

**FIDLAR SOFTWARE LAREDO END USER AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE FIDLAR COMPANIES, INC., (FIDLAR) and \_\_\_\_\_, (the "CLIENT") using Laredo userid(s) \_\_\_\_\_ in the County of \_\_\_\_\_.

**TERMS OF AGREEMENT**

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.

CLIENT agrees that this license does not provide for, nor guarantee, access to any county's information. Access must be granted to the CLIENT by the desired county authority.

FIDLAR hereby grants CLIENT the rights to a nonexclusive, perpetual, and nontransferable license for the possession and use of FIDLAR's Laredo Software. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.

CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.

**The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties which extend beyond the description on the face hereof.**

The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement.

CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is termination of this agreement. CLIENT will not be entitled to any direct, incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.

LAREDO END USER

THE FIDLAR COMPANIES, INC.

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

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

By: \_\_\_\_\_

By: Fidlar Software

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

Name: Ernest W. Riggen

Title: \_\_\_\_\_

Title: Vice President

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

Address: PO Box 6248

\_\_\_\_\_

Rock Island, IL 61204



## Kankakee County Recorder Laredo Access Agreement

WHEREAS, the Kankakee County Recorder ("Recorder") has installed a computerized system known as LAREDO ("the system") that permits automated entry and indexing, alphabetically by document, of instruments filed in her office that provides for both quick search and retrieval of such entries as provided in 55 ILCS 5/3-5025 and

WHEREAS, \_\_\_\_\_ the ("subscriber/ searcher") is entitled to access for inspection and examination of all information maintained in such files in the Office of the Recorder during the normal office hours (8:30AM to 4:30PM) – Monday through Friday.

WHEREAS, the Subscriber/Searcher desires to obtain access to the system via the internet to avoid the need for repeated visits to the Recorder's Office to search the records; and

WHEREAS, the Recorder has determined that it is in the best interest of Kankakee County to provide and allow the Subscriber/Searcher access to the System;

NOW, THEREFORE, in consideration of the foregoing premises and the other condition set forth herein, it is hereby agreed by and between the Recorder and the Subscriber/Searcher that the following terms and conditions shall control the Agreed access to the System:

### **TERMS AND CONDITIONS OF AGREEMENT**

It is the intent of both parties (Recorder and Subscriber/Searcher) that this Agreement will become effective on the date of execution and remain in force until terminated pursuant to Paragraph 7 of this Agreement.

SERVICES – The Recorder will provide the Subscriber/Searcher with a service called **LAREDO** in order that the Subscriber/Searcher may access the following information stored in the computerized system;

- \*\* GRANTOR / GRANTEE INDICES
- \*\* DOCUMENT TYPE / PARTY INFORMATION
- \*\* PROPERTY INFORMATION
- \*\* OTHER DATA ENTRY INFORMATION

### **Obligations of Subscriber/Searcher**

The Subscriber/Searcher hereby agrees that the user identifiers, passwords, and computer programs supplied by the Recorder hereunder are for the sole internal use of the Subscriber/Searcher and will not be provided to other parties without the written consent of the Recorder.

The Subscriber/Searcher recognizes and hereby acknowledges that the user identifiers, password, and computer programs supplied by the Recorder to the Subscriber/Searcher are the confidential property of the Recorder subject to the proprietary rights of the Recorder, and agrees to hold such user identifier, passwords, and computer programs, in the strictest confidence.

The Subscriber/Searcher further agrees to exercise at all times the same care with respect to the materials and information provided hereunder by the Recorder as the Subscriber/Searcher would exercise in the protection of the Subscriber's/Searcher's own confidential information or property and to not release or disclose it to any other party except with the written consent of the Recorder. Subscriber/Searcher is expressly prohibited from reproducing, publishing on-line, selling, reselling or otherwise disseminating data or information accessed pursuant to this agreement except with the written consent of the Recorder.

The Subscriber/Searcher hereby agrees it will comply with the license terms of any computer programs supplied under this Agreement and that it will not alter or modify any computer programs without the express written permission of the Recorder.

The Subscriber/Searcher recognizes and hereby acknowledges that the Recorder has no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

### **Information Accessed**

The Subscriber/Searcher agrees to provide information on the frequency of use and knowledge gained and to cooperate with the Recorder exploring the impact of this service.

