

Date: _____	Legal Name: _____
Address: _____	
City: _____	Zip Code: _____
Phone: _____	County: _____
Voter ID: _____	Email: _____
Precinct #: _____	
Title / Office Held (check all that apply): <input type="checkbox"/> Party Officer <input type="checkbox"/> District Captain <input type="checkbox"/> PCP (Pct # _____) <input type="checkbox"/> Candidate/Campaign <input type="checkbox"/> Volunteer	
Party / Organization / Campaign: _____	
Reason for Access: _____	

(PLEASE PRINT LEGIBLY AND COMPLETE ALL FIELDS)

Allow for five to seven business days for processing of this application. Ineligible applications may be delayed or rejected.  
**ACCESS WILL NOT BE GRANTED WITHOUT THIS FORM AND A SIGNED USER AGREEMENT FORM.**

## Adams County Database User Agreement

### LIST OWNERSHIP AND CONFIDENTIALITY AGREEMENT FOR ACRC DATABASE USERS

In order to gain access to the voter registration and other information contained in the Adams County Republican Committee (ACRC) database, you must affirmatively accept these terms by signing at the bottom of the page to indicate your understanding of and agreement to the terms under which access to ACRC database is granted.

This Adams County Database User Agreement (the "Agreement") is entered into by and between the Adams County Republican Committee ("ACRC") and the undersigned user ("User").

In consideration of the mutual promises and agreements contained in this Agreement, including without limitation, the recitals set forth above, the value and sufficiency of which are hereby acknowledged, the parties additionally agree as follows:

1. User acknowledges being registered to vote Republican
2. **Non-Exclusive Access** – User will be given non-exclusive access via the Internet to the portion of the Voter File deemed appropriate in the sole discretion of the ACRC (the applicable portion of the Voter File will be referred to as the "File" hereafter) for the limited use set forth in this Agreement.
3. **Denial of Access** – User understands that ACRC may deny access to the File. Denial of access may occur due to: past Democrat primary voting history; User has no justifiable reason for accessing the File; User uses the File to assist the Democrat Party or its candidate(s); User fraudulently updates information in the File; User access to the File would be a violation of federal, state, or local statute; and any other legitimate reasons the ACRC finds which may conflict with the law or the operating rules/bylaws of the organization.
4. **Limited Use** – User agrees to use the File and use any information extracted from the File exclusively for political purposes for or on behalf of User's local party/organization/campaign/entity. User acknowledges that each and every individual within a local party/ organization/ campaign/ entity that is given access to the File must agree to this Adams County Database User Agreement. User will never knowingly make or intentionally permit inaccurate or malicious changes to any record. User agrees to avoid any action that may impair ACRC's ownership rights in the File and its related information. User agrees to adhere to all terms and conditions outlined in the attached Database Use Policy (page 3), and acknowledges that as consideration for the use of the list, that User shall update and enhance the ACRC database, by providing to the ACRC information developed by the User related to the data (e.g., party or issue identifications, telephone numbers, etc.). All updates and enhancements become the property of the ACRC. User agrees that use of the File or any information contained therein is limited to the duration of this Agreement. Immediately after the authorized usage, all information derived from the File shall be completely destroyed and/or erased from all storage devices upon which it resides. Further, User shall not disclose, transfer, duplicate, reproduce, or retain information contained in the File in any form or manner, nor permit any employee, agent, contractor or third party to do so, except in those computer processing activities necessary to obtain the information in a usable form for the authorized use of the File as set forth in this Paragraph 3. User further agrees that neither it nor any of its directors, officers, employees, consultants, or agents will disclose, rent, lease, sell, or enter into joint ownership agreements concerning any list, information, updates or enhancements of the above mentioned ACRC database, and all lists and data contained therein, in any form, or for any purpose. **Under no circumstances will User make or permit any commercial usage of the File or information contained therein.**
5. **Username and Password** – ACRC will provide User with one username and password for access to the File. **User shall not share his username and password with any other individual or entity.** User also agrees to immediately advise the ACRC if User has reason to believe that his username and password have been obtained by any other individual, organization, or entity.
6. **No Assignment** – User shall not assign this Agreement.
7. **Legal Compliance** – User understands that any data acquired from a state, county or local government in connection with the construction or maintenance of a county-wide or statewide registered voter file are, when in their original governmental entity-supplied format, considered to be public data, and the use thereof is subject to the laws and regulations of the originating state and/or county or local governmental entity. User shall be exclusively responsible for complying with the laws and regulations of the United States, the State of Colorado, and all relevant localities, with respect to his use of any and all data incorporated into the File. Further, User is responsible for any and all use of the File or the information contained therein as well as any other activity related to use of the File obtained or conducted using his username.

