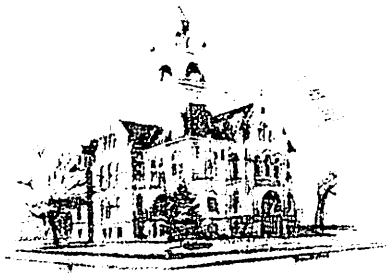

BARBARA A. DEAN

LAPORTE COUNTY RECORDER

555 Michigan Avenue, Suite 201
LaPorte, IN 46350
Phone: (219) 326-6808
Extensions 2234 – 2280 – 2209
Fax: (219) 326-0828
bdean@laportecounty

December 1st 2014

Enclosed you will find a new **ON-Line Access Agreement**

WHEN YOU ACCESS LAREDO PLEASE NOTICE: you may access all document images back to 1955, all Miscellaneous Documents, Deed Records, Sheriff Deeds and all Subdivision and Condo Plats by book and page. We are indexing these images so you will be able to access them by names and dates. (See included list) Please call if you need help.

Also: All Grantor and Grantee Indices are available.

This is a four (4) year contract.

Each printed document will cost $1.00

There are now five (5) levels from which to choose.

PLEASE

Fill out last page. Mail to the above address. (last page only)

Include your check for the month of January. (Must be received before January 1st 2015)

YOU WILL RECEIVE

Copy of signed last page to attach to your contract.

Thank You for your cooperation.

Barbara A Dean

BOOK NAMES	DOC # FOREMAT	EXPLANATION
CONDOS	2003C-00000	FIRST 2 ZEROS ARE BOOK NUMBER, NEXT 3 ZEROS PAGE NUMBER
PLATS	2003P-00000	SAME AS ABOVE
DEEDS	D000-000	FIRST 3 ZEROS ARE BOOK NUMBER, 2ND 3 ZEROS ARE PAGE NUMBER
MORTGAGES	G000-000	
MILITARY	MD000-000	
QUIET TITLE	QT000-000	
TAX DEED	TT000-000	
SHERIFF DEED	SD000-000	
CEMETERY DEED	CD000-000	
GRANTOR DEED INDEX	GR000-000	
GRANTEE DEED INDEX	GE000-000	
MISCELLANEOUS	M000-000	
ROAD INDEX RECORDS	HI000-000	
ROAD RECORD	H000-000	
PARTNERSHIP RECORDS	P000-000	
SWAMP LANDS	SW000-000	
INDICES		
GRANTOR	GR	**PARTY NAME:** INSERT LETTER, **ADD,** SEARCH GROUP: **INDEX BOOKS:**
GRANTEE	GE	**FIND,**

La Porte County Recorder On-Line Access Agreement

THIS AGREEMENT IS NOT A BULK DATA & IMAGING CONTRACT.

This Agreement, by and between the County of La Porte, Indiana, a municipal corporation, by and through the La Porte County Recorder; hereinafter collectively referred to as "Recorder," and, _____hereinafter referred to as "Subscriber."

WITNESSETH:

WHEREAS, County maintains information within the County Recorder's Office which is of assistance to various entities and individuals; and

WHEREAS, Subscriber desires to access information pertaining to real property for its own use at a price sufficient to permit Recorder to recover its costs of labor and material as well as depreciation of in house resources; and,

WHEREAS, Subscriber 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 Subscriber will be subject to such changes and adjustments.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained herein, the Recorder and Subscriber hereby agree as follows:

SCOPE OF SERVICES

County's Responsibilities:

Recorder agrees to provide Subscriber access to certain public information contained within computer files of La Porte County as indicated below:

A. Real Estate Grantor/Grantee indexes- 1832 to date through the Laredo software program.
B. Real Estate Document Images – January 1955 to date and Deed Images 1832 through date.

The obligation to provide such access is subject at all times to the obligation of Recorder to fulfill her statutory duties. Recorder obligations and Subscriber rights under this agreement are secondary to the statutory duties of the Recorder.

Services will be provided to Subscriber, 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 Recorder or by the County Information Systems at its sole discretion.

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

D. Recorder will furnish to Subscriber information concerning computer hardware and software that the Recorder reasonable believes to be compatible with the County's computer system.

USER RESPONSIBILITIES:

A. Payment in full is due before access is allowed. Checks will be made payable to the La Porte County Recorder, and sent to 555 Michigan Ave., La Porte, In 46350. Advance payments are required.

B. Subscriber agrees to keep Subscriber password confidential. Subscriber shall notify Recorder immediately of any loss, theft or unauthorized use of Subscriber Password. A password may be changed and coordinated through the Recorder.

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

D. Subscriber warrants and agrees that Subscriber shall not data scrape/web scrape/data harvest/web harvest or data mine or anything similar to any system used, maintained or owned by Recorder. A "data/scrape/web scrape/data harvest/web harvest or data mining" occurs when a computer program has extracted data from a human-readable output coming from another program. A breach of this section shall result in a revocation of this license. Furthermore, Subscriber agrees that it will not be issued access to Recorder's information for a minimum of one (1) year if this section is violated.

Subscriber agrees that any data scrape/web scrape data harvest/web harvest or data mining may be viewed as theft and may be punishable under Indiana statutory law, including but not limited to IC 36-2-10.1 and IC 5-14-3-1 or any other applicable law.

E. Subscriber agrees that it shall not sell, distribute, reproduce, market or in any way re-use such program information as independent "stand-alone" information without the express written consent of Recorder, or User shall not acquire any proprietary rights to such computer program information.

