BARAGA COUNTY LAREDO AGREEMENT
Regarding Sale of On-line Access to Real Estate Records

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Baraga County Register of Deeds, whose address is 2 S. Main Street, L'Anse, Michigan 49946 (hereinafter referred to as the "Register of Deeds") and _____ whose address is _____ (hereinafter referred to as the "Purchaser").

Recitals

A. WHEREAS, the Register of Deeds maintains information which is of assistance to various entities and individuals;

B. WHEREAS, Purchaser desires to access information pertaining to real property for its own use at a price sufficient to permit Register of Deeds to recover its costs of labor and material as well as depreciation of in-house resources; and

C. WHEREAS, Purchaser understands that changes and adjustments are made in the official records from time to time which may be in process at any given time and the information received by Purchaser will be subject to such changes and adjustments.

NOW, THEREFORE, for and in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which is acknowledged by each party for itself, the parties agree as follows:

Agreement

1. TERM. The term of this Agreement shall commence on _____, 20__, and shall continue on a monthly basis. Either party may cancel this Agreement at any time upon thirty (30) calendar days advance written notice, during the original term or any renewal, for any reason or for no reason. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless canceled by either party as provided herein, this Agreement shall be automatically renewed upon like terms.

2. CONSIDERATION AND TERMS OF PAYMENT. In consideration for Register of Deeds providing Purchaser with direct access to Laredo as indicated within this Agreement, Purchaser shall pay to Register of Deeds as follows:

a. The fees for access to the Register of Deeds real estate records are based on a sliding scale model. The fee structure is outlined below. Purchaser will select which plan they wish to use.

Plan A: Subscription for 0-250 minutes, including images and tract index - $50.00 per month. Any time used over 250 minutes shall be charged at $0.20 per minute.

Plan B: Subscription for 251-1000 minutes, including images and tract index - $100.00 per month. Any time used over 1000 minutes shall be charged at $0.15 per minute.

Plan C: Subscription for 1001-3000 minutes, including images and tract index - $175.00 per month. Any time used over 3000 minutes shall be charged at $0.12 per minute.

Plan E: Subscription for Unlimited minutes, including images and tract index - $225.00 per month.

b. In addition to the monthly fees outlined in subparagraphs above, there will also be a $1.00 per page charge for any documents that are printed.

c. Register of Deeds reserves the right to change the fees outlined in the outline above. Upon any such change in fees, Purchaser will receive written notification from Register of Deeds previous to being billed the new amount. In such case, the remaining terms of this Agreement will remain in effect with the new fee structure unless properly terminated according to the terms outlined in paragraph 1 above.

d. Purchaser may switch to a different rate plan at any time, but it will not take effect until the next calendar month. Register of Deeds must receive written notification of Purchaser's intent to change plans BEFORE the 1st day of the month in order for the change to take effect.

e. A Purchaser joining during a monthly period will be billed for the prorated portion of the month to which they signed. The prorated amount will be based on calendar days, not business days. The day on which a Purchaser joins will become the first day of the prorated month.

f. Upon receipt of initial payment, Purchaser will be given a password.

3. <u>REGISTER OF DEEDS RESPONSIBILITIES</u>.

a. The Register of Deeds agrees to furnish on-line access to real estate records in its office. Images of all subdivision plats, condominium plats, and certified survey maps are available. The party name index is available as soon as the document is recorded and the tract index is posted. Documents are recorded on the date presented or the next working day, but documents sent in the mail may take several days to reach the Register of Deeds office.

b. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill his/her statutory duties. Register of Deeds obligations and Purchaser's rights under this Agreement are secondary to the statutory duties of the Register of Deeds.

c. Service will be provided to Purchaser, on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Register of Deeds or by the Baraga County Information Systems at its sole discretion.

d. Register of Deeds reserves the right to add additional databases, and to offer them to Purchaser at the sole discretion of the Register of Deeds. Purchaser access to any additional information shall be evidenced by a new writing that shall be incorporated into the Agreement and made a part hereof.

4. PURCHASER RESPONSIBILITIES.

a. Monthly statements will be billed, with payments due by the 15th of the month following each billing cycle. Purchaser shall establish an escrow account with the Register of Deeds and provide an initial payment equal to the monthly subscription fee. Purchaser will draw down in the escrow account during the month. Purchaser shall maintain a positive balance in the escrow account at all times. If timely payment is not received by the Register of Deeds, service will be terminated to Purchaser.

b. Purchaser shall provide the Register of Deeds with a list of all employees who will receive Laredo access and their email address. Purchaser shall notify the Register of Deeds immediately of any loss, theft, or unauthorized use Laredo access. Passwords may be changed and coordinated through the Register of Deeds. Purchaser is responsible for all charges incurred by their assigned Laredo logins and passwords.

