ON-LINE ACCESS AGREEMENT
WITH KALAMAZOO COUNTY CLERK/REGISTER OF DEEDS

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between Kalamazoo County, 201 W. Kalamazoo Ave., Kalamazoo, MI 49007, a Michigan municipal entity (hereinafter referred to as **"COUNTY"**[1]), and _____(Company's or Individual's Name), (Company's or Individual's Address), (hereinafter, "**PURCHASER**").

WHEREAS, COUNTY maintains a Register of Deeds Office as required by Michigan Statutes; and

WHEREAS, PURCHASER is desirous of obtaining On-line access pertaining to real property, at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for its office and equipment used.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, **COUNTY** and **PURCHASER** do agree as follows:

1. The term of this agreement shall commence **upon signing**. Either party may cancel this agreement at anytime for any reason or for no reason upon thirty (30) calendar days advance written notice during the original term or any renewal. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this agreement shall be automatically renewed upon like terms for successive calendar year periods.

2. If during the term of this agreement, the Kalamazoo County Board of Commissioners shall fail to appropriate sufficient funds to carry out **COUNTY'S** obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice or obligation of any kind to **PURCHASER.**

3. Register of Deeds agrees to furnish to **PURCHASER** On-line access to real estate records maintained in Register of Deeds office. The Grantor/Grantee Index is available from 1831 forward and for newly recorded documents the Grantor/Grantee Index is usually available within 24 hours of recording. Document images are available beginning in the year 1831 and are available by document number and by liber and page. Plat Maps, Master Deeds and all Certified Survey Maps are also available. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill the office's statutory duties and **COUNTY**'s obligations. **PURCHASER'**s rights under this agreement are secondary to the statutory duties of the Register of Deeds.

4. The information accessed, including but not limited to the Indices, is not represented to be true and complete; rather it is a working copy, subject to error, omission and future modifications.

5. In exchange for being provided access to the Real Property Index, **PURCHASER** agrees to Pay monthly fees in accordance with the following: An account with Laredo Connect will be established for the company or individual signing up for a Laredo plan(s). Laredo Connect accounts must be created before the end of the month in which this agreement is signed. **PURCHASER** will be provided a monthly bill that must be paid promptly via credit card, ACH, or check. Payment of previous months' charges must be received on or before the 15th of the current month. Failure to do so will result in Laredo access being suspended until the **PURCHASER** complies.

[1] All references to the "County" shall include the Register of Deeds, whether specified or not.

6. **PURCHASER** may select a different Plan from the Addendum before the 1st day of each month. If **PURCHASER** elects to change said Plan after the 1st day of the month, the new rate will become effective the first day of the following calendar month. After the first year of the Initial Term, **COUNTY** may change the fees upon sixty (60) days advance notice to **PURCHASER.**

7. This Agreement shall not be construed to impose any penalty, obligation or loss on **REGISTER OF DEEDS or COUNTY** for its failure to transmit a copy of any particular document, and **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, officers, employees and representatives including the **REGISTER OF DEEDS** against any and all liability, loss, damages, costs or expenses, including attorney fees, which **PURCHASER,** its officers, employees agencies, boards, commissions and representatives, or any third-party, may sustain, incur or be required to pay by reason of **COUNTY** failing to transmit a copy of any document required to be provided under this Agreement.

8. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of **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 made by **PURCHASER** shall be at **PURCHASER'S** risk and expense and **EXCLUSIVELY for PURCHASER'S sole use**. **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.

9. This Agreement shall be governed by Michigan law without regard to principles of conflict of law. Any litigation between the parties relating to this Agreement shall be brought in Michigan Courts whose jurisdiction and venue shall be established in accordance with the laws of the State of Michigan. If any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be in the Federal Judicial District of Michigan, Western District, Southern Division.

10. Notices, invoices, payments, and reports required by this agreement shall be deemed delivered as of posting on Laredo Connect, outlined in Paragraph #5, above. It shall be the duty of the subscriber to access invoices by Laredo Connect within the number of days defined in Paragraph #5.

