



Account number \_\_\_\_\_

# OTTER TAIL COUNTY RECORDER'S OFFICE

County Recorder Carol Schmaltz

565 Fir Avenue West  
Fergus Falls, MN 56537

## LAREDO ACCOUNT & LICENSE AGREEMENT/ESCROW ACCOUNT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, in the year 2018, by and between the Otter Tail County Recorder's Office (the Licensor) and

\_\_\_\_\_ ( Licensee)

Licensee Contact Name: \_\_\_\_\_

Licensee Phone Number: \_\_\_\_\_

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

Licensee Email: \_\_\_\_\_

### WITNESSETH:

WHEREAS, Licensor and Licensee desire to enter into this Agreement whereby Licensor grants Licensee a limited, non-exclusive, and revocable right to print copies of recorded images from the Licensor and to access this system remotely to print these recorded images.

1. The term of this Agreement shall be from and including \_\_\_\_\_, 2018 to and including December 31, 2018, unless terminated pursuant to the provisions contained herein.
2. Subscriber shall select one of the following User Plans: (**Initial One Plan**)

Level	Minutes	Monthly Subscriber Fee	Min. Overage Fee	Copy Fee
I	0-250	\$85.00	.35 per minute	Free for 2018
II	251-1000	\$125.00	.35 per minute	Free for 2018
III	1001-3000	\$150.00	.35 per minute	Free for 2018
IV	3001-6000	\$200.00	.35 per minute	Free for 2018
V	Unlimited	\$500.00	N/A	Free for 2018

3. Account Fees
  - a. The Licensee for Plan A,B,C,D and E agree that an escrow account with the Otter Tail County Recorder's Office will be established and Licensee shall **maintain a balance of at least the minimum monthly Agreement Plan rate at the beginning of each month. Your escrow account will manually be charged the monthly subscriber fee on the 1<sup>st</sup> of each month for the prior month usage.** Failure to maintain the plan rate will result in immediate disconnection of services. Licensee shall maintain a positive balance in the escrow at all times. Failure to maintain a positive balance may result in a disruption or disconnection of service without notice.
  - b. Licensee agrees to pay .50 per page print fees for images that are printed in the Otter Tail County Recorder's Office.
  - c. A \$30.00 fee will be charged to the maker of any check which is refused or dishonored due to insufficient funds in the maker's account with the drawee credit institution.
  - d. 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.
4. In 2018, the Licensee may change their plan on January 1<sup>st</sup> and July 1<sup>st</sup>.
  - e. Licensee agrees to promptly notify in writing the Otter Tail County Recorder's Office of any changes in staffing that affects the assignment of Laredo passwords. Licensee understands that by entering into this Agreement, the Licensee is responsible for all minutes accrued by its identified users. The Licensor agrees to promptly remove by notifying the Licensor of the passwords of persons who are no longer authorized users and assign new passwords to employees as provided by the Licensee in writing. The Licensee is responsible for all charges incurred by their assigned Laredo logins and passwords. Remember only one user login per agreement plan.
5. The Otter Tail County Recorder's Office agrees to furnish on-line access to indexed and imaged real estate records. The index and images of records is currently available beginning January 1996.
6. Otter Tail County, nor its officers, agents, or employees shall be responsible for any errors or admissions which may occur in these records, nor liable for any actions taken as a result of reliance upon any information within this website from whatever source, or any other consequences from such reliance.
7. The Licensee agrees to **refrain from selling copies** of this 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 it 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 Otter Tail County Recorder. Licensee shall not acquire any ownership rights to acquired 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.
8. The Licensee shall indemnify and hold harmless the Licensor and its officers, agents, officials, and employees from and against any and all claims, actions, causes of action, judgments, liability, costs and expenses, including attorney's fees, arising out of any negligent act of omission by Licensee. If

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there is any litigation concerning this agreement, Licensor shall have its attorney fees paid by Licensee whether or not Licensor is the prevailing party in the action.

- 9. This Agreement may be terminated by either party, with or without cause upon 30 days written notice, starting on the first of a month. Termination shall not relieve a party of its obligations incurred prior to the effective date of the termination.
- 10. This Agreement may be amended only by written instrument signed by both the Licensor and the Licensee.
- 11. This Agreement shall be governed by, and construed in accordance with the laws of the State of Minnesota. The Licensor provides data to the Licensee for the public benefit as defined in Minn. Stat. 13.85 and both shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended and Minnesota Rules promulgated pursuant to Chapter 13.

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

**LICENSOR-OTTER TAIL COUNTY RECORDER**

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

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

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

**LICENSEE**

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

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

Printed Name \_\_\_\_\_

Account number \_\_\_\_\_

OTTER TAIL COUNTY RECORDER'S OFFICE

Carol Schmaltz

565 Fir Avenue West  
Fergus Falls, MN 56537

# User Name/Password Assignment

There are no restrictions to user name/password and they are not case sensitive

Remember: Only one user login per agreement plan

<u>Level Selection</u>	<u>Employee Name</u>	<u>User Name</u>	<u>Password</u>

Licensee agrees to promptly notify in writing the Otter Tail County Recorder's Office of any changes in staffing that affects the assignment of Laredo passwords. The Licensor agrees to promptly remove the passwords of persons who are no longer authorized users and assign new passwords to employees as provided by the Licensee. Licensee understands that by entering into this Agreement, the Licensee is responsible of all minutes accrued by its identified users and is responsible for all charges incurred by their assigned Laredo logins and passwords.

**LICENSOR - OTTER TAIL COUNTY RECORDER**

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

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

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

**LICENSEE**

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

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

Printed Name \_\_\_\_\_