

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only
 610 Opperman Drive, P.O. Box 64833
 St. Paul, MN 55164-1803
 Tel: 651/687-8000



Check West account status below as applicable:		Rep Name & Number <u>Quinnesha Hill - 6108028</u>		* * * * * R E Q U I R E D * * * * *
New <input type="checkbox"/> (NACI Form attached)		Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input type="checkbox"/>		Existing with changes <input checked="" type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # <u>1000800779</u>		Quote # _____ PO # _____ Date <u>06/11/2024</u>		
Name/Subscriber <u>TULARE COUNTY COUNSEL ACCOUNTANT</u>		Bill To Acct # _____		
Order Confirmation Contact Name <u>Michelle M Marquez</u>		E-Mail <u>dmmarquez@tularecounty.ca.gov</u>		
Westlaw Password Contact Name (for password delivery) _____		E-Mail _____		
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>		
Name _____ Attn: _____		Address _____ Suite/Floor _____		
City _____ State _____ County _____		Zip _____		

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

West Complete Print					
Program ID: WCMP					
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete			\$1,347.45	60

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

West Complete Print Renewals				
Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete			
Notes:				

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts. Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

ProView eBook Users			
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous	

1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

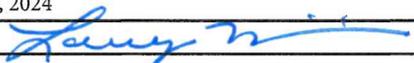
7. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at [legalsolutions.com/ThomsonReuters-General-Terms-Conditions PST.pdf](https://legalsolutions.com/ThomsonReuters-General-Terms-Conditions_PST.pdf). If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. **Assignment.** This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Larry Micari
Title Chair, Tulare County Board of Supervisors
Date July 9, 2024
Signature 

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of
the Board of Supervisors



By: 

Approved as to form: Diana L. Mendez
County Counsel Matter #2014114

West Order Form Attachment**West Complete Additional Components**

610 Opperman Drive, P.O. Box 64833

St. Paul, MN 55164-1803

Tel: 651/687-8000

**This Attachment is incorporated by reference into and made a part of the underlying Order Form.**

Account #	1000800779	Account Name	TULARE COUNTY COUNSEL ACCOUNTANT
Sub/Full Svc #	Print Products	Quantity	New or Existing
Print Products to Keep in West Complete Library			
21040614	CA CODE SUB	1	Existing
40765319	CA CODE V34B GOVT CODE SUB	2	Existing
21010960	CA CODE V34C GOVT CODE SUB	2	Existing
40765352	CA CODE V35 GOVT CODE SUB	2	Existing
40632674	CA CODE V6A CIV CODE SUB	1	Existing
43239740	CA CODE V6B CIV CODE SUB	1	Existing
13827118	CA CONSTRUCTION LAW MAN SUB	1	Existing
13827118	CA CONSTRUCTION LAW MAN SUB	1	Existing
41117618	CA CR S/F DIST/F DIST KEY/F BANK (4V)SUB	1	Existing
16396835	CA DESKTOP CIV PR STAT & RLS SUB	3	Existing
16396835	CA DESKTOP CIV PR STAT & RLS SUB	1	Existing
21058607	CA DESKTOP ENVIR LAWS SUB	1	Existing
40439263	CA DESKTOP GOVT CODE PAM SUB	3	Existing
21041696	CA DESKTOP JUVENILE LAW & RULES SUB	4	Existing
16282724	CA DESKTOP PENAL CODE SUB	1	Existing
16282732	CA DESKTOP PROB CODE SUB	5	Existing
40529771	CA J I CIV(CACI) SUB	1	Existing
13975621	CA PROPERTY TAXING SUB	1	Existing
40070691	CA SESSION LAWS BV SUB	1	Existing
13972878	DETERMINING ECON LOSS SUB	1	Existing
13972851	DISABILITY HNDBK SUB	1	Existing
13972886	DRUG TESTING LAW SUB	1	Existing
40232847	FALSE CLAIMS ACT SUB	1	Existing
21061301	FED CIV JUD PROC & RULES SUB	1	Existing
21061301	FED CIV JUD PROC & RULES SUB	1	Existing
21061301	FED CIV JUD PROC & RULES SUB	1	Existing
11480862	FED EVIDENCE COURTROOM HNDBK SUB	1	Existing
12370848	FEDERAL CIV RULES HNDBK SUB	3	Existing
12370848	FEDERAL CIV RULES HNDBK SUB	1	Existing
13513989	FEDERAL LAND USE LAW SUB	1	Existing
40574511	TRG CA LAW&MOTION MOD FMS SUB	1	Existing
11226778	TRG CA PR CIV PROC TRIAL SUB	1	Existing
40030743	TRG CA PR EMPL LITIG SUB	1	Existing
11226826	TRG CA PR ENF JUDGE & DEBTS SUB	1	Existing
11226842	TRG CA PR LANDLORD TENANT SUB	1	Existing
11226808	TRG CA PR PERS INJ SUB	1	Existing
14832824	TRG CA PR PROF RESP & LIAB SUB	1	Existing
11226788	TRG FED CIV PROC TRIAL SUB	1	Existing
41191618	TRG OPPOSING CA CIV MOTIONS SUB	1	Existing
40666551	WEST COMPLETE LIBRARY SUB	1	Existing
13830992	WITKIN CA EVIDENCE SUB	1	Existing
14401926	WITKIN CA PROC SUB	1	Existing
13831008	WITKIN CA SUMMARY SUB	1	Existing
13830984	WITKIN INDEX/TABLES SUB	1	Existing