

White County Recorder
P.O. Box 127
Monticello, IN 47960 (574) 583-5912

LAREDO AGREEMENT
Regarding Use of Online Access to Real Estate Records

This Agreement made and entered into this _____ day of _____, in the year _____,
by and between the White County Recorder and _____ (“Customer”).

TERMS AND CONDITIONS

1. The White County Recorder agrees to furnish online access to real estate records in its office. Documents are recorded on the date presented or the next working day, but documents sent in the mail may take several days to reach our office.
2. Recorder’s document dates:
Our records are all scanned and indexed and go back to 1834.
3. The index is not construed to be true and complete; rather it is a **working index** subject to error, omission, and future modification.
4. Customer agrees to pay all applicable rates, fees, and charges as detailed on the “Subscriber Information” page attached hereto. Said rates, fees and charges are subject to change. Any such changes will become effective at the beginning of the next monthly renewal period.
5. Payment by Customer of amounts owed is due twenty (20) days from the date of the invoice. Payments not received by that date will result in access being suspended until payment is received in full. Invoices will be provided via Laredo Connect (<https://fidlar.com/LaredoConnect.aspx>) a website for which the Customer will be required to create an account at no additional charge. Laredo Connect accounts must be created before the end of the month in which this agreement is signed. Failure to do so may result in Laredo access being suspended until the Customer complies.
6. In no event shall the Recorder be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of profits, loss of time, or additional expense, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Customer specifically understands and recognizes that the system by which these services are offered is developmental and may experience problems of various kinds resulting in an inability to provide such services.
7. Customer agrees that the Recorder, White County, and their employees will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against the 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 Recorder, White County, and their employees harmless from claims of third parties arising out of Customer’s use of the services or materials provided pursuant to this Agreement.
8. The Customer agrees to not data scrape/web scrape/data harvest/web harvest/data mine or extract anything from any system used, maintained, or owned by the Recorder. A “data scrape/web scrape/data harvest/web harvest/data mine” occurs when a computer program has extracted data from human-readable out-put coming from another program. A breach of this paragraph shall result in revocation of this Agreement.

9. Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon. Customer agrees not to sell copies of the documents or images received under this Agreement.
10. When the Laredo program is operating, after 2 minutes of no activity, the user will receive an automatic disconnect notice. Regardless of whether the user elects to continue, cancel or disable this automatic disconnect notice, the Customer agrees to pay the normal fees for all online time until the Laredo session is closed.
11. This Agreement requires a minimum three-month commitment. Either party may cancel this Agreement at any time for any reason. The Customer shall provide written notice to the Recorder when they want to cancel or change the Agreement. Customer may change user plans within the first 5 days of any given month. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this Agreement shall be automatically renewed upon like terms for successive calendar month periods.
12. Each time the Customer selects "print" in Laredo, the Customer shall be charged the "Print Fee" identified on "Subscriber Information", which may be changed from time to time.
13. Recorder reserves the right to withdraw any service without consulting Customer prior to withdrawing such service and shall have no liability whatsoever to the Customer in connection with deletion or interruption of any such service.
14. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendments signed by the parties.
15. This Agreement is governed by Indiana law without resort to conflict of law principals. Jurisdiction of any dispute shall be exclusively in the courts of White County, Indiana.

CUSTOMER AGREES TO THE TERMS OUTLINED ABOVE

Signed _____ Date _____
Customer

Printed _____
Customer

Signed _____ Date _____
White County Recorder

Printed _____
White County Recorder

(To subscribe to Laredo, please fill out the form on the next page.)

Laredo Subscriber Information
White County, IN

Name _____

Title _____

Name of Company _____

Street Address _____

City, State, Zip Code _____

Phone _____

Email Address _____

Billing Address _____

White County Laredo Price:

- | | |
|------------------------------|---|
| A. 0-250 Minutes: | \$60.00/Month (\$0.20/Min. Overage) |
| B. 251-1000 Minutes: | \$120.00/Month (\$0.15/Min. Overage) |
| C. 1001-3000 Minutes: | \$240.00/Month (\$0.12/Min. Overage) |
| D. Unlimited: | \$300.00/Month |

- “Print Fees” are \$1.00/Page

Plan (Circle One): A B C D

USER NAME: _____