

TIPPECANOE COUNTY RECORDER ONLINE ACCESS LAREDO SUBSCRIPTION AGREEMENT

This Tippecanoe County Recorder On-Line Access Laredo Subscription Agreement is made and entered into this ____ day of _____, 20____, by and between Tippecanoe County Recorder and _____
("Subscriber")

In consideration of the mutual promises contained in this Agreement, the parties agree as follows.

SERVICES

1. Tippecanoe County Recorder agrees to provide to Subscriber on-line access to documents that have been recorded in the Tippecanoe County Recorder's Office ("records").
2. Images are available from 1826 to present. (Earliest indexed date: 11/15/1928)
3. Subscriber will access the online subscription service through the website of the Fidlar Companies, Inc. (www.fidlar.com). Laredo software must be downloaded in order to use the service. The Tippecanoe 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 the Tippecanoe County Recorder's control and time during which the Subscriber's access may be interrupted. No refunds will be made on account of any time the online system is unavailable.
4. Subscriber will obtain a username and portal instructions from the Tippecanoe County Recorder.

FEES & PAYMENT

5. Subscribers shall select one of the following User Plans:
Plan A: 0 - 250 minutes - \$100.00/month plus \$.30 per each additional minute
Plan B: 251 - 1,000 minutes - \$150.00/month plus \$.30 per each additional minute
Plan C: 1,001 - 3,000 minutes - \$250.00/month plus \$.30 per each additional minute
Plan D: Unlimited minutes - \$350.00/month

Subscriber agrees to pay the subscription fee amount based on the plan chosen on a quarterly basis. This subscription entitles Subscriber to access and view the recorded records and the capability to print search results for an additional \$1.00 per page fee. The Tippecanoe County Recorder reserves the right to increase the above fee structure with 30 days written notice to Subscriber at the address contained in this Agreement. Failure to pay the quarterly subscription fee by the last day of the previous quarter may result in termination of this Agreement and denial of all subsequent on-line access to the records.

DISCLAIMER OF WARRANTIES

6. The records accessible through the subscription service may not be true, complete, and accurate. They are a working copy of the records and are subject to error and omission and to future changes and updating. The Subscriber acknowledges and agrees that this service is for informational purposes only. The Tippecanoe County Recorder expressly disclaims any express or implied warranties regarding the records, information, products, or services provided under this Agreement. Neither the Tippecanoe County Recorder nor the Tippecanoe County Recorder's officers, employees, or agents shall be liable for any damages or losses that result from the Subscriber's use of or inability to access any part of the records or from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance. The Subscriber assumes the sole responsibility for all use of the records obtained under this Agreement and agrees to indemnify and hold the Tippecanoe County Recorder harmless from any liability or claim of any nature arising out of or resulting from such use.

SUBSCRIBER'S RESPONSIBILITIES AND CERTIFICATION

7. Subscriber agrees that its use of the records and the records obtained under this Agreement will be solely for purposes authorized by law and that such records will not be released, copied, sold or distributed.

8. Subscriber shall take all necessary and appropriate security measures to ensure that Subscriber's username and password are not disclosed to other persons or entities. Subscriber shall not share, loan, assign, transfer, or release its username or password to any other person or entity.

9. Subscriber makes the following certification pursuant to IC 36-2-7-10.1. Subscriber does not intend to, and will not sell, give, or otherwise make available to any person any of the recorded documents accessible through Laredo.

10. Subscriber has read IC 36-2-7-10.1 regarding the prohibition against the use of the records obtained under this Agreement for direct or indirect solicitation and agrees to comply with all applicable laws regarding the use of such records.

11. **Subscriber is solely responsible for its use of the online service offered under this Agreement.** Subscriber agrees that it will not use such service or the records obtained under this Agreement for any illegal purpose, in infringement of copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.

12. The conditions contained in this Agreement and the prohibitions on use of the records shall not expire upon revocation or termination of this Agreement, and the certification made pursuant to this section shall remain in effect and shall apply to Subscriber and its use of the records and information from the records after any termination of this Agreement.

13. The Tippecanoe County Recorder will revoke this Agreement and Subscriber's right to access the records without notice if it believes that Subscriber is violating the terms of IC 36-2-7-10.1. In such event no refund of any part of the subscription fee will be made.

TERMINATION

14. This Agreement shall continue from month to month until terminated by either party. **Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party.**

15. This Agreement shall automatically terminate if Subscriber does not make the payment due under this Agreement before the beginning of any quarter.

16. The Tippecanoe County Recorder may immediately terminate Subscriber's right to access the records without notice if the Subscriber violates any of the terms of this Agreement. In such event no refund of any part of the subscription fee will be made.

MISCELLANEOUS

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

18. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions.

19. The person signing this Agreement is duly authorized by the Subscriber to execute the Agreement on behalf of the Subscriber and to bind the Subscriber.

20. This Agreement may be modified or amended only in writing executed by both parties.

21. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

22. The Subscriber shall not sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the Tippecanoe County Recorder.

SUBSCRIBER

Plan Selection: Customer selects Plan _____ (choose A, B, C or D). Number of password/users needed _____

Username _____

Email Address _____

Signature of Authorized Person _____

Printed Name of Authorized Person _____

Title of Authorized Person _____

Name of Company _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

TIPPECANOE COUNTY RECORDER, LAFAYETTE, INDIANA 47901

Kristy Martin, Tippecanoe County Recorder

COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA 47901

Thomas P. Murtaugh, President

David S. Byers, Vice President

Tracy A. Brown, Member

Attest:

Jennifer Weston, County Auditor

Instructions:

1. Read, complete and sign the Online Access Laredo Subscription Agreement and return to Tippecanoe County Recorder, 20 N 3rd St., Lafayette, IN 47901
2. Submit payments through the online portal at: connect.laredoanywhere.com