Alger County Register of Deeds

Joel VandeVelde, Register of Deeds

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LAREDO AGREEMENT – COUNTY ENTITIES

Regarding Use of On-line Access to Real Estate Records

This agreement made and entered into this _____day of _____, in the year _____.

By and between the Alger County Register of Deeds and

_____("Customer" also referred to as "Subscriber"),

Phone number _____

Address_____

_____

Name and address of Subscriber's agent _____

_____

Subscriber's agent email(s)_____

In consideration of the mutual promises contained in this Agreement, the parties agree as follows.

SERVICES

1. The Alger County Register of Deeds agrees to provide to Subscriber on-line access to documents that have been recorded in the Alger County Register of Deeds Office ("records")

2. Subscriber will access the online subscription service through the website of the Fidlar Companies, Inc. (www.fidlar.com). Laredo software must be downloaded in order to use the service. Neither Alger County nor the Register of Deeds assumes any responsibility for the operation of Fidlar's website or of the Laredo software. Subscriber acknowledges and agrees there may be times during which the Subscriber may not be able to access the records online due to circumstances both within and outside Alger County and the Register of Deed's control and time during which the Subscriber's access may be interrupted. No refunds will be made on account of any time the online system is unavailable.

3. Subscriber will obtain a user name and password from the Register of Deeds by providing the Register of Deeds a list of all employees (users) who will receive Laredo access and each user's email address. Customer/Subscriber agrees to promptly **notify the Register of Deeds of any changes in staffing** that affects the assignment of Laredo passwords. The Register of Deeds agrees to promptly remove the passwords of persons who are no longer authorized Laredo users and assign new passwords to employees as provided by Customer. Customer is responsible for all charges incurred by their assigned Laredo logins and passwords.

DISCLAIMER OF WARRANTIES

4. The records accessible through the service may not be true, complete, and accurate. They are a working copy of the records and are subject to error and omission and to future changes and updating. The Subscriber acknowledges and agrees that this service is for informational purposes only. Alger County and the Register of Deeds expressly disclaim any express or implied warranties regarding warranties regarding the records, information, products, or services provided under this Agreement. Neither Alger County nor the Register of Deeds Office, their officers, employees or agents shall be liable for any damages or losses that result from the Subscriber's use of or inability to access any part of the records or from mistakes, omissions, interruptions, loss, theft or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance. The Subscriber assumes the sole responsibility for all use of the records obtained under this Agreement and agrees to indemnify and hold Alger County and the Register of Deeds harmless from any liability or claim of any nature arising out of or resulting from such use.

SUBSCRIBER'S RESPONSIBILITIES AND CERTIFICATION

5. Subscriber agrees that its use of the records and the records obtained under this Agreement will be solely for purposes authorized by law and that such records will not be released or distributed unless authorized by law.

6. Subscriber agrees not to sell, convey or otherwise allow access to said documents to third parties, or use said documents for other than official purpose. It is forbidden to sublicense, relicense or transfer documents. Data harvesting and screen scrapping (taking screen shots) of images is strictly prohibited – immediate termination of this contract will be enforced (17).

7. Subscriber shall take all necessary and appropriate security measures to ensure that Subscriber's user name and password are not disclosed to other persons or entities. Subscriber shall not share, loan, assign, transfer, or release its user name or password to any other person or entity.

8. Subscriber does not intend to, and will not (A) use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or (B) sell, give, or otherwise make available to any person any list of names or addresses contained in or derived from the records or information for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.

9. Subscriber understands the prohibition against the use of the records obtained under this Agreement for direct or indirect solicitation and agrees to comply with all applicable laws regarding the use of such records.

10. Subscriber is solely responsible for its use of the online service offered under this Agreement. Subscriber agrees that it will not use such service or the records obtained under this Agreement for any illegal purpose, in infringement of copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.

11. The conditions contained in this Agreement and the prohibitions on use of the records shall not expire upon revocation or termination of this Agreement, and the certification made pursuant to this section shall remain in effect and shall apply to Subscriber and its use of the records and information from the records after any termination of this Agreement.

TERMINATION

12. This Agreement shall continue from month to month until terminated by either party. Either party may terminate this Agreement with or without cause by giving thirty days written notice to the other party.

13. This Agreement may be terminated if Subscriber does not make the payment due under this Agreement.

14. The Alger County Register of Deeds may immediately terminate Subscriber's right to access the records without notice if the Subscriber violates any of the terms of this Agreement. In such event no refund of any part of the fee will be made.

MISCELLANEOUS

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions.

17. The person signing this Agreement is duly authorized by the Subscriber to execute the Agreement on behalf of the Subscriber and to bind the Subscriber.

18. This Agreement may be modified or amended only in writing executed by both parties.

19. This Agreement contains the entire understanding between the parties and supersedes all prior agreement or understandings between the parties with respect to the subject matter of this Agreement.

20. The Subscriber shall not sell, transfer, assign, or otherwise dispose of any right or obligations created by this Agreement without the written consent of the Alger County Register of Deeds.

FEES & PAYMENT

Subscription Plans	Laredo Subscription Pricing	
A. 0-100 minutes	$45/month and 0.25 per minute overage	One (1) User
B. 101-250 minutes	$75/month and 0.25 per minute overage	Two (2) Users
C. 251-1000 minutes	$$175/month and 0.25 per minute overage	Three (3) Users
D. 1001-2000 minutes	$275/month and 1.00 per minute overage	Three (3) Users
E. Unlimited	$450/month	Three (3) Users
F. Per-Minute Plan	$1.00 per minute	Three (3) Users

SUBSCRIBER INFORMATION

Name and Title _____

Plan Choice   **A**☐   **B**☐   **C**☐   **D**☐   **E**☐   **F**☐

Name of Company_____

Email Address_____

Address_____

City, State, Zip Code_____

Telephone_____

_____   _____

Joel VandeVelde, Register of Deeds   SUBSCRIBER SIGNATURE

INTERNAL USE   *1.*   *2.*   *3.*

Username:

Password: