****

Steve Gill, Recorder

300 Corporate Drive, Rm 102

Jeffersonville, IN 47150

812-285-6235

Sgill@clarkcounty.in.gov

**LAREDO/COPY ACCOUNT & LICENSE AGREEMENT**

**ATTACHMENT A**

This agreement made and entered into this\_\_\_\_day of\_\_\_\_\_\_\_, \_\_\_\_\_, by and

between Clark County IN, the Clark County Recorder’s Office (Licensor) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Licensee)***.***

**Contact Name*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**Email contact/billing*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

**USER NAME*:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **MONTHLY PLANS** | **MINUTES** | **PRICE** | **OVERAGE FEE** | **COPY FEES** |  |
| **A** | **0-100** | **30.00 MO.** | **0.20 PER MINUTE** | **1.00 PER PAGE** |  |
| **B** | **101-250** | **60.00 MO** | **0.20 PER MINUTE** | **1.00 PER PAGE** |  |
| **C** | **251-1000** | **115.00 MO** | **0.16 PER MINUTE** | **1.00 PER PAGE** |  |
| **D** | **1001-3000** | **230.00 MO** | **0.12 PER MINUTE** | **1.00 PER PAGE** |  |
| **E** | **UNLIMITED** | **300.00 MO** |  | **1.00 PER PAGE** |  |

**IN OFFICE PRINT ACCOUNT ONLY *\_\_\_\_\_\_\_\_\_***

**@1.00 PER PAGE**

**\*ALL AGREEMENTS HAVE A MINIMUM SUBSCRIPTION OF 3 MONTHS\***

**Consideration and Terms of Payment**

In consideration for Clark County/Recorder providing User with direct access to Laredo/Laredo Anywhere as indicated within this Agreement, User shall pay to the Recorder as follows:

1. The fees for access to the Recorder’s real estate records are based on a sliding scale model. User will select which plan they desire on Attachment A- a minimum of 3 months for all plans.
2. Clark County/Recorder reserves the right to change the fees outlined on Attachment A. Upon any such change in fees, User will receive written notification from the Recorder previous to being billed the new amount. In such case, the remaining terms of this Agreement will remain in effect with the new fee structure unless properly terminated in writing by the user.
3. User may switch to a different rate plan within the first 5 days of each month. Clark County/Recorder must receive written notification of the User’s intent to change plans in order for the plan to take effect. The pro-rated amounts will be based on calendar days not business days.
4. User joining during a monthly period will be billed for prorated portion of the month of which they signed. The prorated amount will be based on calendar days not business days. The day on which a user joins will become the first day of the prorated month.

**Clark County/Recorder’s Responsibilities**

1. The Clark County/Recorder agrees to furnish on-line access to real estate records in its office. The party name index is available as soon as the document is recorded, and the tract index is posted. Documents are recorded on the date presented, if they meet recording requirements. Documents sent in the mail may take several days to reach the Recorder’s office.
2. The obligation to provide such access is subject at all times to the obligation of the Recorder to fulfill his/her statutory duties. The Recorder’s obligations and User’s rights under this Agreement are secondary to the statutory duties of the Recorder.
3. Service will be provided to User on a non-guaranteed basis seven days a week (Sunday through Saturday), twenty –four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Recorder or Fidlar Technologies at its sole discretion. No refunds will be made on an account due to the online system being unavailable. Customers will receive notice if any scheduled computer upgrades or outages may affect customer’s access.