The Subscriber/Searcher recognizes and hereby acknowledges that the information disseminated pursuant to this agreement is proprietary and confidential information belonging to and owned by the Recorder and that access to information may be limited in accordance with the laws of the State of Illinois.

The Subscriber/Searcher agrees that the information accessed is for the use of the Subscriber/Searcher in the ordinary course of its business. It is not intended or permitted to be used for commercial resale.

The Subscriber/Searcher is responsible for ensuring that access and use of the data by its employees is conducted in a proper and legal manner, within the scope of their employment, that access is available only to authorized employees having need for such information and that the data is held in strictest confidence. Subscriber/Searcher shall advise all of its authorized employees of the Subscriber's/Searcher's obligation under this Agreement.

### **Costs**

Subscriber/Searcher agrees to pay a monthly fee to the Recorder in an amount specified below for a password and access as described herein. The Recorder will bill the Subscriber/Searcher for the following month, to be paid by the 15<sup>th</sup> of every month. Fees shall be in the following amounts: (Check one box)

- |                          |                    |               |                               |
|--------------------------|--------------------|---------------|-------------------------------|
| <input type="checkbox"/> | 0 - 250 minutes    | \$75 / month  | .25 per minute overage charge |
| <input type="checkbox"/> | 251 - 500 minutes  | \$125 / month | .23 per minute overage charge |
| <input type="checkbox"/> | 501 - 1000 minutes | \$195 / month | .18 per minute overage charge |
| <input type="checkbox"/> | 1001-2000 minutes  | \$295 / month | .15 per minute overage charge |
| <input type="checkbox"/> | Unlimited          | \$400 / month |                               |

Checks should be made payable to the Kankakee County Recorder. If the access account becomes delinquent, the password will be removed and access denied.

### **Limitations of Liability**

The Recorder shall not be liable for any demand or claim, regardless of form of action, for any damages resulting from use by the Subscriber/Searcher of the computer programs or other materials provided under this Agreement, whether or not those damages arise in whole or in part from fault or negligence of the Recorder.

The Recorder shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the Subscriber/Searcher's responsibility to verify information or data obtained through Laredo access link and that information stored in the system may be inaccurate and unreliable and is accessed at Subscriber/Searcher's own risk.

The Recorder shall not be liable for any demand or claim, regardless of form of action for any damages based upon alteration or modification made by the Subscriber/Searcher of any computer programs or other materials supplied hereunder unless the Recorder made, directed, or required such modifications or alterations.

The Recorder shall not be liable to any Subscriber/Searcher for any demand or claim, regardless of form, for any damages arising from failing to make data available within any given time frame.

### **Assignment**

Subscriber/Searcher may not assign this Agreement, without the express written consent of the Recorder.

### **Indemnification**

Subscriber/Searcher covenants and agrees to indemnify, defend and save harmless the Recorder and its officials, employees, agents and representative and their respective heirs, successors, and assigns from and against any and all costs, expenses, attorney's fees, losses, damages, and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to Subscriber/Searcher's use of the information obtained or pursuant to the Access Agreement.

### **Warranties**

The Recorder provides no warranties, express or implied, for any computer programs and associated materials provided hereunder.

The Recorder provides no warranties, express or implied, that the information or data is access is accurate, correct, or complete.

The Recorder provides no warranties of any kind or nature express or implied in connection with this service.

**Termination**

This agreement may be terminated without cause by either party upon written notice to the other party fourteen (14) days prior to the monthly payment due date. In the event of such termination, the Subscriber/Searcher, shall within three (3) business days return to the Recorder all user identifiers, passwords, and computer programs and associated materials, if any, provided under this Agreement by the Recorder to the Subscriber/Searcher and shall destroy any and all backup copies and materials made by the Subscriber/Searcher.

**Survival**

The provisions of paragraph 3,5,6 and 9 of this Agreement shall survive the termination of this Agreement.

**Severability**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the term, condition, or application; to this end, the term and condition of this Agreement are declared severable. If any provisions of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

**Waiver**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties herein.

**Entire Agreement**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

**IN WITNESS WHEREOF**, the Recorder and the Subscriber/Searcher have signed this Agreement.

**Kankakee County Recorder**

**Subscriber/Searcher**

\_\_\_\_\_  
**Lori Gadbois**

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

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

# Kankakee County Recorder of Deeds

## User Information for Laredo Usage

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

Password \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact \_\_\_\_\_

E-mail \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_