

**BIG STONE COUNTY RECORDER
LAREDO ON-LINE ACCESS AGREEMENT**

THIS AGREEMENT is made by and between the County of Big Stone, a body politic of the State of Minnesota, by and through the Big Stone County Recorder (hereinafter collectively referred to as "Recorder"), and _____, doing business as _____, (hereinafter referred to as "User").

WITNESSETH:

WHEREAS, Recorder maintains information within the County Recorder's Office which is of assistance to various entities and individuals; and

WHEREAS, Recorder has a real estate database called "Laredo" provided Recorder through an agreement with Fidlar Technologies, wherein real estate records filed in Recorder's office are stored and can be accessed online; and

WHEREAS, User desires to access said records for its own use at a price sufficient to permit Recorder to recover its costs of labor and material as well as include depreciation of in-house resources; and

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

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained herein, Recorder and User hereby agree as follows:

1. Scope of Services

A. Recorder's Responsibilities:

1. Recorder agrees to provide User access to certain public information contained within the computer files of Big Stone County as indicated below (Abstract Records Only):

- Real Estate Grantor/Grantee Indexes – March 1, 1991 to certified date through the Laredo software program.
- Real Estate Tract Index – March 1, 1991 to certified date through the Laredo software program.
- Real Estate Document Images - March 1, 1991 to certified date through the Laredo software program.

(Torrens documents are fully indexed and imaged from March 1, 1991 through the present certified date, except images of the Certificates of Title are not available online.)

The obligation to provide such access is subject at all times to the obligation of Recorder to fulfill her statutory duties. Recorder obligations and User rights under this agreement are secondary to the statutory duties of the Recorder.

Service will be provided to User, on a non-guaranteed basis, seven (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Recorder, the software vendor, or Minnesota Counties Information Systems at their sole discretion.

2. Recorder reserves the right to add additional databases and to offer them to User at the sole discretion of 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.

3. Recorder will furnish to User information concerning computer hardware and software that the Recorder reasonably believes to be compatible with the County's computer system.

B. User Responsibilities:

1. Monthly statements will be sent at the end of each month, **with payments due by the 15th of the month following the billing cycle.** If payment is delinquent and not received in less than 60 days, service to User will be terminated. Checks should be made payable to the **Big Stone County Recorder** and sent to: **20 Second Street SE, Ste 106, Ortonville, MN 56278.** Advance payments can be accepted.

2. User agrees to keep User password confidential. User shall notify Recorder immediately of any loss, theft or unauthorized use of User Password. A password may be changed and coordinated through Recorder.

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

4. User warrants and agrees that User shall not data scrape, web scrape, data harvest, web harvest or data mine, or anything similar, any system used, maintained, or owned by Recorder, either with or without the use of "bots" (automatic tools), which is strictly prohibited; Recorder reserves the right to detect and prevent their use. A "data scrape, web scrape, data harvest, web harvest or data mine" occurs when a computer program has extracted data from a human-readable output coming from another program. Discovery or reasonable belief by Recorder of any of this activity may result in immediate termination of this agreement. User agrees that any data scrape, web scrape, data harvest, web harvest or data mining may be viewed as theft and may be punishable under Minnesota Statutes Section 609.52 – 609.53, Section 609.87 – 609.8913, or any other applicable law.

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:

Level	Minutes	County charge to user	Overage charge	Per print charge
Level 1	0-250 minutes	\$60/month	\$.20 per minute	\$.35 per page
Level 2	251-1000 minutes	\$100/month	\$.15 per minute	\$.35 per page
Level 3	1001-3000 minutes	\$200/month	\$.12 per minute	\$.35 per page
Level 4	3001-6000 minutes	\$300/month	\$.10 per minute	\$.35 per page
Level 5	Unlimited	\$500/month	N/A	\$.35 per page

*Overage charge - Per minute charge for each minute over the plan that was originally signed-up for.

Upon receipt of initial payment, a user name and password will be determined for User and recorded on page 6 hereof. Only one person can use the user name and password at a time. If additional passwords are needed, additional fees will be imposed.

User will determine which level of plan will fit their needs, and the initial plan level will be recorded on page 6 hereof. User can change their plan; however, changes to the plan must be made in writing no later than the 5th day of the month. The changes shall take effect the following month.