11. In no event shall the acceptance of any payment required by this agreement constitute or be construed as a waiver by **COUNTY** 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 **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

12. **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, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER'S registered agent is** _____.
If a corporation, Limited Liability Company or other impersonal entity, **PURCHASER** shall notify **COUNTY** immediately, in writing, of any change in its registered agent. Purchaser shall notify **COUNTY** immediately in writing of any change in his, her, or its address, and **PURCHASER'S** legal status.

13. **PURCHASER** agrees that it will not access any **COUNTY** information or data available through the Laredo software except by means of the Laredo client user interface. **PURCHASER** further agrees not to utilize any form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, attempt to identify IP addresses, or use any software or process designed to circumvent the standard, human-directed use of the Laredo software. Such activity may be monitored by the Laredo software vendor or County staff. Upon detection or reasonable suspicion of violation of the above, **COUNTY** reserves to right to suspend service, terminate service, or amend **PURCHASER'S** account to a pay-per-view pricing structure, with charges assessed at a rate per image or per document view, as determined by the **COUNTY**. Such activity may also be considered unlawful under applicable Michigan law and subject to civil or criminal penalties.

14. The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

15. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings agreements, representations, and warranties, both written and oral, regarding such subject matter.

16. DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION;

    While the **COUNTY** uses reasonable efforts to provide accurate and up-to-date information, some information provided may have been gathered by third parties and has not been independently verified by the **COUNTY**. **PURCHASER** agrees that all use of these services is at **PURCHASER'S** own risk and that the **COUNTY** will not be held liable for any errors or omissions contained in the content of its services.

    Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to any and all uses of information. **COUNTY** provides this information on an "as is" basis and expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy and completeness of any information. **COUNTY** does not represent or warrant that access to the service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information. **COUNTY** assumes no liability or responsibility for the quality, content, accuracy, or completeness of the information, text, graphics, links and any other items contained on this service or any other system or service.

    In no event shall the **COUNTY** be liable for any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees resulting from loss of use, data or profits, whether in an action of contract, negligence

or any other action, arising out of, or in connection with, the use of information available from the **COUNTY**, or the inability to use the information on this service, even if **COUNTY** is advised of the possibility of such damages.

The information, documents and related graphics published on this service could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein. The **COUNTY** may make improvements and/or changes in the services and/or the content(s) described herein at any time.

17. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of **COUNTY**. Changes may periodically be made to the information, and these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than the **COUNTY**, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date.

18. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

COUNTY and **PURCHASER**, each by their authorized agents, hereto having read and understood the entirety of this agreement consisting of five typewritten pages, have executed this agreement as of the day and date by which all parties hereto have affixed their respective signatures.

PURCHASER SIGNATURE: _____

Printed/Typed Name of Person Signing _____

Date Signed _____

CLERK/REGISTER SIGNATURE: _____

Printed/Typed Name Meredith Place, Clerk/Register

Date Signed _____

ADDENDUM TO ON-LINE ACCESS AGREEMENT WITH KALAMAZOO COUNTY CLERK/REGISTER OF DEEDS

PER-MINUTE PLAN CHARGES

PLEASE SELECT THE PLAN YOU DESIRE AND SIGN AND DATE

PLAN* Minutes per month	**COUNTY CHARGE TO USER**	**OVERAGE CHARGE****
A 0-250	$75/month	$.30 per minute
B 251-500	$125/month	$.25 per minute
C 501-1000	$195/month	$.20 per minute
D. 1001-2000	$295/month	$.10 per minute
E. Unlimited	$400/month	

ALL PLANS ARE SUBJECT TO A PER IMAGE FEE OF $1.00 PER PRINTED OR SAVED PAGE

Plans may be changed before the 5th day of the month. If changing 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❑ E❑

COMPANY NAME_____

COMPANY ADDRESS_____

CONTACT NAME_____

EMAIL ADDRESS OF CONTACT PERSON

_____

PHONE NUMBER_____

SIGNATURE OF PURCHASER_____

DATE OF AGREEMENT_____

Mail to:

**Meredith Place, Kalamazoo County Clerk/Register of Deeds 201 W. Kalamazoo Ave, Rm 103
Kalamazoo, MI 49007**

OR

E-mail to:
deeds@kalcounty.gov