

Myka Bono Sample

SALINE COUNTY CIRCUIT CLERK

AND EX-OFFICIO RECORDER
200 NORTH MAIN STREET, ROOM 113
BENTON, ARKANSAS 72015
501-303-5615 • Fax 501-303-1592

Account Number _____

Laredo Agreement ON-LINE ACCESS SUBSCRIPTION AGREEMENT

This Recorder’s Office On-Line Access Subscription Agreement is made and entered into this _____ day of _____, 20____ by and between Saline County, Arkansas, (Government) and _____ (Subscriber).

Subscriber Contact Name: _____
Subscriber Phone Number: _____
Subscriber Address: _____
Subscriber E-Mail _____

Whereas, Government and Subscriber desire to enter into this Agreement whereby Government grants Subscriber a limited, non-exclusive, and revocable right to obtain digital images of recorded documents from Saline County, Arkansas.

Whereas, Government and Subscriber desire that the Agreement shall be for a period of one (1) year. Subscriber is advised of any change in the established rates thirty (30) days prior to a renewal.

NOW THEREFORE, in consideration of the mutual promises contained herein, Government and Subscriber agree as follows:

Definitions under the Terms of the Agreement include:

“Government” – Saline County Recorder’s Office

“Subscriber” – An individual, company or corporation who has entered into an agreement with Saline County Recorder’s Office.

“Technology Provider” – Fidlar Technologies, LLC

- 1. Grant of Agreement:** The Government hereby grants to the Subscriber the non-exclusive, non-transferable, limited and revocable right to electronically obtain digital images of recorded documents. All obtained images shall be used solely in the regular course of the Subscriber’s business. Subscriber is specifically prohibited from disseminating any data or information obtained, except as specifically authorized under this paragraph. The limited license granted hereunto shall include the right to quote insubstantial portions of the records in memoranda and records from the downloaded images for insured of Subscriber, provided however, that such photocopies shall not be

created or provided in bulk to other third parties, nor shall records be transferred or copied in bulk in another medium (e.g. microfilm, microfiche, etc.) Notwithstanding any other term or provision of this Agreement, any resale of recorded documents in bulk form by Subscriber shall be deemed a violation of the law and a material breach of this Agreement. No transfer of any ownership interest to the Subscriber is intended by this Agreement.

2. **Payment.** Subject to the terms of this Agreement, failure to pay charges in a timely fashion may result in discontinuance of service at the discretion of Government. Should this Agreement be terminated prior to its expiration, Subscriber's liability for payment shall be due immediately upon notice to Government. Statements are sent the first of each month and are due by the 15th. After two minutes of no activity when the Laredo program is operating, the user will receive an automatic disconnect notice. By signing this Agreement, **Licensee agrees to pay the normal fees for all online time until the Laredo session is closed, regardless of whether user elects to continue, cancel or disable this automatic disconnect notice.**
3. **Laredo Plan.** The Licensee may change their plan; however, **changes to their plan must be made in writing no later than the 5th day of the month. The changes shall take effect the following month.**
4. **Disclaimer of Warranties.** Subscriber agrees that all data and/or images of recorded documents purchased under this Agreement downloaded are provided "as is", without warranty of any kind, express or implied.
5. **Use of the Purchase Document Images.** Notwithstanding any other provision of this Agreement, Subscriber's use and possession of recorded images shall at all times be in compliance with all applicable laws, ordinances, regulations and orders of any governmental authority.
6. **Liability.** The subscriber shall indemnify and hold harmless the Government and its officers, agents, officials, and employees from and against any and all claims, actions, causes of action, judgment, liability, costs and expenses, including attorney's fees, arising out of any negligent act of omission by Subscriber or any of its officers, agents, employees or subcontractors during the term of this Agreement.
7. **Assignment.** This Agreement shall not be assigned, transferred or otherwise disposed of by the Subscriber except with the written consent of the Government being first obtained. Consent to assign, sublet or otherwise disposed of any portion of this agreement shall not be construed to relieve Subscriber of any responsibility for the fulfillment of this Agreement.
8. **Termination.** The Agreement is revocable at the will of the Government, and may be terminated by the Government up ten (10) days prior written notification to the Subscriber of the intent to terminate. The Agreement may be terminated by the Subscriber upon thirty (30) days prior written notice to the Government.
9. **Amendment.** This agreement shall be amended only by written instrument signed by both the Government and the Subscriber.
10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

- 11. Counterparts.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.
- 12. Notices.** Any notice required may be executed in one or more counterparts, each of which shall be considered an original, and all of which may be considered one and the same instrument.
- 13. Non-Discrimination.** Subscriber shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States Military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- 14. Entire Agreement.** This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the transaction and cannot be changed except by the written consent of the parties hereto.
- 15. Subcontractors or Assignments.** The Licensee agrees to refrain from selling copies of the database or images to third parties. The licensor grants to the Licensee the non-transferable limited and revocable right to electronically obtain digital images of recorded documents. Licensee agrees that is shall not sell, distribute, reproduce, market, or in any way re-use such program information as independent information without the express written consent of the Saline County Recorder. Licensee shall not acquire any ownership rights to acquire information. Failure to abide by these provisions will be considered a material breach of this agreement and the Licensee Agreement and electronic services will be terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Saline County Recorder

(Government)

Signature: _____

Date: _____

Myka Bono Sample

Company Name _____

(Subscriber)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

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Plan Selection	Per Minute	Monthly Subscriber Fee	Min. Overage Fee	Copy Fee's
Plan A	0-250 minutes	\$25.00/month	0.20 per min.	.10 per page
Plan B	251- 1000 minutes	\$50.00/month	0.15 per min.	.10 per page
Plan C	1001- 3000 minutes	\$75.00/month	0.1 per min.	.10 per page
Plan D	Unlimited minutes	\$100.00/month	n/a	.10 per page
Plan E	Additional Unlimited (Same Company)	\$25.00/Month		

User Name/Password Assignment

Please remember only one user login per agreement plan.

****There are no character restrictions on user Names & Password nor are they case sensitive.**

Plan Selection	Employee Name	User Name	Password

Signature _____ (“Subscriber”)

Printed Name: _____ Date: _____