

Mason County Clerk  
Summer Brown  
100 N. Broadway, PO Box 77  
Havana, IL 62644  
309/543-6661  
countyclerk@masoncountyil.gov

## Laredo Copy Account & Remote Search Subscription Agreement

Regarding Sale of On-Line Access & Copies of Real Estate Records

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between the Mason County Recorder's Office, Illinois ("Government") and \_\_\_\_\_ ("Subscriber").

Subscriber Contact Name: \_\_\_\_\_

Subscriber Company Name/Title: \_\_\_\_\_

Subscriber Phone Number: \_\_\_\_\_

Subscriber Address: \_\_\_\_\_

Subscriber Email: \_\_\_\_\_

### SERVICES

1. Mason County agrees to provide Subscriber on-line access to documents that have been recorded in the Mason County Clerk & Recorder's Office. The index is not construed to be true and complete. It is a working index designed to be modified and corrected when necessary.
2. Subscriber shall select one of the following User Plans (Initial One Plan)

Quantity Of Plans	Plan Selection	Per Minute	Subscriber Fee and Minimum Monthly Balance	Minimum Overage Fee	Copy Fees
	Plan A	0 - 250 minutes	\$50.00/month	\$0.20/minute	\$0.25
	Plan B	251 - 1000 minutes	\$100.00/month	\$0.15/minute	\$0.25
	Plan C	001 - 3000 minutes	\$200.00/month	\$0.12/minute	\$0.25
	Plan D	Unlimited minutes	\$250.00/month	N/A	\$0.25

3. Grant of Agreement: Mason County Recorder 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 material breach of this Agreement. No transfer of any ownership interest to the Subscriber is intended by this Agreement.

4. Subscriber will access the online subscription service through the website of Fidlar Technologies, Inc. ([www.fidlar.com](http://www.fidlar.com)). Laredo software must be downloaded in order to use the service. Mason County Recorder does not assume any responsibility for the operation of Fidlar's website or of the Laredo software. Subscriber acknowledges and agrees there may be times during which the Subscriber may not be able to access the records online due to circumstances both within and outside Mason County Recorder's control and times during which the Subscriber's access may be interrupted. No refunds will be made on account of any time the online system is unavailable. Customers will receive notice if any scheduled computer upgrades or outages may affect customer's access.

5. Payment: Subject to the terms of the Agreement, failure to pay charges in a timely fashion may result in discontinuance of service at the discretion of Mason County Recorder. Should this Agreement be terminated prior to its expiration, the Subscriber's liability for payment shall be due immediately upon notice to Mason County Recorder. Statements are sent the first of each month and are due by the 15<sup>th</sup>. 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. NOTE: Returned Check Charge: The County shall charge twenty-five dollars (\$25.00) to the maker of any check which is refused or dishonored by the drawee's credit institution.

6. 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.

7. Disclaimer of Warranties: Subscriber agrees that all data and/or images of recorded documents purchased under the Agreement downloaded are provided "as is," without warranty of any kind, express or implied.

8. Use of the Purchase Document Images: Notwithstanding any other provision of this Agreement, Licensee's use and possession of recorded images shall at all times be in compliance with all applicable law, ordinances, regulations and orders of any governmental authority.

9. Liability: The Subscriber shall indemnify and hold harmless Mason County 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.

10. Termination: The Agreement is revocable at the will of the of the Mason County Recorder, and may be terminated by Mason County Recorder up to ten (10) days prior with written notification to the Subscriber of the intent to terminate. The Agreement may be terminated by the Subscriber by the Subscriber submitting thirty (30) days prior written notice to the Government.

11. Amendment: This Agreement shall be amended only be written instrument signed by both the Subscriber and Mason County Recorder.

12. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

13. 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 on and the same instrument.

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

15. 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.

16. Subcontractors or Assignments: The Subscriber agrees to refrain from selling copies of the database or images to third parties. Mason County Recorder grants to the Subscriber the non-transferable limited and revocable right to electronically obtain digital images of recorded documents. Subscriber agrees that it 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 Mason 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.

Mason County Recorder

Subscriber:

Signature(s): \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Company Name/Title: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

## Laredo Remote Access User Name/Password Assignment

Plan Selection	Employee Name	User Name	Password

User Names and Passwords are not case-sensitive. Only one User Login per agreement plan. The Mason County Recorder agrees to promptly remove the passwords of persons who are no longer authorized users and assign new passwords to staff as provided by the Subscriber in writing.

**Please return completed subscription agreements to:**

Mason County Recorder PO Box 77 Havana, IL 62644 or email to: [recorder@masoncountyil.gov](mailto:recorder@masoncountyil.gov)

