LAREDO AGREEMENT – FRANKLIN COUNTY, ILLINOIS
Regarding Purchase of Online Access and/or Copies of Real Estate Records

THIS AGREEMENT, made and entered into this _____day of _____, 20____, by and between the Franklin County Clerk & Recorder, 901 Public Square, Benton, Illinois, 62914 (*herein after referred to as the "Recorder")* and

_____whose address is

_____(*herein after referred to as the "User")*

RECITALS

A. WHEREAS, 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 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____, 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 Franklin County 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 the Recorder providing User with direct access to Laredo as indicated within this Agreement, User shall pay to the Recorder as follows:

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

- The Recorder reserves the right to change the fees outlined in Attachment A. Upon any such change in fees, User will receive written notification from the Recorder before 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.

- Users 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 for the change to take effect. The prorated amounts will be based on calendar days not business days.

- User joining at initial signup, a monthly period will be billed for a prorated portion of the month of which the user is signed. The prorated amount will be based on calendar days, not business days. The day a user joins will become the first day of the prorated month.

3. ***Recorder's Responsibilities***

- The Recorder agrees to furnish online 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 the next business day if they meet the requirements for recording, but documents sent in the mail may take several days to reach the Recorder's office.

- The obligation to provide such access is always subject 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.

- Service will be provided to the 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 Recorder or by Fidlar Technologies at its sole discretion. No refunds will be made for any time the online system is unavailable. Customers will receive notice if any scheduled computer upgrades or outages affect the customer's access.

- The Recorder reserves the right to add additional databases and to offer them to the User at its sole discretion. 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.laredoanywhere.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 online through the Laredo Connect Account Management site by ACH, Check or Credit Card. **If payment will be made by check, payment must be received in the Franklin County Recorder's office no later than the 15th of each month.**

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

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

- The User shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, 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 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 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 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, Franklin 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 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 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 the 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 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 _____. The 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 as of the day and year first above written.

Franklin County Clerk & Recorder	**Date**	**User/User's Agent**	**Date**

LAREDO AGREEMENT – FRANKLIN COUNTY, ILLINOIS

Regarding Purchase of Online Access and/or Copies of Real Estate Records

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	$0.25/minute	$0.25
	Plan 2	251 – 500 minutes	$125/month	$0.23/minute	$0.25
	Plan 3	501 – 1000 minutes	$195/month	$0.18/minute	$0.25
	Plan 4	1001 – 2000 minutes	$295/month	$0.15/minute	$0.25
	Plan 5	2001 – Unlimited minutes	$400/month	Per month	$0.25
	Print Only	Internal Laredo Searching at Recorder's Vault Only	$0	$0	$0.50 per page

Laredo Remote Access Username/Password Assignment:

Plan Selection	Employee Name	Username	Password (will be assigned at activation)

Usernames are not case-sensitive. Only **one** Username per Laredo plan. The 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.