subscriber's order and continue for a 12 month Minimum Term. Upon conclusion of the Minimum Term, CD-ROM Charges are billed thereafter at then-current rates. If Subscriber elects a longer Minimum Term the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges will be billed as set forth herein. Upon conclusion of the WestlawPRO and/or West LegalEdcenter Minimum Term, Monthly WestlawPRO Charges and/or West LegalEdcenter Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly WestlawPRO Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

____ Subscriber's Initials for 24 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months.

____ Subscriber's Initials for 36 Month WestlawPRO and/or West LegalEdcenter Minimum Term Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the initial 12 months and the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the third 12 months not to increase by more than _____% over the Monthly WestlawPRO Charges and/or West LegalEdcenter Charges for the second 12 months.

____ Subscriber's Initials _____ attorneys or corporate users are employed by Subscriber at the location identified above (for WestlawPRO, CD-ROM case law orders and/or West LegalEdcenter Charges). If West learns that the number of Subscriber's affiliated attorneys exceeds this number, West reserves the right to increase Subscriber's Monthly WestlawPRO Charges as applicable

____ CD-ROM/DVD and/or West LegalEdcenter annual billing (please check if requested)

West LegalEdcenter Online Features and Services:

____ Subscriber's Initials - Subscriber acknowledges that each user will receive an initial e-mail communication from West LegalEdcenter which includes important information about using the service (including username and password), as well as ongoing communication regarding new online programs available in their practice area(s) and special announcements. Subscriber's users may opt out after the initial e-mail communication.

Programs excluded from the Online CLE Pass shall be billed at then-current rates via credit card billing.

Additional Non-WestPack Print Products					
Full Svc #	Non-WestPack Print Products	Quantity	List Charges	Other	Charges
Notes:					

Total Charges \$ _____

Terms of Payment for Print Products. West's standard terms of payment for print products purchased are net 30 days. West may elect to accept installment payments on the purchase price. Installment payment terms are \$ _____ per month plus tax for approximately _____ months until the purchase price, plus any additional amounts under this Order Form, is paid in full.

Subscription Service and Passwords. Subscription service may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber after the Minimum Term for WestPack print or CD-ROM products. Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case Notebook Software will not be issued Westlaw passwords.

General Provisions. This Order Form is subject to approval by West in St. Paul, Minnesota and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmaturred installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charges may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any non-WestPack print or non-WestPack CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are not refundable.

	Online/CD-ROM Products to be Lapsed	
Full Svc #	Online/CD-ROM Products	# of Passwords
	FI MSA Plan	all

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan, (for WestlawPRO products and/or CD-ROM Libraries products) and/or the West LegalEdcenter Subscriber Agreement (for West LegalEdcenter products) individually or jointly, as applicable, ("Subscriber Agreement") is/are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

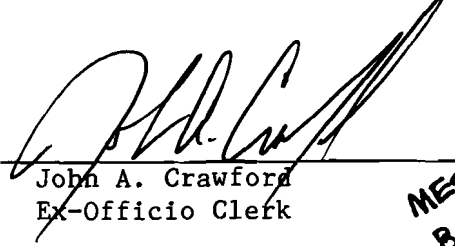
Signature _____ Date 8-24-09

AUTHORIZED REPRESENTATIVE FOR ORDER FORM

Printed Name Barry V. Holloway
 Title Chairman, Board of County Commissioners
 Date 8-24-09
 Signature _____

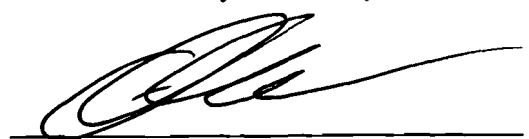
For Credit Card Transactions only: Visa _____ Master Card _____ Am Ex _____
 Card # _____ Expir. Date _____ Total Amt. to Charge _____

Attest as to Chairman's Signature:



 John A. Crawford
 Ex-Officio Clerk
 MES
 8-26-09

Approved as to form by the
 Nassau County Attorney:



 David A. Hallman

Custom Westlaw Pro Worksheet (Government)

Account Name: Nassau County Attorney

Account Number: 1003327561

Module	Full Service #	Points
Florida (core)	40043704	0
Florida Analytical	30310365	1
Law Reviews and Journals	30310837	1
ResultsPlus	40362002	3
All Primary Law	40443518	7
Florida Municipal Law Counselor	40457761	3
Transactional Forms	30312179	1
Florida State Court Documents	40675141	3
Florida Appellate Court Briefs Plus	40331138	3
Florida FormFinder	40790794	2
Total Points		24

Save as PDF

Print Worksheet

Westlaw Government Select Modules Addendum
PROGRAM ID : CPRO

Date 8/24/09
 Account Name Nassau County Comm Board
 Account Number 1003327561
 Subscriber's Initials for Modules elected by Subscriber (X)

Please enter the state designation for each applicable Core and State-Specific module specified

Core(s)	National and Topical Modules (Continued)
<input checked="" type="checkbox"/> Westlaw Select State Core: <u>FL</u>	<input type="checkbox"/> All State Primary Law
<input type="checkbox"/> Regulatory Core	<input type="checkbox"/> American Jurisprudence (AMJUR)
<input type="checkbox"/> Federal Primary Core	<input type="checkbox"/> American Jurisprudence Legal Forms
State Specific Modules	<input type="checkbox"/> American Law Reports (ALR)
<input type="checkbox"/> Administrative	<input type="checkbox"/> Bill & Regulatory Tracking
<input checked="" type="checkbox"/> <u>FL</u> Analytical	<input type="checkbox"/> Case Evaluator
<input checked="" type="checkbox"/> <u>FL</u> Appellate Court Briefs <u>PLUS</u>	<input type="checkbox"/> Corporate Forms
<input type="checkbox"/> Business Law	<input type="checkbox"/> Corpus Juris Secundum (CJS)
<input type="checkbox"/> Civil Pleadings, Motions & Memoranda	<input type="checkbox"/> Criminal Litigation Specialist
<input type="checkbox"/> Construction Law	<input type="checkbox"/> Criminal Records
<input type="checkbox"/> Criminal	<input type="checkbox"/> Employment Coordinator
<input type="checkbox"/> eForms: Courts and Agencies	<input type="checkbox"/> Expert Testimony
<input type="checkbox"/> Employment Law	<input type="checkbox"/> Federal Primary Law
<input type="checkbox"/> Environmental Law	<input type="checkbox"/> Forms Library (formerly All Forms)
<input type="checkbox"/> Estate Planning	<input type="checkbox"/> Graphical Statutes
<input type="checkbox"/> Family Law	<input checked="" type="checkbox"/> Law Reviews and Journals
<input type="checkbox"/> Federal Materials	<input type="checkbox"/> Legislative History-Federal & All State
<input checked="" type="checkbox"/> <u>FL</u> FormFinder	<input type="checkbox"/> National Criminal Analytical
<input type="checkbox"/> Graphical Bundle	<input type="checkbox"/> National Public Records
<input type="checkbox"/> Jurisprudence	<input type="checkbox"/> Norton Bankruptcy Law
<input type="checkbox"/> Jury Instructions	<input type="checkbox"/> PastStat Locator
<input type="checkbox"/> Legislative History	<input type="checkbox"/> People Map Comprehensive
<input type="checkbox"/> Litigation Basics	<input type="checkbox"/> Real Property
<input type="checkbox"/> Municipal Law	<input type="checkbox"/> Real Property Construction
<input checked="" type="checkbox"/> <u>FL</u> Municipal Law Counselor	<input type="checkbox"/> RegulationsPlus
<input type="checkbox"/> Practice Series	<input checked="" type="checkbox"/> ResultsPlus
<input type="checkbox"/> Real Property	<input type="checkbox"/> ResultsPlus Premium
<input type="checkbox"/> State Court Dockets	<input type="checkbox"/> US News
<input checked="" type="checkbox"/> <u>FL</u> State Court Documents	<input checked="" type="checkbox"/> <u>TRANSACTIONAL FORMS</u>
National and Topical Modules	<input type="checkbox"/> _____
<input type="checkbox"/> 50 State Statutes Survey	<input type="checkbox"/> _____
<input type="checkbox"/> Advanced Employment Practice	<input type="checkbox"/> _____
<input type="checkbox"/> Advanced Managing Outside Counsel	<input type="checkbox"/> _____
<input type="checkbox"/> All Analytical	<input type="checkbox"/> _____
<input type="checkbox"/> All Briefs	<input type="checkbox"/> _____
<input type="checkbox"/> All Federal Cases	<input type="checkbox"/> _____
<input type="checkbox"/> All News	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> All Primary Law	<input type="checkbox"/> _____
<input type="checkbox"/> All State Cases	<input type="checkbox"/> _____

DAK

**Non-Availability of Funds
Addendum to Westlaw Agreement and Order Form**

If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to provide for the continuation of the Subscriber Agreement and the Order Form, or if a lawful order is issued in or for any fiscal year during the Minimum Term of the Subscriber Agreement and the Order Form reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, the Subscriber Agreement and Order Form shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to Subscriber. Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue the Subscriber Agreement and the Order Form, and provide West notice not less than thirty (30) days prior to the date of cancellation.