

ACCESS AGREEMENT TO WHITE COUNTY RECORDER'S LAND RECORDS

The undersigned customer, wishes to contract for the provision of services from the Recorder's Office of White County, Indiana, herein after referred to as "Recorder", for on-line access to a number of real estate databases called "LAREDO" provided by recorder an agreement with Fidlar Software. Customer wishes to use the Internet gateway made available by the Recorder of White County, Indiana 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 changes 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 it's 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: twenty-four 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 will issue a password to customer in order to access the databases requested and available. Customer is responsible for preserving the secrecy of its password and for insuring that access to the service and use of its password are controlled by it. In the instance where customer feels that the password is compromised, notification shall be given to the recorder and a request of change of password shall immediately be granted.
 - 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 the 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.

Availability of databases: The index records are available beginning January 1, 1980 through the day before the last working day in the Recorder's office upon which the customer requests such information. Working days are Monday through Friday except for County designated holidays. Document images are available beginning January 1, 1980 on all documents filed thereafter.

5. 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 work in progress subject to error, omission and further modification.
- B. The remedies set forth in this agreement are exclusive and in no event shall the Recorder of White County, Indiana, White County Indiana, its Commissioners, agents or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of revenue, whether such damages arises 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 recognized that the system by which these services are offered is experimental and may experience problems of various kinds resulting in an inability to provide such services.
- C. Customer agrees that the Recorder of White County, Indiana, White County Indiana, Commissioners, officers, agents or employees, will not be liable for any claim or demand of any nature or kind whether asserted against the recorder or customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold the Record of White County, Indiana, White County Indiana, Commissioners 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 either party more than one year after the cause of the action accrues.

6. Warranty

- A. Recorder makes no warranties express or implied, including but not limited to warranties of merchantabilities 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 recorder.

C. Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon.

7. Rates charged

A. Customer upon request for services, (a minimum of three months) will pay to the recorder, the following monthly sum, as set forth in the rate schedule for access for one terminal for the plan selected:

B.	PLAN	MONTHLY CHARGE	OVERAGE
I.	0-250 minutes	\$ 50.00 per month	.20 per minute
II.	251-1000 minutes	\$100.00 per month	.15 per minute
III.	1001-3000 minutes	\$200.00 per month	.12 per minute
IV.	Unlimited	\$250.00 per month	.00 per minute

If an unlimited plan customer wishes to connect additional terminals, that customer may do so at a charge of \$100.00 per terminal for up to four (4) additional terminals per month.

Copies of documents made from the Laredo system shall be charged \$1.00 per page as per state statute.

C. The customer will receive a billing statement at the beginning of each month due the 10th day of that month, for services rendered plus any charges for overage minutes incurred. Customers shall make all checks and original subscriptions payable to the: White County Recorder's Office P.O. Box 127 Monticello, IN 47960 If any circumstances establishes a past due account with the customer, the past due invoices will be subject to a delinquency charge of 1.5 percent per month interest of the amount in the arrears of the legal limit, whichever is less. Customer agrees to pay all cost of collection of delinquent accounts including reasonable attorney fees as permitted by law.

D. Accounts will be considered past due after 60 days and thereafter interest will be assessed as per section C. Accounts will be considered delinquent after 90 days and the recorder shall have right to terminate service.

8. General Conditions

- A. Waiver. The waiver, modification, 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 other terms or conditions in the agreement, nor be construed as a waiver or relinquish of recorder's right to performance of any such term or terms in the future.
- B. Amendment. This agreement, and any exhibits attached hereto, may be amended only by the mutual written consent and execution of the parties.
- C. No other Agreement. Except as otherwise expressly provided herein, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is full integration of the agreement of the parties.
- D. Severability. If any provision or part of the agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- E. Governing Laws: This agreement shall be governed by and construed according to the laws of the State of Indiana as such laws are applied to contracts made and to be performed entirely in Indiana, and all action hereunder shall be brought in a state court of competent jurisdiction in Indiana and in no other jurisdiction.
- F. 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 or effect.

9. Pursuant to Indiana Code 22-9-1-10, neither the county or the customer nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Paula L. Lantz, Recorder

APPROVED BY COMMISSIONERS:

ATTEST: Jill A. Guingrich, Auditor

Dated _____

Effective _____

Customer plan request _____
Monthly charge _____
(Not including overage and copy fees)

Additional terminal _____
Authorized user name _____
Authorized user password _____

Date

Customer Signature

Customer's printed name and address

Customer e-mail address _____

Customer telephone number _____

Please state your reasons for requiring this service

Date

Recorder's Signature

