LAREDO AGREEMENT – IROQUOIS COUNTY, ILLINOIS
Regarding Purchase of On-line Access to Real Estate Records

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the Iroquois County Clerk/Recorder, 1001 E Grant Street, Watseka, Illinois 60970 (*hereinafter referred to as the "Recorder"*") and _____

_____

whose address is _____

(*Hereinafter referred to as the "User*")

Recitals

A. WHEREAS, the Recorder maintains information which is of assistance to various entities and individuals;

B. WHEREAS, User desires to access information, from a location outside of the Office of the Recorder, pertaining to real property for its own use at a price sufficient to permit Recorder to recover its costs of labor and material as well as depreciation of in house resources; and

C. WHEREAS, User understands that changes and adjustments are made in the official records from time to time which may be in process at any given time and the information received by User will be subject to such changes and adjustments.

NOW, THEREFORE, for and in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which is acknowledged by each party for itself, the parties agree as follows:

Agreement

1. TERM. The term of this Agreement shall commence on _____, 20____, and shall continue on a monthly basis. Either party may cancel this Agreement at any time upon ten (10) business days advance written notice, during the original term or any renewal, for any reason or for no reason. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this Agreement shall be automatically renewed upon like terms. If during the term of this Agreement, the IroquoisCounty Board fails to appropriate sufficient funds to carry out Recorder obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to User.

2. CONSIDERATION AND TERMS OF PAYMENT. In consideration for Recorder providing User with direct access to Laredo as indicated within this Agreement, User shall pay to Recorder as follows:

   a. The fees for access to the Recorder's real estate records are based on a sliding scale model. The fee structure is outlined below. User will select which plan they wish to use. (See Attachment A)

Plan A: Subscription for 0-250 minutes - $75.00 per month. Any time used over 250 minutes shall be charged at $0.25 per minute. The cost for remote print copies is $0.25 per page.

Plan B: Subscription for 251-500 minutes - $125.00 per month. Any time used over 500 minutes shall be charged at $0.23 per minute. The cost for remote print copies is $0.25 per page.

Plan C: Subscription for 501-1000 minutes - $195.00 per month. Any time used over 1000 minutes shall be charged at $0.18 per minute. The cost for remote print copies is $0.25 per page.

Plan D: Subscription for 1001-2000 minutes - $295.00 per month. Any time used over 2000 minutes shall be charged at $0.15 per minute. The cost for remote print copies is $0.25 per page.

Plan E: Subscription for Unlimited minutes - $400.00 per month. The cost for remote print copies is $0.25 per page.

b. Recorder reserves the right to change the fees outlined above. Upon any such change in fees, User will receive written notification from 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 according to the terms outlined in paragraph 1 above.

c. User may switch to a different rate plan at any time, but it will not take effect until the next calendar month, unless the new plan is larger than the plan to which the User currently subscribes. Recorder must receive written notification of User's intent to change plans in order for the change to take effect.

d. A User joining during a monthly period will be billed for the prorated portion of the month to 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. Notwithstanding the foregoing, a user subscribing to and then discontinuing service in less than thirty (30) days shall be billed for a full month of service at the plan rate subscribed to.

3. RECORDER'S RESPONSIBILITIES.

a. The Recorder agrees to furnish on-line access to real estate records in its office. The index/images of records are available since 1997 forward. 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, or the next business day, but documents sent in the mail may take several days to reach the Recorder office.

b. The obligation to provide such access is subject at all times to the obligation of the Recorder to fulfill his/her statutory duties. Recorder's obligations and User's rights under this Agreement are secondary to the statutory duties of the Recorder.

c. Service will be provided to User, on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Recorder or by Fidlar Technologies at its sole discretion. No refunds will be made on account of any time the online system is unavailable. Customers will receive notice if any scheduled computer upgrades or outages may affect customer's access.

d. Recorder reserves the right to add additional databases, and to offer them to User at the sole discretion of the Recorder. User access to any additional information shall be evidenced by a new writing that shall be incorporated into the Agreement and made a part hereof.

4. USER'S RESPONSIBILITIES.

a. Monthly statements will be billed, with payments due by the 15 of the month following each billing cycle. Checks should be made out to the Iroquois County Recorder. If timely payment is not received by the Recorder, a $25 surcharge will be assessed for that month and service will be halted to User until payment is received.

b. User shall provide the Recorder with a list of all employees who will receive Laredo access and their email address. User shall notify the Recorder immediately of any loss, theft, or unauthorized use Laredo access. Passwords may be changed and coordinated through the Recorder. User is responsible for all charges incurred by their assigned Laredo logins and passwords.

c. User shall not in any way enhance, or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.

d. User shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the 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 User's sole use.

e. User may 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, omission and future modification. The 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, or any equipment in connection or in association with either or both of the foregoing. The Recorder shall have no obligation or liability whatsoever concerning any aspect of 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/or signal/data transmission quality or deficiencies.

6. INDEMNIFICATION. 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, Iroquois County, its boards, commissions, agencies, employees and representatives against any and all liability, loss, damages, fees, costs 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 pay by reason of the Recorder failing to transmit a copy of any document 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 on past due payments, the User shall be liable for all costs/expenses (including reasonable attorneys' fees) incurred in connection therewith.

7. 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 Recorder.

8. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Illinois.

9. 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.

10. 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.

11. 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 a 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.

12. USER'S WARRANTY. User warrants that it has complied with all necessary requirements to do business in the State of Illinois, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of User's registered agent is _____. User shall notify the Recorder immediately, in writing, of any change in its registered agent, his or her address, and User's legal status.

13. 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 or modifications to this Agreement shall be valid unless they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PLAN SELECTION: See Attachment "A" to Laredo Agreement

IROQUOIS COUNTY CLERK & RECORDER

By: _____ _____
Lisa Fancher Date

USER _____

By: _____ _____
User's Agent Date

Attachment to "A"
To
LAREDO AGREEMENT
Regarding Purchase of On-line Access to Real Estate Records

Subscriber Information:

Name of Contact Person:_____

Contact's Title: _____

Name of Company:_____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____E-Mail Address: _____

Subscriber shall select from the following user plans:

Quantity Of Plans	Plan Selection	Per Minute	Subscriber Fee and Minimum Monthly Balance	Minimum Overage Fee	Laredo Remote Print Fees
	Plan A	0 - 250 minutes	$75/month	$0.25/minute	$0.25
	Plan B	251 - 500 minutes	$125/month	$0.23/minute	$0.25
	Plan C	501 - 1000 minutes	$195/month	$0.18/minute	$0.25
	Plan D	1001 - 2000 minutes	$295/month	$0.15/minute	$0.25
	Plan E	2001 - Unlimited	$400/month	n/a	$0.25

Laredo Remote Access User Name/Password Assignment

Plan Selection	Employee Name	User Name	Password

User Names and Passwords are not case-sensitive. Only **one** User Login per agreement plan. The Licensor agrees to promptly remove the passwords of persons who are no longer authorized users and assign new passwords to staff as provided by the Licensee in writing.