c. Purchaser shall not in any way enhance, or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.

d. Purchaser shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the Register of Deeds. This Agreement shall not be construed to either authorize or prevent Purchaser from making duplicates or copies of any material received pursuant to this Agreement and any such copies or duplicates so made by Purchaser shall be at Purchaser's risk and expense and EXCLUSIVELY for Purchaser's sole use.

e. Purchaser may not wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership, or any other individual or entity of any nature whatsoever. Purchaser may, however, attach hard copies of documents received through this Agreement to title policies, abstracts, or similar single transactions, to its customers.

f. When Laredo program is operating and after two (2) minutes of no activity, the user (who has been assigned a password as per Purchaser's request) will receive an automatic disconnect notice. Regardless of whether user elects to continue, cancel or disable this automatic disconnect notice; Purchaser shall pay the normal fees for all online time until the Laredo session is closed.

5. LIMITATIONS. The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification. The Register of Deeds does not warrant the correctness or validity of the computer records. Additionally, there are no warranties, guarantees or representations as to the suitability of the information for Purchaser purposes, or that use of the program or information will be without defect. No consultations or advice is provided with records accessed. The Register of Deeds does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection or in association with either or both of the foregoing. The Register of Deeds shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, removal, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

6. INDEMNIFICATION. This Agreement shall not be construed to impose any penalty, obligation or loss on the Register of Deeds for its failure to transmit a copy of any particular document, unless through willfulness, and Purchaser shall indemnify, defend and hold harmless the Register of Deeds, Baraga County, its boards, commissions, agencies, employees and representatives against any and all

liability, loss, damages, costs or expenses which Purchaser, its officers, employees, agencies, boards, commissions and representatives, or any third parties who have relied upon such transmittals may sustain, incur or be required to pay by reason of the Register of Deeds failing to transmit a copy of any document required to be provided under this Agreement.

7. INABILITY TO ACCESS DATA. Purchaser agrees that the Register of Deeds shall not be liable for any delay or inability to access the computer data directly or indirectly, caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other causes beyond reasonable control of Purchaser and Register of Deeds.

8. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Michigan.

9. SEVERABILITY. If any, part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect.

10. NOTICES. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the postmark if sent via first class mail, postage prepaid. Electronic notices, bills, invoices and reports required by this Agreement shall also be deemed delivered as of the date of electronic mail. It shall be the duty of a party changing its address (physical or electronic) to notify the other party in writing within a reasonable time.

11. NO WAIVER OF RIGHTS. In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by the Register of Deeds of any breach of the covenants of this Agreement or a waiver of any default of Purchaser and the acceptance of any such payment by the Register of Deeds while any such default or breach shall exist shall in no way impair or prejudice the right of the Register of Deeds with respect to recovery of damages or other remedy as a result of such breach or default.

12. PURCHASER'S WARRANTY. Purchaser warrants that it has complied with all necessary requirements to do business in the State of Michigan, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of Purchaser's registered agent is _____ _____. Purchaser shall notify the

Register of Deeds immediately, in writing, of any change in its registered agent, his or her address, and Purchaser's legal status.

13. ENTIRE AGREEMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BARAGA COUNTY CLERK/REGISTER OF DEEDS

By: _____
Wendy J. Goodreau
lts: Baraga County Clerk/Register of Deeds

PURCHASER: _____

By:_____
Purchaser's agent
lts: Title of Purchaser's Agent

ADDENDUM TO ON-LINE ACCESS AGREEMENT WITH BARAGA COUNTY REGISTER OF DEEDS

PER-MINUTE PLAN CHARGES

PLEASE SELECT THE PLAN YOU DESIRE AND SIGN AND DATE

	PLAN*	COUNTY CHARGE TO USER	OVERAGE CHARGE
	Minutes per month		
☐	A 0-250	$50/month	$.20 per minute
☐	B 251-1000	$100/month	$.15 per minute
☐	C 1001-3000	$175/month	$.12 per minute
☐	D Unlimited	$225/month	$.20 per minute

ALL PLANS ARE SUBJECT TO AN IMAGE MAINTENANCE FEE OF $1.00 PER PRINTED PAGE

Plans may be changed before the 5th day of the month. If changing a minute plan, the new rate will take place the first day of the following month.

**Per minute charge for each minute over the plan that was originally selected

I choose PLAN A❑ B❑ C❑ D❑

COMPANY NAME_____

COMPANY ADDRESS_____

CONTACT NAME_____

EMAIL ADDRESS OF CONTACT PERSON

_____

PHONE NUMBER_____

SIGNATURE OF PURCHASER_____

DATE OF AGREEMENT_____

You will need a user name to access Laredo.

User Name_____
Email notification will be sent when account has been activated, with next steps included.

Email this form to: goodreauw@baragacounty.org