JENNIFER L. METCALF
FRANKLIN COUNTY RECORDER OF DEEDS
400 E. LOCUST, ROOM 102
UNION, MISSOURI 63084

FRANKLIN COUNTY RECORDER ON-LINE ACCESS/LAREDO AGREEMENT

THIS AGREEMENT IS NOT A BULK DATA & IMAGING CONTRACT.

THIS AGREEMENT, by and between the County of Franklin, Missouri, by and through the Franklin 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 therein, the Recorder and Subscriber hereby agrees as follows:

Scope of Services
County's Responsibilities:

- Recorder agrees to provide Subscriber access to certain public information contained within computer files of Franklin County as indicated below:
- Real Estate Grantor/Grantee Indexes – January 1, 1963 to date through the Laredo software program.
- Real Estate Tract Index – January 1, 1963 to date through the Laredo software program.
- Real Estate Document Images – January 1, 1963 to date through the Laredo software program.

- The obligation to provide such access is subject at all times to the obligation of Recorder to fulfill her statutory duties. Recorder obligations and Subscribers rights under the agreement are secondary to the statutory duties of the Recorder.

- Service will be provided to Subscriber on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Recorder or by the County Information Systems at its sole discretion.

User Responsibilities:

- One month payment in full is due before access is allowed. Checks will be made payable to the Franklin County Recorder, and sent to: 400 E. Locust, Rm. 102, Union, Missouri 63084. Advanced payments required.

- 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.

- Subscriber shall not in any way enhance, or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.

- Subscriber warrants and agrees that Subscriber shall not data scrape/web scrape/data harvest/web harvest or data mine or anything similar to any system used, maintained, or owned by Recorder. A "data scrape/web scrape/data harvest/web harvest or data mining" occurs when a computer program has extracted data from a human-readable output coming from another program. A breach of this section shall result in a revocation of this license. Furthermore, Subscriber agrees that it will not be issued access to Recorder's information for a minimum of one (1) year if this section is violated.

- Subscriber agrees that any data scrape/web scrape/data harvest/web harvest or data mining may be viewed as theft and may be punishable under Missouri law or any other applicable law.

- Subscriber 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 User shall not acquire any proprietary rights to such computer program information.

- Both Recorder and Subscriber agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this limitation. Therefore, Recorder and Subscriber agree that, in the event the Subscriber has breached this limitation, Subscriber shall pay to Recorder five thousand dollars ($5,000) in liquidated damages for each breach. For purposes of this agreement, a breach shall be defined as the sale, distribution, reproduction, marketing, or re-use of any single document. Each document sold, distributed, or reproduced constitutes a separate breach. Recorder and Subscriber further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by Recorder due to any such breach. Subscriber also agrees that nothing in this section is intended to limit the Recorder's right to obtain injunctive and other relief as may be appropriate.

Consideration and Terms of Payment

In consideration for Recorder providing User with direct access to Laredo as indicated within this agreement, Subscriber shall pay to Recorder as follows:

Per-Minute Plan Charges		County Charge to Subscriber	Overage charge**
Plan A	1-250 minutes	$75.00/month	$.25 per minute
Plan B	251-500 minutes	$125.00/month	$.23 per minute
Plan C	501-1000 minutes	$195.00/month	$.18 per minute
Plan D	1001-2000 minutes	$295.00/month	$.15 per minute
Plan E	Unlimited	$400.00/month	

Printing fees = $.50 per page

**Overage charge – Per minute charge for each minute over the plan that was originally signed up for.

- Monthly fees are not prorated.
- Only one person can use the password at one time. If additional passwords are needed, additional fees will be imposed.
- Upon receipt of initial payment, Subscriber will be given a password.
- The Subscriber will determine which level of the plan will fit their needs. A Subscriber can move up a level at any time but can only move down at the beginning of a new calendar quarter (i.e. January 1, April 1, July 1, or October 1).

Effective Date of Agreement

This agreement shall be effective upon the signature date of both parties.

Terms of Agreement
The term of this agreement shall commence as of the first day of _____, 20_____(year).

If during the term of this agreement, the Franklin County Board of Commissioners fails to appropriate sufficient funds to carry out Recorder 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 the Recorder from time to time with written notice to the Subscriber. If Subscriber chooses not to renew under the new contract, Subscriber previous contract will be terminated without further notice.

Limitation
The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification.

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 purposes, or that use of the program or information will be without defect. (No consultations or advice is provided with records accessed.)

Recorder does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection or in association with either or both of the foregoing. Recorder shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, de-installation, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

Consequential, Incidental, Special or Indirect Damages
In no event will Recorder 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.

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.

Data Practices
Recorder provides data to Subscriber for the public benefit as defined in Missouri Statute.

Subcontractors or 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 User 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.

Termination
Termination With Cause

- This Agreement may be terminated by the 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 data scrape/web scrape/data harvest/web harvest or data mine. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination. The 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.

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.

Controlling Law
This Agreement is to be governed by the laws of the State of Missouri.

Successors and Assigns
Recorder and Subscriber, respectively, bind themselves, their partners, successors, assigns, and legal representatives 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.

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

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.

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.

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SUBSCRIBER Signature: _____ Date_____
(print name under signature for clarity)

RECORDER Signature: _____ Date_____
JENNIFER L. METCALF, FRANKLIN COUNTY RECORDER OF DEEDS

By_____, DEPUTY

Per-Minute Plan Charges		County Charge to Subscriber	Overage charge**
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Step 1 - Choose Plan: A _____ B_____ C_____ D _____ E _____

Step 2 - Subscriber Information

Name _____

Title _____

Company Name _____

Billing Address _____

City, State, Zip Code _____

Phone (_____)_____

Email _____

Step 3 - Create a Username and Password

Username _____

Password _____

Step 4
Log onto www.fidlar.com, click on "Laredo" link to download.

Step 5
Contact Franklin County Recorder of Deeds (636-583-6367) and reference that you are a new, Laredo subscriber. We will confirm that your username and password are ready for use.

Step 6
Complete the attached agreement and return, along with payment, to the referenced address.