

LAREDO AGREEMENT – MARSHALL COUNTY, ILLINOIS
Regarding Purchase of On-line Access and/or Copies of Real Estate Records

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Marshall County Clerk/Recorder, 122 N Prairie St, Lacon, Illinois, 61540 (*herein after referred to as the “Clerk & Recorder”*) and

_____ whose address is _____
_____ (*herein after referred to as the “User”*)

RECITALS

- A. WHEREAS, Clerk/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 Clerk/Recorder, pertaining to real property for its own use at a price sufficient to permit Clerk/Recorder to recover its costs of labor and material as well as depreciation of in-house resources; and
- C. WHEREAS, User understands 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 MARSHALL County Board fails to appropriate sufficient funds to carry out Clerk/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 the Clerk/Recorder providing User with direct access to Laredo as indicated within this Agreement, User shall pay to the Clerk/Recorder as follows:

- The fees for access to the Clerk/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.
- The Clerk/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 Clerk/Recorder previous to being billed the new amount. In such case, the remaining terms of this Agreement will remain in

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effect with the new fee structure unless properly terminated according to the terms outlined in Paragraph 1.

- User may switch to a different rate plan within the first five (5) days of each month. The Clerk/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.
- 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. Clerk/Recorder's Responsibilities

- The Clerk/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, but documents sent in the mail may take several days to reach the Clerk/Recorder's office.
- The obligation to provide such access is subject at all times to the obligation of the Clerk/Recorder to fulfill his/her statutory duties. The Clerk/Recorder's obligations and User's rights under this Agreement are secondary to the statutory duties of the Clerk/Recorder.
- 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/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.
- Clerk/Recorder reserves the right to add additional databases and to offer them to User at the sole discretion of the Clerk/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

All Users will be required to sign up for a Laredo Connect Profile within ten (10) days of their account establishment. Failure to create the Laredo Connect profile could result in a temporary interruption of service.

<https://connect.laredoanythwere.com/ChequeHome/ChequePublic,WebSite/#login>

- Monthly statements 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 or checks can be made out to the Marshall County Clerk/Recorder and mailed in. Checks must reach the Clerk/Recorder office by the 15th of each month.

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- User shall provide the Clerk/Recorder with a list of all employees who will receive Laredo access and their email address. User shall notify the Clerk/Recorder immediately of any loss, theft, or unauthorized use of Laredo access. Passwords may be changed and coordinated through the Clerk/Recorder. User is responsible for all charges incurred by their assigned Laredo log-ins and passwords.
- User shall not in any way enhance or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.
- User shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without prior written consent of the Clerk/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.
- 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/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/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/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/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/Recorder, Marshall 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/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

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User agrees that the Clerk/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/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 Clerk/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/Recorder while any such default or breach shall exist, shall in no way impair or prejudice the right of the Clerk/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 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 Clerk/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 as of the day and year first above written.

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Marshall County Clerk/Recorder
Date

User/User's Agent
Date

Attachment A User Information:

Name of Company _____

Name of Contact Person _____

Contact's Title _____

Street Address _____

City, State, Zip Code _____

Phone Number _____ Email Address _____

User shall select from the following plans:

| Quantity of Plans | Plan Selection | Per Minute | Subscriber Fee and Minimum Monthly Balance | Minimum Overage Fee | Laredo Remote Print Fees |
|-------------------|-------------------|--|--|---------------------|--------------------------|
| | Plan 1 | 0 – 250 minutes | \$75/month | \$0.20/minute | \$0.25 |
| | Plan 2 | 251 – 500 minutes | \$125/month | \$0.15/minute | \$0.25 |
| | Plan 3 | 501 – 1000 minutes | \$200/month | \$0.12/minute | \$0.25 |
| | Plan 4 | 1001 – 2000 minutes | \$300/month | \$0.10/minute | \$0.25 |
| | Plan 5 | 2001 – Unlimited minutes | \$400/month | Per month | \$0.25 |
| | Print Only | Internal Laredo Searching at Clerk/Recorder's Vault Only | \$0 | \$0 | \$1.00/page |

Laredo Remote Access User Name/Password Assignment:

| Plan Selection | Employee Name | User Name | Password (will be assigned at activation) |
|----------------|---------------|-----------|---|
| | | | |
| | | | |
| | | | |

User Names are not case-sensitive. Only **one** User Name per Laredo plan. The Clerk/Recorder agrees to promptly remove the passwords of persons who are no longer authorized users and assign new passwords to staff as provided by the User in writing.

ANY CHANGES TO EXISTING PLANS MUST BE DONE WITHIN THE FIRST FIVE (5) DAYS OF THE MONTH FOR THAT MONTH'S SERVICE.