Recorder may amend and modify the above fee schedule provided that Recorder provides User thirty (30) days' written notice of any such amendment or modification. Upon receiving such notice, User may terminate this agreement by providing notice of its intent to do so within the thirty (30) day period. If User does not give a termination notice, the amended and modified fee schedule shall apply with the balance of terms and conditions continuing.

3. Effective Date of Agreement

This agreement shall be effective upon the signature date of both parties.

4. Terms of Agreement

The term of this agreement shall commence as of the 1st day of _____, 20____, and shall be in effect for one (1) year, with a termination date of the ____ day of _____, 20____. Unless either party gives notice to the other of its intent to terminate the agreement, which notice shall be given no less than thirty (30) days prior to expiration of the initial term or any renewal thereof, this agreement shall be automatically renewed for an additional year. If this agreement is automatically renewed, it shall be renewed on the same terms and conditions set forth in the initial agreement and those amendments and modifications agreed to by the parties or set forth in paragraph 2 hereof.

If during the term of this agreement the Big Stone County Board of Commissioners fails to appropriate sufficient funds to carry out Recorder's 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.

In addition to terminating this agreement by giving notice under this paragraph, the contract may be terminated under the provisions of paragraphs 1.B.1 and 10 hereof.

5. Limitation

The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification.

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.)

Recorder does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection with either or both of the foregoing. Recorder shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, de-installation, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

User agrees that it shall not re-produce, market or in any way re-use such program information as independent “stand-alone” information without the express written consent of Recorder, and User shall not acquire any proprietary rights to such computer program information. User may print copies of documents for its own in-house use.

6. Waiver of Damages; Agreement to Indemnify, Defend and Hold Harmless

User releases Recorder, Big Stone County and its board members, officials, and employees against all claims, losses, damages, liability, suits, judgments, costs and expenses by reason of any actions or inactions on the part of either party as they relate to this agreement. User further agrees to fully and absolutely defend, indemnify and hold harmless Recorder, Big Stone County and its board members, officials and employees against all claims, losses, damages, liability, suits, judgments, costs and expenses, including third party actions, as they relate to this agreement.

Nothing in this agreement or the agreement to indemnify and hold harmless described in the preceding paragraph shall constitute a waiver by Recorder, Big Stone County and its board members, officials, and employees, of limitations of liability provided to them by Minnesota Statutes, Chapter 466, or to any immunity to which they may be entitled.

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the Recorder and User. Neither User, nor its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of Recorder.

7. Inability to Access Data

User agrees 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. In no instance, regardless of the circumstances, is the County to be held liable because of inaccessibility to the data.

8. Data Practices

Recorder provides data to User for public benefit as defined in Minn. Stat. 13.85. Recorder and User and their agents and employees agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13.

9. Subcontractors or Assignments

User shall not subcontract any computer data access rights of User made available under this Agreement, nor assign the Agreement without the prior written approval of Recorder. This agreement shall not be construed to either authorize or prevent the 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 be EXCLUSIVELY for User's sole use. **User may NOT sell 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.

10. Termination

This agreement may be terminated by either party as provided hereinabove, or with or without cause upon ninety (90) days' written notice. Termination shall not relieve a party of its obligations incurred prior to the effective date of the termination.

11. Controlling Law

This agreement is to be governed by the laws of the State of Minnesota.

12. Successors and Assigns

Recorder and User, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to the Agreement and to the partners, successors, assigns, and legal representatives or such other party with respect to all covenants of this Agreement.

13. Severability

In the event any provision of the Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

14. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between Recorder and User relating to the Laredo software program.

15. Automatic Renewal

This agreement shall be automatically renewed upon like terms for successive calendar year periods.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed this _____ day of _____, 20____, intending to be bound thereby.

USER

Date: _____

By _____

Address _____

FAX _____

E-Mail _____

Phone _____

RECORDER

BIG STONE COUNTY RECORDER

Date: _____

By _____
Elaine Martig Big Stone County Recorder

USER NAME/PASSWORD ASSIGNMENT

Please remember: Only one user login per agreement plan.

There are no character restrictions on user names and passwords, nor are they case sensitive.

Plan Selection (Level 1, 2, 3, 4 or 5)	Employee Name	User Name	Password