F. Both Recorder and Subscriber agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this limitation. Therefore, Recorder and Subscriber agree that, in the event the Subscriber has breached this limitation, Subscriber shall pay Recorder five thousand dollars ($5,000) in liquidated damages for <u>each</u> breach. For purposes of this agreement, a breach shall be defined as the sale, distribution, reproduction, marketing or re-use of any single document. Each document sold, distributed or reproduced constitutes a separate breach. Recorder and Subscriber further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by Recorder due to any such breach.. Subscriber also agrees that nothing in this section is intended to limit the Recorder's rightto obtain injunctive and other relief as may be appropriate.

CONSIDERATION AND TERM OF PAYMENT:

1. In consideration for Recorder providing User with direct access to Laredo as indicated within this agreement, Subscriber shall pay to Recorder as follows:

	County Charge To Subscriber	Overage Charge**	Plus Per Print
Level I 0-250 minutes	$50.00	.20 per minute	$1.00
Level II 251-1000 Minutes	$100.00	.15 per minute	$1.00
Level III 1001-3000 Minutes	$200.00	.12 perminute	$1.00
Level IV 3001-6000 Minutes	$300.00	.10 per minute	$1.00
Level V Unlimited	$500.00	N/A	$1.00

**Overage charge – per minute charge for each minute over the plan that was originally signed-up for.

Monthly fees are not prorated.

Only one person can use the password at a time. If additional passwords are needed, additional fees will be imposed.

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

The Subscriber will determine which level of the plan will fit their needs. A Subscriber can move up a level at any time but can only move down at the beginning of a new calendar quarter (January 1, April 1, July 1, or October 1).

2. **EFFECTIVE DATE OF AGREEMENT**

This agreement shall be effective upon the signature date of both parties.

3. **TERMS OF AGREEMENT**

The terms of this agreement shall commence as of the first day of _____ 20_____(year) and shall terminate as of the last day of December, 20_____year).

If during the term this agreement, the La Porte County Recorder fails to provide sufficient funds to carry out Recorder's obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to Subscriber.

Contract renewal will be determined at the sole discretion of the Recorder from to time with written notice to Subscriber. If Subscriber chooses not to renew under the new contract, Subscriber's previous contract will be terminated without further notice.

4. **LIMITATION**

The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification.

Recorder does not warrant the correctness of validity of the computer records. Additionally, there are no warranties, guarantees or representations as to the suitability of the information for Subscriber purposes, or that use of the program or information will be without defect. (No consultations or advice is provided with records accessed.)

Recorder 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. Recorder shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, de-installation, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

5. **CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES**

In no event will Recorder be liable to Subscriber or anyone else for any consequential, incidental, special or indirect damages including, but not limited to, monetary losses incurred from inconvenience, delay or loss of the use of the service.

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the Recorder and Subscriber. Neither Subscriber, nor its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of Recorder.

6. **INABILITY TO ACCESS DATA**

Subscriber agrees Recorder 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 Subscriber and Recorder.

7. **DATA PRACTICES**

Recorder provides data to Subscriber for the public benefit as defined in Indiana statutory law, specifically IC 5-14-3-1 through IC 5-14-3-3. Further, Subscriber agrees to comply Indiana statutory law as it applies to the policies and practices of the Recorder's office and duties, including but not limited to IC 36-2-7-10 and IC 36-2-7-10.1. Resale of any images provided is strictly forbidden.

8. **SUBCONTRACTORS OR ASSIGNMENTS**

Subscriber shall not subcontract any computer data access rights of Subscriber made available under this Amendment, nor assign the Agreement without the prior written approval of Recorder. This agreement shall not be construed to either authorize or prevent the User from making duplicates of copies of any material received pursuant to this agreement and any such copies or duplicates so made by Subscriber shall be at Subscriber's risk and expense and EXCLUSIVELY for Subscriber's sole use. Subscriber 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. **TERMINATION**

Termination With Cause

This agreement may be terminated by the Recorder, with cause, without prior written notice, upon its reasonable belief that cause exists. "Cause" as used in this section includes any violation of law relating to use of the data and information provided through this agreement or violation of any terms of this agreement, including but not limited to data scrape/web scrape/data harvest/web harvest or data mine. Termination shall not relieve a party of its obligation incurred prior to the effective date the termination. The Recorder reserves the right to prohibit Subscriber from entering into another agreement for a minimum of one (1) year when Subscriber's prior agreement is terminated with cause.

Termination Without Cause

This agreement may be terminated by either party, without cause, upon thirty (30) days' written notice, starting on the first (1st) day of a month. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

10. **CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Indiana

11. **SUCCESSORS AND ASSIGNS**

Recorder and Subscriber, respectively, bind themselves, their partners, successors, assigns and legal representatives the other party to the Agreement and to the partners, successors, assigns and legal representatives or such other party with respect to all covenants of this Agreement.

12. **SEPARABILITY**

In the event any provision of the Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

13. **ENTIRE AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between Recorder and Subscriber relating to the Laredo Software Program.

14. **AUTOMATIC RENEWAL**

This agreement shall be automatically renewed upon like terms for successive calendar year periods.

LA PORTE COUNTY RECORDER ON-LINE ACCESS AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Date:_____

Circle Level: I II III IV V

User Name: _____

Password: _____

SUBSCRIBER SIGNATURE _____

Printed Name _____

Address: _____

Phone Number: _____

Mail: _____

LA PORTE COUNTY RECORDER: _____

Date: _____