

Join the Online Forum

We've listed the terms and conditions required to participate in the Business Watch Online Forum in this brochure. To participate in the forum, please provide the information requested, sign below, and return to Nancy Sawyer at UPD.

Name:

Date:

User Name:

Email Address for correspondence:

Business Name:

Address:

Phone Number:

I agree with these terms and conditions, and acknowledge that my ability to view and use this forum may be revoked for violating the terms and conditions of the agreement.

Signature:

Share Your Thoughts

The Ukiah Police Department's mission is simple: to make Ukiah as safe as possible. If you have any suggestions or comments about how we can improve, please complete our online survey.

If you would like to know more about crime in your neighborhood, you can sign up for telephone, cell phone and email notifications by clicking the Nixle button at www.ukiahpolice.com. You can also leave crime tips on our website.



Ukiah Police Department

Safety, Professionalism, Community Service

Nancy Sawyer

Community Service Officer & Business Liaison
300 Seminary Ave., Ukiah, CA 95482
ph (707) 467-5708 • fx (707) 462-6068
nsawyer@cityofukiah.com • ukiahpolice.com



Ukiah Police Department

Business Watch

*Join the
Online Forum*



Terms & Conditions

The Ukiah Police Department Business Watch forum (“BW Forum”) is a proactive crime prevention tool that helps establish a communication network between local businesses, merchants, and the Ukiah Police Department. The purpose of the Ukiah Police Department Business watch program and forum is to enable the business community to take an active role in reducing crime, by raising awareness about commercial crime trends and criminal activities.

Forum Viewing Terms and Conditions:

- 1) In addition to posts by the Ukiah Police Department, the BW Forum contains messages submitted by businesses which have jointed the form (“Members”) over whom the City of Ukiah (City”) has no control. The City cannot guarantee the accuracy, veracity or quality of any Messages or posts by Members (“User Posts”). Some User Posts may be misleading, untrue or offensive. You bear all risks associated with your use of the BW Forum and should not rely solely on User Messages in making (or refraining from making) any specific investment or other business decisions.
- 2) BW Forum is not responsible for the content of User Messages and neither the Ukiah Police Department nor the City is responsible for the content or accuracy of any of these messages. If you believe that a message infringes your legal rights or if you find a post objectionable, please use the ‘report post feature’ that is at the top of each post. By reporting the post, it will immediately be removed from the site.

Forum Posting Terms and Conditions:

- 1) Joining this site as a member confers no legal right to post or receive messages. The City, at its discretion, may delete a post or ban a member without debate or explanation. The City will not discuss on the forum or in an email its reasons for deleting a post or banning a member from the forum. Any posts by a Member discussing the removal of a post or a member being banned will be removed.
- 2) No unsolicited advertising. Adverts will automatically be removed. What constitutes an advert will be decided by the City. Posts containing links to other web sites may be considered an advert and may be removed.
- 3) Posts offering an accommodation for rent will be considered an advert and will be removed.

4) Controversial recommendations or reviews may be edited or removed. This site is NOT a review forum. If you wish to post a review, please use another site established for this purpose. We cannot support review-type posts.

5) Posts concerning legal issues, estate agents, local builders, car rental agents, or religious or political opinion will be removed as they often become heated and cause problems. This is not open to discussion.

6) You agree not to use the BW Forum to post any material which is vulgar, defamatory, inaccurate, harassing, hateful, threatening, invading of others’ privacy, sexually oriented, or that violates any laws. You also agree that you will not post any copyrighted material that you do not own or have a license to post on the BW Forum. Please do not choose a member name that may be, as per above, offensive to others.

7) We’ll notify you before we make changes to these terms and give you the opportunity to review and comment on the revised terms before continuing to use our Services. If we make changes to policies, guidelines or other terms referenced in or incorporated by this Statement, we may provide notice on the Site. Your continued use of the BW forum, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

8) Termination. If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of BW Forum to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 1), 2), and 9).

9) Disputes. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Agreement or the BW Forum exclusively in the California state court located in Mendocino County and the California appellate courts, and you agree to submit to the personal jurisdiction and consent to the venue of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Agreement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.

a. If anyone brings a claim against us related to your actions, content or information on the BW forum, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. We reserve the right to reveal whatever information we know about you in the event of a complaint or legal action arising from any message posted by yourself.

b. YOU USE BW FORUM AT YOUR OWN RISK. WE ARE PROVIDING BW FORUM “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT BW FORUM WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT BW FORUM WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. BW FORUM IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR BW FORUM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR BW FORUM WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100).