

## ORANGE COUNT RECORDER ONLINE ACCESS LAREDO SUBSCRIPTION AGREEMENT

This Orange County Recorder On-Line Access Laredo Subscription Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Orange County Recorder and \_\_\_\_\_. ("Subscriber")

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

### SERVICES

1. Orange County Recorder agrees to provide to Subscriber on-line access to documents that have been recorded in the Orange County Recorder's Office ("records").
2. Images are available September, 2004 to current. Update documents as they are back indexed prior to these dates.
3. Subscriber will access the online subscription service through the website of Fidlar Companies, Inc. (www.fidlar.com). Laredo software must be download in order to use the service. The Orange County Recorder does not assume any responsibility for the operation of Fidlar's website or of the Laredo software. Subscriber acknowledges and agree 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 Orange 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 submit a user name and password to the Orange County Recorder.

### FEES & PAYMENT

5. Subscribers shall select one of the following User Plans:
  - Plan A: 0 - 250 minutes - \$50.00/month plus \$.20/minute overage
  - Plan B: 251-1,000 minutes - \$100.00/month plus \$.15/minute overage
  - Plan C: 1,001-3,000 minutes - \$200.00/month plus \$.12/minute overage
  - Plan D: Unlimited minutes - \$250.00/month

Subscriber agrees to pay the subscription fee amount based on the plan chosen on a monthly basis. This subscription entitles Subscriber to access and view the recorded records and the capability print search results for an additional \$1.00 per page fee. The Orange 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 monthly subscription fee by the last day of the previous month may result in termination of this Agreement and denial of all subsequent on-line access to the records.

Subscribers shall pay all monthly statements, with payments due by the 10th of the month following each billing cycle. If payment is not received when due by Recorders service will be terminated to subscriber. Checks should be made payable to the Orange County Recorder and sent to: 205 E. Main St, Suite #8, Paoli, IN 47454

## DISCALIMER OF WARRANTIES

6. The records accessible through the subscription service may not be true, complete, and accurate. They are 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 purpose only. The Orange County Recorder expressly disclaims any express or implied warranties regarding the records, information, products, or services, provided under this Agreement. Neither the Orange County Recorder nor the Orange 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 Orange 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 purpose authorized by law and that such records will be released, copied, sold or distributed.
8. Subscriber shall take all necessary and appropriate security measures to ensure that Subscriber's user name and password are not disclosed to other persons or entities. Subscriber shall not share, loan, assign, transfer, or lease its user name 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 agree 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 and information from the records after any termination of this Agreement.

13. The Orange 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 on any part of the subscription fee will be made.

## TERMINATION

- 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.
- This Agreement shall automatically terminate if Subscriber does not make the payment due under this Agreement before the tenth or every month.
- The Orange 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

- This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
- 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.
- The person signing this Agreement is duly authorized by the Subscriber to execute the Agreement of behalf of the Subscriber and to bind the Subscriber.
- This Agreement may be modified or amended only in writing executed by both parties.
- This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties and with respect to the subject matter of this Agreement.
- 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 Orange County Recorder.

**Sandy Hill**  
**Orange County Recorder's Office**  
**Laredo User Account Information**

(Please Note: All Fields must be completed before an account can be activated. Information will be used ONLY to contact you about your Laredo account.)

Plan Selection: Customer's selects Plan \_\_\_\_\_ (Choose A, B, C or D)

User Name: \_\_\_\_\_

Account Password: \_\_\_\_\_

Responsible Party Contract Name: \_\_\_\_\_

Other authorized users: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Account Holder's Telephone #: \_\_\_\_\_

Account Holder's Fax Number: \_\_\_\_\_

Account Holder's E-mail Address: \_\_\_\_\_

Public Print Fees are due monthly and payable within 10 days of date appearing on invoice. If outstanding printing fees remain after 30 days, printing rights will be removed.

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

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