

LAREDO AGREEMENT

Access to Stevens County Recorder's Real Estate Records

The undersigned customer wishes to contract for the provisions of services from the Recorder's Office of Stevens County, Minnesota, hereinafter referred to as "Recorder", for on-line access to a number of real estate databases called "LAREDO" provided by Recorder through an agreement with Fidlar Software. Customer wishes to use the Internet gateway made available by the Recorder of Stevens County, Minnesota as a service of that office.

Terms and Conditions

1. This agreement sets forth the terms and conditions under which the Recorder will provide services to Customer.
2. Recorder reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion or interruption of any such service.
3. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Recorder shall be entitled to announce online or in writing, changes to the network, to the services provided, to the prices, or other changes which change shall constitute modifications to this agreement once announced. In the event Customer disagrees with such changes or such pricing, Customer upon written notice, shall have the right upon receipt of such notice, to terminate participation in this agreement.
4. Conditions of Use:
 - A. Hours of Service: Service will be provided to Customer, on a non-guaranteed basis seven days per week (Sunday through Saturday), 24 hours per day, excluding scheduled maintenance as designated from time to time by Recorder at its sole discretion.
 - B. Recorder will establish a customer account and number, and will issue a password to Customer in order to access those databases requested and available. Customer is responsible for preserving this secrecy of its password and for insuring that access to the service and use of its password are controlled by it and that in those instances where Customer feels that the password is compromised, that notification to Recorder and a request of change of password shall immediately be given.
 - C. Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitations on use which are applicable to the services, databases, or other information provided by Recorder. Customer also agrees that access to Recorder's databases is for Customer's own use and that reproduction, resale, or retransmission of information retrieved from the databases to any third party, is strictly prohibited without written permission by the Recorder for such additional use, subject to the terms and conditions herein.
5. Availability of Databases: The records are available beginning approximately 1940 to present. The older documents were indexed under book and page and can be found by searching "location" by Book and Page. The more current documents are indexed by Document number. Stevens County currently uses a hand written tract index.

6. Limitations of Liability:

- A. The databases are not to be relied on to be a true and complete record but rather a working copy of the work in progress subject to error, omission and further modifications.
- B. The remedies set forth in this agreement are exclusive and in no event shall the Recorder of Stevens County, Minnesota, its Commissioner, agents or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss or revenue, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered is experimental and may experience problems of various kinds resulting in any inability to provide such services.
- C. Customer agrees that Stevens County Recorder, commissioners, or officers, agents or employees, will not be liable for any claim or demand of any nature or kind whether ascertained against the Recorder or against any Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold Stevens County Recorder and its officers and agents harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.
- D. Recorder shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database providers or by other providers.
- E. No action or suit, regardless of form other than an action for payments due Recorder, arising out of the transaction pursuant to this agreement may be brought by third parties more than one year after the cause of the action accrues.

7. Warranty

- A. Recorder makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Recorder and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this agreement, no warranty or representation is made or implied as to such.
- B. Customer warrants that it is aware and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through the Recorder.
- C. Customer shall not in any way enhance, alter the public records access, or disclose any conditional information contained therein.

8. Rates Charged

- A. The monthly rate shall be at the level as indicated below. This contract is for a three-month period based on the calendar quarters (January, April, July, and October). All overage charges and per copy charges shall be billed in the subsequent month. Customer is aware that upon termination of the contract overage charge and copy charges shall be due within 30 days of final billing. The Customer shall receive a billing statement at the beginning of each month payable to the Stevens County Recorder, 400 Colorado Avenue, Suite 305, Morris, MN 56267.

Plan	Minutes	Monthly Fee	Overage Fee	Image Copies
A	0-250 minutes	\$50/month	.20 per minute	.35 per page
B	251-1000 minutes	\$100/month	.15 per minute	.35 per page
C	1001-3000	\$200/month	.12 per minute	.35 per page
D	3001-6000	\$300/month	.10 per minute	.35 per page
Unlimited	Unlimited	\$500/month		.35 per page

Circle Level to be contracted:

Level: A B C D Unlimited

- B. If the Customer chooses to increase minutes in a plan, Customer can do so at any time during a calendar quarterly period. If a Customer chooses to decrease monthly minutes, it can be done only at the end of a calendar quarter.
- C. If any circumstance establishes a past due account with the Customer, Customer agrees to pay all cost of collection of delinquent accounts including reasonable attorney fees as permitted by law.

9. General Conditions

- A. Waiver. The waiver, modifications, or failure to insist on any of these terms or conditions one or more times by Recorder shall not void, waive or modify any of the terms or conditions in this Agreement, nor be constructed as a waiver or relinquishment of Recorder's right to performance of any such term or terms in the future.
- B. Severability. If any provision or part of this Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- C. Governing Laws. This Agreement shall be governed by and construed according to the laws of the State of Minnesota as such laws are applied to contracts made and to be performed entirely in Minnesota, and all action hereunder shall be brought in a state court of competent jurisdiction in Minnesota and in no other jurisdiction.
- D. Assignment. This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force and effect. Recorder may assign this Agreement and/or the payments due to Recorder without notice or requirements for Customer's permission or approval.

Date

Customer Signature

Printed Name and Address

Date

Nichole Mahoney, Stevens County Recorder

Stevens County Recorder Remote Access

Search County Land Records 24 Hours a Day!!

1. *Laredo* - For Everyday Users (monthly subscription)

Fidlar Software has designed *Laredo*, a remote access product, with your objectives in mind. *Laredo's* innovative technology and 24-hour access to the county's land records allows you to obtain information faster and more efficiently.

- Same user interface that is used on the courthouse workstations
- Real time data
- 24 x 7 access
- Client application downloaded from www.fidlar.com (click on the "*Laredo*" link)
- Subscription based

Stevens County *Laredo* Fee Scale

<u>Per-Minute Plans</u>	<u>User Investment*</u>	<u>Overage fee**</u>
A. 0-250 minutes	\$50/mo	.20 per minute
B. 251-1000 minutes	\$100/mo	.15 per minute
C. 1001-3000 minutes	\$200/mo	.12 per minute
D. 3001-6000 minutes	\$300/mo	.10 per minute
E. Unlimited Minutes	\$500/mo	

* Remote print copy fees .35 per page

** Per minute charge for each minute over the signed-up plan.

2. *Tapestry* - For Occasional Users (pay-as-you-go)

Enjoy the Flexibility of *Tapestry* - www.landrecords.net

All you need is a web browser for 24 X 7 access to county land records. *Tapestry's* pay-as-you-go method offers flexible payment terms. Occasional users can enter a credit card number into our secure site or if you anticipate using *Tapestry* on a frequent basis, sign up as a member and enjoy membership benefits including account payment terms and expanded search capabilities.

***Tapestry* Cost Breakdown**

- Search - \$6.95
 - Grantor/Grantee
 - Beginning/Ending Date
 - Consideration amount
 - Legal
 - Document Types
- \$.50 for each image viewed

For More Information Contact:

**Nichole Mahoney - Stevens County Recorder
320-208-6565**