**User’s Responsibilities**

1. **ALL USERS WILL BE REQUIRED TO SIGN UP FOR A LAREDO CONNECT PROFILE WITHIN THIRTY DAYS OF THEIR ACCOUNT ESTABLISHMENT.Failure to create the Laredo Connect profile could result in a temporary interruption of service.**
2. **Monthly invoices will be obtained by accessing the Laredo Connect Account Management site with payments due by 15th of the month the following each billing cycle.**

**If payment is not received by the 15th of each the month, the Clark County/Recorder/Fidlar Technology will suspend access to Laredo until payment is received. Payments should be made on-line through the Laredo Connect account Management site by ACH or Credit Card. User is responsible for all charges incurred by their assigned Laredo log-ins and passwords. The User agrees to refrain from selling copies of this database or images to third parties.**

1. User shall notify the Recorder immediately of any loss, theft, or change of employee unauthorized use of Laredo access. Passwords will be the responsibility of the User and will not be accessible to the Clark County Recorder.
2. User shall not in any way enhance or alter public records accessed, or attempt or do so, or disclose any confidential information contained thereon.
3. User shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or substitution, without prior written ***consent of the*** Recorder. This Agreement shall not be construed to either authorize or prevent User from making duplicates or copies of any material received pursuant to this Agreement and any such copies or duplicates so made by User shall be at User’s risk and expense and EXCLUSIVELY for Users sole use.
4. User shall not wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership, or any other individual or entity of any nature whatsoever. User may, however, attach, hard copies of documents received through this Agreement to title policies, abstracts, or similar single transactions, to its customers.
5. LIMITATIONS

The index is not construed to be true and complete; rather it is a working copy subject to error, whether human or otherwise, omission, and future modification. Any modifications are documented. Clark County/Recorder does not warrant the correctness or validity of the computer records. Additionally, there are no warranties, guarantees or representations as to the suitability of the information for User purposes, or that use of the program or information will be without defect. No consultations or advice is provided with records accessed. The Recorder does not warrant or guarantee the performance of the main computer system, the telephone or other data transmission lines, including, without limitation, the installation, removal, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/original/data transmission quality or deficiencies.

1. This Agreement shall not be construed to impose any penalty, obligation or loss on the Recorder for its failure to transmit a copy of any particular document, unless through willfulness, and User shall indemnify, defend and hold harmless the Recorder, Clark County, its boards, commissions, agencies, employees and representatives against any and all liability, loss, damages, fees, cost or expenses which User, its officers, employees, agencies, boards, commissions and representatives, or any third parties who have relied upon such transmittals may sustain, incur or be required to be provided under this Agreement, In addition, if the Recorder brings an Action to enforce its rights under this Agreement or to collect past due payments, the User shall be liable for all costs/expenses (including reasonable attorney fees) incurred in connection therewith.
2. INABILITY TO ACCESS DATA

User agrees that the Recorder shall not be liable for any delay or inability to access the computer data directly or indirectly, caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other causes beyond reasonable control of User and the Recorder.

1. CONTROLLING LAW

This agreement is to be governed by the laws of the State of Indiana.

1. SEVERABILITY

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority there over, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect.

12.NOTICES

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the postmark if sent via first class mail, postage prepaid. Electronic notices, bills, invoices and reports required by this Agreement shall also be deemed delivered as of the date of electronic transmission or mail. It shall be the duty of a party changing its address (physical or electronic) to notify the other party in writing within a reasonable time.

13.NO WAIVER OF RIGHTS

In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by the Recorder of any breach of the covenants of this Agreement or waiver of any default of User and the acceptance of any such payment by the Recorder while any such default or breach shall exist, shall in no way impair or prejudice the right of the Recorder with respect to recovery of damages or other remedy as a result of such breach or default.

14.USERS WARRANTY

User warrants that it has complied with all necessary requirements to do business in the State of Indiana, that the person/s executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of the User’s registered agent is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. User shall notify the Recorder immediately, in writing, of any change in its registered agent, his/her address, and Users legal status.

15.ENTIRE AGREEMENT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject hereof, and that all representations made by any officer, agent or employee of the respective parties, unless included herein are null and void and of no effect. No alterations, amendments, changes by all the parties with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Clark County Recorder (Licensor)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Steve Gill, Recorder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Clark County Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Licensee)

Signature

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_