

*Connie Simmons*

JEFFERSON COUNTY CLERK & RECORDER  
100 SOUTH 10TH STREET, ROOM 105  
MT.VERSON, ILLINOIS 52864  
618-244-8020

Laredo Agreement  
ON-LINE ACCESS SUBSCRIPTION AGREEMENT

This Recorder’s Office On-Line Access Subscription Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Jefferson County, Illinois, (Government) and \_\_\_\_\_ (Subscriber).

Subscriber Contact Name: \_\_\_\_\_  
Subscriber Phone Number: \_\_\_\_\_  
Subscriber Address: \_\_\_\_\_  
Subscriber E-Mail \_\_\_\_\_

Whereas, Government and Subscriber desire to enter into this Agreement whereby Government grants Subscriber a limited, non-exclusive, and revocable right to obtain digital images of recorded documents from Jefferson County, Illinois.

Whereas, Government and Subscriber desire that the Agreement shall be for a period of one (1) year. Subscriber is advised of any change in the established rates thirty (30) days prior to a renewal.

NOW THEREFORE, in consideration of the mutual promises contained herein, Government and Subscriber agree as follows:

Definitions under the Terms of the Agreement include:

“Government” – Jefferson County Recorder’s Office

“Subscriber” – An individual, company or corporation who has entered into an agreement with Jefferson County Recorder’s Office.

“Technology Provider” – Fidlar Technologies, LLC

The term of this Agreement shall be from and including December 1, 2018 to and including November 30, 2019, unless terminated pursuant to the provisions contained herein.

- 1. **Grant of Agreement:** The Government hereby grants to the Subscriber the non-exclusive, non-transferable, limited and revocable right to electronically obtain digital images of recorded documents. All obtained images shall be used solely in the regular course of the Subscriber’s business. Subscriber is specifically prohibited from disseminating any data or

information obtained, except as specifically authorized under this paragraph. The limited license granted hereunto shall include the right to quote insubstantial portions of the records in memoranda and records from the downloaded images for insured of Subscriber, provided however, that such photocopies shall not be created or provided in bulk to other third parties, nor shall records be transferred or copied in bulk in another medium (e.g. microfilm, microfiche, etc.) Notwithstanding any other term or provision of this Agreement, any resale of recorded documents in bulk form by Subscriber shall be deemed a violation of the law and a material breach of this Agreement. No transfer of any ownership interest to the Subscriber is intended by this Agreement.

**2. Payment.**

- a. The Subscriber for Plan 1, 2, 3, 4, 5 or 6 agrees that an escrow account with the Jefferson County Recorder's Office will be established. To initiate the account the Subscriber shall **pay in advance at least the minimum monthly Agreement Plan plus \$50 for potential copies at the beginning of each month. Your escrow account will manually be charged the monthly subscriber fee, prints, and/or overage that may apply on the 1<sup>st</sup> of each month.** Failure to maintain the plan rate will result in immediate disconnection of services. Licensee shall maintain a positive balance in the escrow at all times. Failure to maintain a positive balance may result in a disruption or disconnection of service without notice.
- b. Copy Only Accounts will require \$50 into the initial escrow deposit to start the account. Print charges will be deducted from the account on or around the 1<sup>st</sup> of each month. All copy only account prints are \$1.00 per page.
- c. Subscriber agrees to pay \$0.25 per page print fees for images that are printed remote using the Laredo Services. Any prints that are printed in Jefferson County Recorder's Office will remain \$1.00 /page.
- d. A \$30.00 fee will be charged to the maker of any check which is refused or dishonored due to insufficient funds in the maker's account with the drawee credit institution.
- e. After two minutes of no activity when the Laredo program is operating, the user will receive an automatic disconnect notice. By signing this Agreement, **Subscriber agrees to pay the normal fees for all online time until the Laredo session is closed, regardless of whether user elects to continue, cancel or disable this automatic disconnect notice.**

