

Myka Bono Sample

SALINE COUNTY CIRCUIT CLERK
AND EX-OFFICIO RECORDER
200 NORTH MAIN STREET, ROOM 113
BENTON, ARKANSAS 72015
501-303-5615 • 501-303-1592

Laredo Agreement ON-LINE ACCESS SUBSCRIPTION AGREEMENT

This agreement made and entered into this _____ day of _____, in the year _____, by and between the Saline County Circuit Clerk & Recorder's Office (the Licensor)

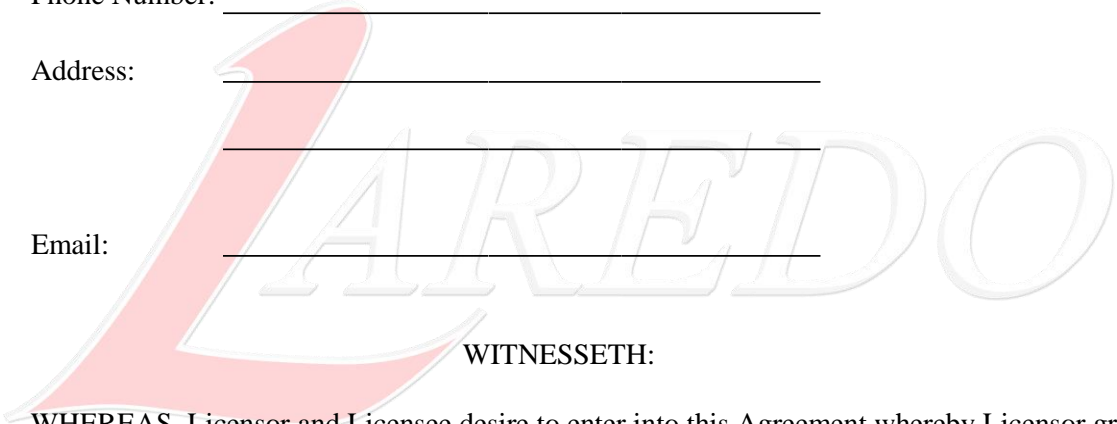
and _____ (Licensee)

Contact Name: _____

Phone Number: _____

Address: _____

Email: _____



WITNESSETH:

WHEREAS, Licensor and Licensee desire to enter into this Agreement whereby Licensor grants Licensee alimited, non-exclusive, and revocable right to print copies of recorded images from the Licensor and to access thissystem remotely to print these recorded images.

1. The term of this Agreement shall be from the execution date until terminated by Licensor or Licensee pursuant to the provisions contained herein.
2. **Consideration and Terms of Payment**
In consideration for the Recorder providing User with direct access to Laredo as indicated within this Agreement, User shall pay to the Recorder as follows:
 - a. The fees for access to the Recorder’s real estate records are based on a sliding scale model. User will select which plan they wish to use on **Attachment A** where fee structure is outlined.
 - b. The 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 according to the terms outlined in Paragraph 1.

- c. User may switch to a different rate plan within the **first five (5) days** of each month. The Recorder must receive written notification of User's intent to change plans in order for the change to take effect. The prorated amounts will be based on calendar days not business days.
- d. 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. 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

- e. The 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, or next business day, if they meet the requirements for recording, but documents sent in the mail may take several days to reach the Clerk and Recorder's office.
- f. The obligation to provide such access is subject at all times to the obligation of the Clerk and Recorder to fulfill his/her statutory duties. The Clerk and Recorder's obligations and User's rights under this Agreement are secondary to the statutory duties of the Clerk and Recorder.
- g. Service will be provided to User on a non-guaranteed basis seven (7) days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Clerk and Recorder or by Fidlar Technologies at its sole discretion. No refunds will be made on account of any time the on-line system is unavailable. Customers will receive notice if any scheduled computer upgrades or outages may affect customer's access.
- h. Clerk and Recorder reserves the right to add additional databases and to offer them to User at the sole discretion of the Clerk and 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

