

Steele County Recorder

Laredo Software Program On-Line Access Agreement

This agreement is not a bulk data & imaging contract. Bulk data and imaging may be offered via the Monarch software from Fidlar Technologies, LLC, and a separate contract agreement with Steele County.

This agreement, by and between the County of Steele, Minnesota, a municipal corporation, by and through the Steele County Recorder, hereinafter collectively referred to as "Recorder," and _____ hereinafter referred to as "Subscriber."

Witnesseth:

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

Whereas, Subscriber desires to access information 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,

Whereas, Subscriber understands that 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 Subscriber will be subject to such changes and adjustments.

Now therefore, in consideration of the mutual undertakings and agreements contained herein, the Recorder and Subscriber hereby agree as follows:

1. Scope of Services

A. County's Responsibilities:

1. Recorder agrees to provide Subscriber access to certain public information contained within computer files of Steele County. Certain years of the Steele County real estate index and documents are available through the Laredo software program.
2. The obligation to provide such access is always subject to the obligations of the Recorder to fulfill the statutory duties. Recorder's obligations and Subscriber's rights under this agreement are secondary to the statutory duties of the Recorder.
3. Service will be provided to Subscriber on a non-guaranteed basis, excluding scheduled maintenance as designated from time to time by the Recorder or by the County Information Systems at its sole discretion.

4. Recorder reserves the right to add additional databases, and to offer them to Subscriber at the sole discretion of Recorder. Subscriber's access to any additional information shall be evidenced by a new writing that shall be incorporated into the Agreement and made a part hereof.
 5. Recorder will furnish to Subscriber information concerning computer hardware and software that the Recorder reasonably believes to be compatible with the County's computer system.
- B. Subscriber's Responsibilities:
1. Payments are made: Steele County Recorder at 630 Florence Avenue, Owatonna MN, 55060, ACH payment upon receipt of banking information or credit card (payment through Fidlar Technologies is also an option.)
 2. Subscriber agrees to keep subscriber password confidential. Subscriber shall notify Recorder immediately of any loss, theft, or unauthorized use of Subscriber Password. A password may be changed and coordinated through Recorder.
 3. Subscriber shall not in any way enhance, or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.
 4. Data scraping and data harvesting by Subscriber of this or any system or program used, maintained, or owned by the Recorder, either with or without the use of "bots" (automatic tools) is strictly prohibited and the Recorder reserves the right to detect and prevent their use. A "data scrape or harvest" occurs when a computer program extracts data from a human-readable output from another program. Discovery or reasonable belief by Recorder of any of this activity may result in immediate termination of this agreement. Subscriber further agrees that any data scraping, or harvesting may be viewed as theft and may be punishable under Minnesota Statutes, sections 609.52, 609.53, 609.87 through 609.8913 or any other applicable law.
 5. Subscriber agrees that the records remain the sole property of Recorder who retains all ownership rights and to use records only in the normal course of its business. Subscriber further agrees that it shall not sell, distribute, reproduce, market, or in any way re-use such program information as independent "stand-alone" information without the express written consent of Recorder, and Subscriber shall not require any proprietary rights to such computer program information.

2. Consideration and Terms of Payment

- A. In consideration for Recorder providing Subscriber with direct access to the Laredo software program as indicated within this agreement, Subscriber shall pay to the Recorder as follows:

	County Charge to End-User	Overage Charge*	Plus, Per Print	Additional Option – Print Screen Results
Level I: 0-250 minutes	\$70/Mo.	.20/minute	0.35	Included
Level II: 251-1000 minutes	\$150/Mo.	.15/minute	0.35	Included
Level III: 1001-3000 minutes	\$250/Mo.	.12/minute	0.35	Included
Level IV: Unlimited	\$560/Mo.	NA	0.35	Included

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

Security Deposit will be three months of charges of whichever plan customer chooses.

- B. The Subscriber will determine which level of the plan will fit Subscriber's needs. A Subscriber can change the access level anytime.
- C. Subscribers will be invoiced for amounts due from the previous month's usage. Subscriber shall pay amounts due within thirty (30) days of the invoice date. If payment is not received in the prescribed time, Subscriber service will be terminated.
- D. Only one person can use the password at a time. If additional passwords are needed, additional fees will be imposed.
- E. The Subscriber will choose a username and password upon signing the agreement.

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 first day of

_____.

If during the term of this agreement, the Steele 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 Subscriber.

Contract renewal will be determined at the sole discretion of Recorder from time to time with written notice to the Subscriber. If Subscriber chooses not to renew under

the new contract, Subscriber's previous contract will be terminated without further notice.

5. Limitation

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 Subscriber's 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 that performance of the application, the code, computers, or computer systems related to the application, the communication or connection to the application, that the application will be uninterrupted or error free, that defects will be corrected, or that the application is free of harmful code. Subscriber fully understands and agrees that the application is subject to error, omissions, delays, or interruptions; and Recorder may modify or change the application or information in a manner that may impact or restrict Subscriber's access. In any such event, the Recorder will not be liable for the cost of such changes or damages which may be sustained by Subscriber.

6. Consequential, Incidental, Special or Indirect Damages

In no event will Recorder or Steele County be liable to Subscriber or anyone else for any consequential, incidental, special, or indirect damages including, but not limited to, monetary losses incurred from inconvenience, delay, or loss of the use of the service. 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 Subscriber. Neither Subscriber, nor its employees, agents, subcontractors, or representatives shall be considered employees, agents, or representatives of Recorder.

7. Inability to Access Data

Subscriber 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 Subscriber and Recorder.

8. Data Practices

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

9. Subcontractor of Assignments

Subscriber shall not subcontract any computer data access rights of Subscriber 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 Subscriber from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by Subscriber shall be at Subscriber's risk and expense and EXCLUSIVELY for Subscriber's sole use. Subscriber 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.

10. Termination with Cause

This Agreement may be terminated by Recorder, with cause, without prior written notice, upon its reasonable belief that cause exists. "Cause" as used in this section includes any violation of law relating to use of the data and information provided through this agreement or violation of any terms of this agreement, including but not limited to date scraping or harvesting. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination. Recorder reserves the right to prohibit Subscriber from entering into another agreement for a minimum of one (1) year when Subscriber's prior agreement is terminated with cause.

11. Termination without Cause

This Agreement may be terminated by either party, without cause upon thirty (30) days written notice, starting on the first (1st) of a month. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

12. Controlling Law

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

13. Successors and Assigns

Recorder and Subscriber, 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.

14. Separation

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 or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

15. 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 Subscriber relating to the Laredo software program.

16. 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 intending to be bound thereby.

Date: _____

Time Usage: Circle level of minute usage and additional print result option as per page 2.

Level:

Print Screen Result Option:

I

II

III

IV

YES

NO

Subscriber: _____

Contact Person: _____

Address: _____

Signed by: _____

Phone: _____

Email: _____