**3. Laredo Plan.** The Subscriber may change their plan; however, **changes to their plan must be made in writing no later than the 5<sup>th</sup> day of the month. The changes shall take effect the following month.**

- a. User shall provide the Recorder with a list of all employees who will receive Laredo access. User shall notify the Recorder immediately of any loss, theft, or unauthorized use Laredo access. Passwords may be changed and

coordinated through the Recorder. User is responsible for all charges incurred by their assigned Laredo logins and passwords. **Remember only one user login per agreement plan.**

4. **Disclaimer of Warranties.** Subscriber agrees that all data and/or images of recorded documents purchased under this Agreement downloaded are provided “as is”, without warranty of any kind, express or implied.
5. **Use of the Purchase Document Images.** Notwithstanding any other provision of this Agreement, Subscriber’s use and possession of recorded images shall at all times be in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority.
6. **Liability.** The subscriber shall indemnify and hold harmless the Government and its officers, agents, officials, and employees from and against any and all claims, actions, causes of action, judgment, liability, costs and expenses, including attorney’s fees, arising out of any negligent act of omission by Subscriber or any of its officers, agents, employees or subcontractors during the term of this Agreement.
7. **Assignment.** This Agreement shall not be assigned, transferred or otherwise disposed of by the Subscriber except with the written consent of the Government being first obtained. Consent to assign, sublet or otherwise disposed of any portion of this agreement shall not be construed to relieve Subscriber of any responsibility for the fulfillment of this Agreement.
8. **Termination.** The Agreement is revocable at the will of the Government, and may be terminated by the Government up ten (10) days prior written notification to the Subscriber of the intent to terminate. The Agreement may be terminated by the Subscriber upon thirty (30) days prior written notice to the Government.
9. **Amendment.** This agreement shall be amended only by written instrument signed by both the Government and the Subscriber.
10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.
11. **Counterparts.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

**12. Notices.** Any notice required may be executed in one or more counterparts, each of which shall be considered an original, and all of which may be considered one and the same instrument.

**13. Non-Discrimination.** Subscriber shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

**14. Entire Agreement.** This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the transaction and cannot be changed except by the written consent of the parties hereto.

**15. Subcontractors or Assignments.** The Subscriber agrees to refrain from selling copies of the database or images to third parties. The licensor grants to the Subscriber the non-transferable limited and revocable right to electronically obtain digital images of recorded documents. Subscriber agrees that is shall not sell, distribute, reproduce, market, or in any way re-use such program information as independent information without the express written consent of the Jefferson County Recorder. Subscriber shall not acquire any ownership rights to acquire information. Failure to abide by these provisions will be considered a material breach of this agreement and the Subscriber Agreement and electronic services will be terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**Jefferson County Clerk & Recorder**

(Government)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Connie Simmons

Company Name \_\_\_\_\_

(Subscriber)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Connie Simmons*

JEFFERSON COUNTY CLERK & RECORDER  
 100 SOUTH 10TH STREET, ROOM 105  
 MT.VERSON, ILLINOIS 52864  
 618-244-8020

Plan Selection	Per Minute	Monthly Subscriber Fee	Min. Overage Fee	Copy Fee's
1	0-250 minutes	\$75.00/month	.20 per min.	.25 per page
2	251- 500 minutes	\$125.00/month	.15 per min.	.25 per page
3	501- 1000 minutes	\$195.00/month	.12 per min.	.25 per page
4	1001-2000 minutes	\$295.00/month	.10 per min.	.25 per page
5	Unlimited minutes	\$400.00/month	N/A	.25 per page
6	In Office Copy Only	N/A	N/A	\$1.00 per page

**User Name/Password Assignment**

**Please remember only one user login per agreement plan.**

**\*\*There are no character restrictions on user Names & Password nor are they case sensitive.**

Plan Selection	Employee Name	User Name	Password

Signature \_\_\_\_\_ (“Subscriber”)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_