8. **Monitoring of Access** - User understands that the File is monitored to deter improper and unauthorized use by a combination of methods, including, without limitation, activity reports, access times, access locations, as well as the insertion of planted and/or varied names and addresses. Such allows tracing the use of the File to a given User.
9. **Term** – User agrees that access to the File is granted as a temporary privilege granted by the ACRC and may be revoked at any time by the grantor. User also understands that access to the File will be terminated no later than thirty (30) days after the User’s eligibility expires. Public and party officers shall retain access to the File while he/she is in office. Candidates shall retain access to the File while he/she is a candidate.
10. **NO WARRANTIES OR LIABILITY** – ACRC makes no warranties, whether express or implied, or representations of any kind, regarding the accuracy or completeness of information contained in the File. User agrees that neither the ACRC, nor its representatives shall have any liability to him or his representatives resulting from the provision or use of the information. In no event shall ACRC be liable for any indirect, special, incidental, consequential (including without limitation damages for loss of profits, business interruption, loss of data or other pecuniary damages) or punitive damages whether under tort, contract, strict liability, statute or otherwise.
11. **HOLD HARMLESS** – USER WILL HOLD HARMLESS AND FULLY INDEMNIFY ACRC IN THE EVENT ANY THIRD PARTY OR THIRD PARTY REPRESENTATIVE AT ANY TIME IN THE FUTURE MAKES ANY CLAIM(S) AGAINST ACRC ARISING OUT OF THE ACTIONS/INACTION OF USER RELATED TO THE FILE.
12. **Confidentiality** –User acknowledges that the File, the format and manner in which it is accessed and manipulated, and all information, updates and enhancements, generated by, or otherwise become known to User in connection with, or incident to, this Agreement are privileged, proprietary, and confidential, and shall not be disclosed or used except as set forth in this Agreement. User will not disclose the contents, functionalities, and images of the ACRC database. These are highly confidential and the sharing of ACRC Database information without prior consent is strictly prohibited. User further agrees that any unauthorized release or use of the ACRC database, and all lists and data contained therein, will cause immediate and irreparable harm to the ACRC, which shall in such event be entitled to injunctive relief, without requirement of posting bond or other security, as well as other remedies available at law or in equity. User agrees to use best efforts to protect such confidential and proprietary information. User agrees that it shall acquire no property or ownership interest in, or rights with respect to, any of the foregoing. Moreover the campaigns that are granted access to the ACRC database shall disclose all individuals who are given access to the voter file.
13. **Remedies** – User acknowledges and agrees that, in the event of any breach of this Agreement, the ACRC would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, ACRC shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement, and that neither User nor his representatives will oppose the granting of such relief. User also agrees to reimburse the ACRC for all costs and expenses, including attorneys’ fees, incurred by the ACRC in attempting to enforce the obligations of User or of his representatives hereunder. ACRC do not intend that any remedy given to it under this Agreement be exclusive, but each shall be cumulative and in addition to any other remedy ACRC have by virtue of this Agreement or otherwise available to it at law or in equity.
14. **Waiver** – No waiver of any default of this Agreement constitutes a waiver of any prior or subsequent breach of the same, or any prior, concurrent, or subsequent default or breach of any other provision of this Agreement, and no waiver is effective unless made in writing and signed by ACRC.
15. **Governing Law** – This Agreement shall be governed by, construed, and enforced in accordance with and subject to the internal laws of the State of Colorado, without regard to its conflicts of law principles, and venue for any dispute arising out of or concerning this Agreement shall be proper only in Adams County, Colorado.
16. **Severability** – If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
17. **Survival** - Paragraphs 7, 10, 11, 12, 13, 15, and 16 will survive termination or expiration of this Agreement.
18. **Entirety** – This Agreement, including any attachments, is intended by the parties to be the final, complete and exclusive embodiment of their agreement about the matters covered in this Agreement, and no prior stipulation, agreement or understanding of the parties or agents is valid or enforceable. This Agreement may not be altered, amended, or changed in any way except by a written instrument executed by both parties. In the event of a conflict between this Agreement and any attachment, this Agreement will control.