- i. All Users will be required to sign up for a Laredo Connect Profile within **thirty (30) days** of their account establishment. Failure to create the Laredo Connect profile could result in a temporary interruption of service.
 - j. **Monthly invoices will be obtained by accessing the Laredo Connect Account Management site with payments due by the 15th of the month following each billing cycle. Payments should be made on-line through the Laredo Connect Account Management site by ACH, Credit Card or by sending payments directly through the Circuit Clerks Office.**
 - k. User shall provide the Clerk and Recorder with a list of all employees who will receive Laredo access and their email address. User shall notify the Clerk and Recorder immediately of any loss, theft, or unauthorized use of Laredo access. Passwords may be changed and coordinated through the Clerk and Recorder. User is responsible for all charges incurred by their assigned Laredo log-ins and passwords.
 - l. User shall not in any way enhance or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.
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- m. User shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or substitution, without prior written consent of the Clerk and 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.
- n. 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 Clerk and 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 Clerk and 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 Clerk and 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 Clerk and Recorder for its failure to transmit a copy of any particular document, unless through willfulness, and User shall indemnify, defend and hold harmless the Clerk and Recorder, Saline 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 be provided under this Agreement. In addition, if the Clerk and 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 Clerk and 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 Clerk and Recorder.

8. *Controlling Law*

This Agreement is to be governed by the laws of the State of Arkansas.

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 Clerk and 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 Clerk and 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 Arkansas, 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 User's registered agent is _____

User shall notify the Recorder immediately, in writing, of any change in its registered agent, his/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 on the dates subscribed below.

SALINE COUNTY CIRCUIT CLERK & RECORDER ("Licensor")

By: _____
Myka Bono Sample, Circuit Clerk & Recorder

Date: _____

Company Name _____

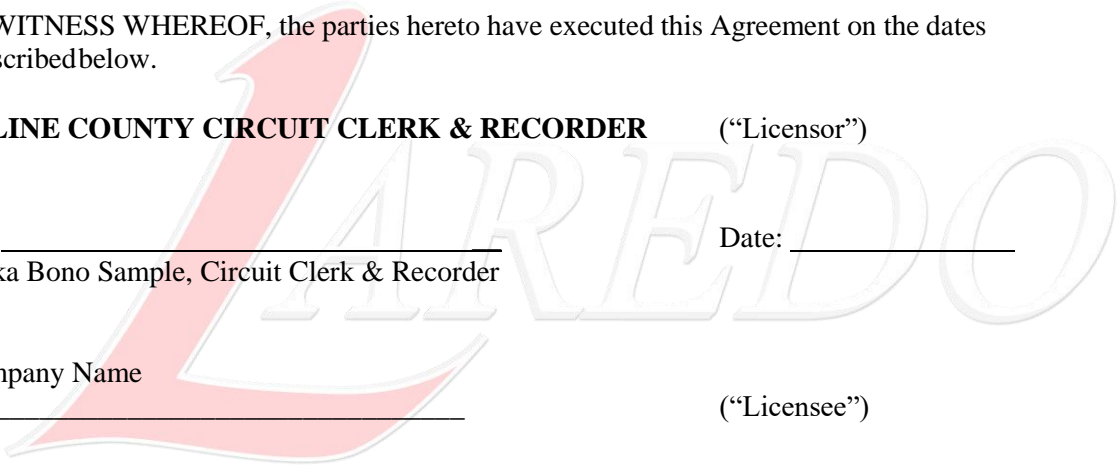
("Licensee")

Signature _____

Printed Name: _____

Date: _____

Title: _____



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

Subscriber shall select from the following user plans:

Plan Selection	Per Minute	Subscriber Fee and Minimum Monthly Balance	Minimum Overage Fee	Copy Fees
Plan A	0 – 250 min.	\$25.00/month	\$0.20/per min	\$0.10
Plan B	251 – 1000 min	\$50.00/month	\$0.15/per min.	\$0.10
Plan C	1001 – 3000 min.	\$75.00/month	\$0.10/per min.	\$0.10
Plan D	Unlimited	\$100.00/month	N/A	\$0.10
Plan E	Additional Unlimited	\$25.00/month	N/A	\$0.10
Print Only	Internal Laredo Searching at Circuit Clerk's Office	N/A	N/A	\$0.25

Laredo Remote Access User Name/Password Assignment

Plan Selection	Employee Name	User Name	Password

Licensee agrees to promptly notify in writing the Saline County Circuit Clerk & Recorder's Office of any changes in staffing that affects the assignment of Laredo usernames. Licensee understands that by entering into this Agreement, the Licensee is responsible for all minutes accrued by its identified users. The Licensor agrees to promptly remove by notifying the Licensor of the passwords of persons who are no longer authorized users and assign new passwords to employees as provided by the Licensee in writing. The Licensee is responsible for all charges incurred by their assigned Laredo logins and passwords.

Signature _____

("Licensee")

Printed Name: _____

Date: _____

Title: _____

