



LF032702-14

**WEST GROUP ORDER FORM**

610 Opperman Drive, P.O. Box 64833, St. Paul, MN, 55164-1803, Tel: 651/687-8000

Account # 1000654792 PO# \_\_\_\_\_ Date March 5, 20 02  
 Name RAPID CITY OFFICE OF CITY ATTORNEY  
 Address 300 SIXTH STREET Telephone # (605) 394-4140  
 City RAPID CITY State SD Zip 57701  
 Order Contact \_\_\_\_\_ Billing Contact \_\_\_\_\_  
 Billing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Submitting Rep Name and Number ANDERSON, JAMES W.

**WestlawPRO™- Products and Training & Technical Support**

2J 2P

Westlaw Password Contact \_\_\_\_\_

E-mail Address (for password delivery) \_\_\_\_\_

Svc Mtr#	Product(s)	Monthly WestlawPRO Charges	Number of Add'l Passwords	Monthly Add'l Password Charge	Total Monthly WestlawPRO Charges
30304929	ALLCASES/ALL STATUTES	430			430.00
	ORDER DISCOUNT (20%)				(86.00)

Total Monthly Charges \$

344.00

Monthly WestlawPRO Charges, for the WestlawPRO products elected above, are billed on the date West processes Subscriber's order and continue for a minimum of 12 months. If Subscriber, by his/her initials below, elects to commit to a longer term, the Monthly WestlawPRO Charges will be billed at the rates set forth below. Thereafter, Monthly WestlawPRO Charges are billed at then-current rates. All Westlaw charges are non-refundable.

Subscriber agrees to commit to second 12 month period and the Monthly WestlawPRO Charges for such second 12 month period shall be up to 6% more than the Monthly WestlawPRO Charges for the initial 12 months. Subscriber's Initials JA

Subscriber agrees to commit to third 12 month period and the Monthly WestlawPRO Charges for the third 12 month period shall be up to 4% more than the Monthly WestlawPRO Charges for the second 12 months. Subscriber's Initials JA

Quick View+ X  
 Authorized Quick View+ Password Holder \_\_\_\_\_ Password \_\_\_\_\_ Authorized Acct. # \_\_\_\_\_

Subscriber shall authorize which password(s) shall have access to QuickView+. Westlaw Charges via QuickView+ are estimated and are calculated at Subscriber's Schedule A rates or at rates designated by Subscriber. 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+.

**Westlaw Passwords (WestlawPRO Options)**

NAME (last, first, middle initial) or Numeric  
 Portion of current Westlaw Password

Product Product Product Product Product

NAME (last, first, middle initial) or Numeric Portion of current Westlaw Password	Product	Product	Product	Product	Product

\*Also include KeyCite® Level for KeyCite Additional Products

Subscriber's initials below certify that 3 attorneys are employed by Subscriber at the location identified herein and that Subscriber has read and understands the meaning and application of the NOTIFICATION SCREENS. Subscriber also acknowledges that Westlaw passwords may only be used by the person to whom the password is issued and that the sharing of Westlaw passwords is STRICTLY PROHIBITED.

Subscriber's Initials JA

West Legal Directory Profiles

Svc Mtrl #	Products	Quantity	Monthly Charges	Total Monthly Charges
40043951	WLD Attorney Profile			
40043930	WLD Firm Profile			
<b>Total Monthly Charges \$</b>				

CD-ROM Libraries and Training & Technical Support

CD-ROM Billing Option:      Monthly      Annually # of attorneys employed by the law firm/corporation at the location from the prior page:                     

Svc Mtrl#	Products	Total Number of Concurrent Users	CD-ROM Charges
<b>Total Charges \$</b>			

CD-ROM Charges will be billed on the date West processes Subscriber's order and continue for a minimum of 12 months. Thereafter, CD-ROM Charges will be billed at then-current rates. All charges are non-refundable.

Print/Merger

Svc Mtrl#	Print Products and Other Products	Charges

Unpaid Purchase Price or Balance of License Fee(s) for Previously Delivered Products Listed Below

Charges

Total of Print and Other Products and Above-Listed Products Previously delivered.....\$

Terms : \$ plus tax, per month for approximately months, beginning the month following any applicable incentive. For terms of

12 or 24 months, without interest on principal while installments are paid as agreed.

1. **Subscription Service.** Subscription service is provided at the then-current prices and may consist of a) CD-ROM Libraries: full service subscription, update, supplemental and enhanced CD-ROMs and online updates b) Print Products: pocket parts; pamphlets; recompiled, continuation, replacement or auxiliary volumes; additional volumes; looseleaf pages and/or supplements and volumes of a new series or edition; and c) Westlaw and CD-ROM Software: new versions.

2. **General Provisions.** This Order Form is subject to approval by West in St. Paul, Minnesota, and will be governed by the laws of the state of Minnesota. The parties agree that the state and federal courts sitting in Minnesota will have jurisdiction over any claim and the parties consent to the jurisdiction of such courts. Sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are the responsibility of the Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. Transfer or assignment of rights or obligations by Subscriber constitutes a material breach of this Order Form, the Subscriber Agreement and/or the West Software License Agreement. If any installments, subscriptions or open account charges remain unpaid 90 days after maturity, all unmatrued installments become due and payable at the option of West. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling charges will be added for print products. West may make credit investigations it deems appropriate including the request of a consumer credit report from a credit reporting agency on any individual identified in this Order Form. If Subscriber inquires whether a credit report was requested, West will provide information of such and if a report was received. West will provide to Subscriber the name, address and telephone number of the agency that supplied the report.

**Satisfaction Plus** - If you are not completely satisfied with any product you purchase or license from West, you may return it within 45 days of the invoice date for a full refund or credit. Satisfaction Plus does not apply to Westlaw or Westlaw Charges.

The Subscriber Agreement for Westlaw and CD-ROM Libraries, the applicable Schedule A price plan ("Subscriber Agreement"), for packaged Westlaw products and/or CD-ROM Libraries orders and the FindLaw Internet Marketing Services Agreement and Order Form for WLD orders ("FindLaw Agreement"), are hereby incorporated by reference and made part of this Order Form. Subscriber, by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement and the FindLaw Agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Credit Card      Visa      Master Card      Am Ex      Card# \_\_\_\_\_ Exp. Date \_\_\_\_\_

SUBSCRIBER

Signature \_\_\_\_\_

Printed Name Adam Altman, City Attorney

Date \_\_\_\_\_

If Subscriber is incorporated or a limited liability entity, the following must be completed by an owner/principal personally: I agree to these terms and personally guarantee payment of this agreement and subscription service furnished thereunder.

Signature \_\_\_\_\_

CITY OF RAPID CITY

By: \_\_\_\_\_  
Mayor

ATTEST:

Finance Officer  
(SEAL)