If you are in agreement with all of the terms and conditions stated herein, please execute the following:

BY (SIGNATURE): \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

<b>FOR USE BY ACRC COUNTY CHAIRMAN ONLY</b>	
I certify that the person listed above is a Republican candidate, party officer, precinct chairman, or volunteer and should be granted access to the GOP Data Center system.	
_____ <div style="text-align: center; font-size: small;">Signature</div>	_____ <div style="text-align: center; font-size: small;">Title</div>
_____ <div style="text-align: center; font-size: small;">Printed Name</div>	_____ <div style="text-align: center; font-size: small;">Date</div>
<b>Please scan and email completed form (all 3 pages signed and initialed) to <a href="mailto:adcogop@gmail.com">adcogop@gmail.com</a> to be processed</b>	

## Adams County Republican Committee Database Use Policy

### Publication and Distribution of Contact Information

It is the new policy of Adams County Republican Committee to distribute and make publicly available all contact information for elected positions including PCPs, DC, HD and SD officers, Area Coordinators, and Executive Officers. It's important that our elected representatives be accessible to carry out their elected duties. It is suggested that each elected member create a separate free email account to be published and used for ACRC business only so that any personal account information can remain private. If elected members are concerned about publishing personal phone numbers, we suggest they set up a free [Google Voice](#) number for publication.

**Candidates:** Candidate requests for Executive Committee, Central Committee, Officer, DC, PCP, and Delegate contact lists are available upon request to qualified Republicans and Republican Campaigns. Please email all data requests to our secretary, [Peg Tapey](#) with your name, address, phone number and the details of the data you are requesting and for what purpose it will be used.

**Voter Data:** Voter Lists are available to all authorized registered database users for direct download through our website. Anybody can register on our website. Upon approval, and after signing a user agreement, registered Republicans will be granted access to a list of registered voters in their neighborhood. Adams County elected republican precinct committee people and district captains and office holders will be granted access based on our data security policy. Access will be revoked for any violation of the user agreement.

**Access:** Once a request has been received, then a portion of the district will be made available upon approval. Full access to all areas of the district voter file and full functionality of the ACRC database program will be contingent upon satisfying the reciprocation section below. Furthermore, it is strictly forbidden for access to be given to any individual who is not a registered Republican.

**Signed User Agreement:** No access will be granted in any situation until a signed copy of the user agreement is on file. By signing this agreement the user will agree that under no circumstances will the information obtained be used for any commercial purpose and that it will not be used to help any non-Republican candidate.

**Database Security Access Policy:** Authorized users will have access to voter data through our database for their respective area of responsibility. PCPs will have access to voter info for their precincts. District Captains, will have access to voting data for their area of responsibility, as will all House and Senate district officers who will have access to voter data for their respective districts. Area coordinators will have access to data for the areas which they oversee. Registered republicans will be granted access upon approval for list of voters in their neighborhoods, to help get out the vote.

**Reciprocation of Data:** ACRC owns the ACRC database (also known as the Voter File). The future usefulness of this list is contingent upon continually updating the individual records that comprise this database. Therefore, future access will continue to be provided once the following conditions are fulfilled.

- **Mail:** Return service must be requested on all mailings. This information will be entered directly into the ACRC by the User.
- **Walking lists:** When walking lists are generated the candidate/staff/volunteer will agree to verify occupant names and party affiliation. This information will be entered directly into the ACRC database system by the User.
- **Phone lists:** When phone lists are generated the candidate/staff/volunteer will agree to verify the name and party affiliation of the person they are calling. This information will be entered directly into the ACRC database system by the User.
- **Voter ID & Registration:** Continued participation in the ACRC database will also be contingent upon the User's participation in voter identification and registration projects that the ACRC initiates. The information that is generated from these projects will be directly entered into the ACRC database system by the User.

**Republican Candidate Access:** Republican candidates will only be granted access to their district. During primary elections in which there may be more than one Republican candidate, equal access and assistance will be offered to all Republican candidates. After a primary election is decided, the losing candidate(s)' access will be revoked. Candidates must notify ACRC of all users and all users must have a signed agreement on file.

**Vendors & Consultants:** Political consultants, direct mail vendors, telephone vendors and other miscellaneous vendors will only be provided access through the campaigns that they represent. ACRC shall receive prior notification and approval before information is released to a vendor/consultant. ACRC shall be provided with the name and contact information of the vendor, and a written description of exactly what this access will be used for.