

BARBARA A. DEAN
LAPORTE COUNTY RECORDER

813 Lincolnway, Suite 206
LaPorte, Indiana 46350-3488
Phone (219) 326-6808

Extensions 234-280-209
Fax (219) 326-0828
E-mail recorders@laportecounty.org

To Whom It May Concern:

To have accessibility to the Laredo system, please see the following.

Please complete the Laredo Application form and return to our office, along with the Laredo Agreement signature page, and the Fidlar Softwear Laredo End User Agreement, completed. The Agreement for access to LaPorte County Recorder's Real Estate Records is for you to keep.

When we receive the above paper work along with a check indicating the plan you prefer, we will set up your pass word and account for you to access this system.

Thank you for showing an interest in our Laredo system.

If you have any questions, please feel free to contact our office.

Sincerely,

Barbara A. Dean
LaPorte County Recorder

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LAREDO FEE SCHEDULE

On January 1, 2006, the options to view our records will be even greater.
We can now offer the Internet Service (Laredo) in the following ways:

0-250 minutes	\$ 50.00/mo.	\$.20 per minute overage charge
251-1000 minutes	\$ 100.00/mo.	.15 per minute overage charge
1001-3000 minutes	\$ 200.00/mo.	.12 per minute overage charge
Unlimited	\$ 250.00/mo.	n/a

LAREDO APPLICATION

DATE: (TODAY) _____

DATE: (FIRST DAY OF SERVICE) _____

NAME OF COMPANY: _____

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE: _____

USER NAME: _____

PASSWORD: _____

AMOUNT RECEIVED: _____

AGREEMENT

ACCESS TO LAPORTE COUNTY RECORDER'S REAL ESTATE RECORDS

The undersigned customer, wishes to contract for the provision of services from the Recorder's Office of LaPorte County, herein after referred to as "Recorder", for on-line access to a number of real estate databases called "LAREDO" provided to Recorder through an agreement with Fidler Doubleday. Customer wishes to use the internet gateway made available by the Recorder of LaPorte County as a service of that office.

TERMS AND CONDITIONS

1. This agreement sets forth the terms and conditions under which the Recorder will provide services to the Customer.
2. Recorder reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion or interruption of any such service.
3. Customer acknowledges that he has read this agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Recorder shall be entitled to announce online or in writing, changes to the network, to the services provided, to the prices, or other changes which changes shall constitute modifications to this agreement once announced. In the event Customer disagrees with such changes or such pricing, Customer upon written notice, shall have the right upon receipt of such notice, to terminate its participation in this agreement.
4. CONDITIONS OF USE.
 - A. Hours of service: Service will be provided to Customer 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 Recorder at his sole discretion.
 - B. Recorder will establish a customer account and number, and will issue a password to customer in order to access those databases requested and available. Customer is responsible for preserving the secrecy of his password and for insuring that access to the service and use of his passwords are controlled by him and that in those instances where Customer feels that the password is compromised, that notification to Recorder and a request of change of password shall immediately be given.

- C. Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitations on use which are applicable to the services, databases, or other information provided by Recorder. Customer also agrees that the access to Recorders databases is for Customer's own use and that reproduction, resale, or retransmission of information retrieved from the databases to any third party, is strictly prohibited without written permission by the Recorder for such additional use, subject to the terms and conditions herein.

5. AVAILABILITY OF DATABASES:

The index records are available beginning January 1984 through the day before the last working day in the Recorders Office. Working days are Monday through Friday except for County designated holidays. Document images are available beginning on all documents filed thereafter. Subdivision Plats are also available from 1990 until current. These plats can be seen by entering a two digit Book number, dash, and three digit Page number in the Party Name field of the search screen. Some plats do not have good images. Should a plat have an unsuitable image please contact us for assistance.

6. LIMITATIONS OF LIABILITY:

- A). The databases are to be relied on as a working copy of work in progress subject to error, omission and further modifications.
- B). The remedies set forth in this agreement are exclusive and in no event shall the Recorder of LaPorte County, its Commissioners, agent or employees, be liable for special indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of revenue, whatever such damages arises out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognizes that the system by which these services are offered is experimental and may experience problems of various kinds resulting in an inability to provide such services.
- C) Customer agrees that Recorder, LaPorte County Commissioners, or officers, agents or employees, will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against Customer by any third party, arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold Recorder, LaPorte County Commissioners and its officers and agents harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.

- D). Recorder shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly from any cause or circumstances beyond his reasonable control, including problems with or delays caused by his database providers or by other providers.
- E). No action or suit, regardless of form other than an action for payments due Recorder, arising out of the transactions pursuant to this agreement may be brought by either party more than one year after the cause of the action occurs.

7. WARRENTY:.

- A) Recorder makes no warranties, expressed or implied, including, but not limited to implied warranties of merchantability or fitness for any particular purpose. While Recorder and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this agreement, no warranty or representation is made or implied as to such.
- B) Customer warrants that it is aware and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Recorder.
- C) Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon.

8. RATES CHARGED.

- A) Customer upon request for services, will pay to the Recorder, the sum of Two Hundred Fifty Dollars (\$250.00) in advance, for access for one terminal to the service, and thereafter a monthly fee of Two Hundred Fifty Dollars (\$250.00) for each subsequent month in advance. If Customer wishes to connect additional terminals, Customer may do so at a charge of Two Hundred Fifty Dollars (\$250.00) per terminal for up to four (4) additional terminals.
- B) The Customer will receive a billing statement at the beginning of each month due the tenth (10) of that month, for services to be received for the next month. Customer shall make all checks and original subscriptions payable to LaPorte County/Laredo, 813 Lincolnway Ste 206, LaPorte, IN 46350. Upon the termination of service, customer will receive a pro-rated

refund of any unused daily usage, which was prepaid. If payment has not been received by Recorder before the start of the usage month, service will be terminated to Customer.

- C) If any circumstances establishes a past due account with the Customer, the past due invoices will be subject to a delinquency charge of 1.5 percent per month of the amount in the arrears or the legal limit, whichever is less. Customer agrees to pay all cost of collection of delinquent accounts including reasonable attorney fees as permitted by law.

9. Printing Privileges.

- A) Printing Privileges: Copies may be printed from terminals for any information provided through Laredo at \$1.00 an image. The billing will be included in the month following incurred fee.

10. General Conditions.

- A) Waiver. The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Recorder shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Recorder's right to performance of any such terms or terms in the future.
- B) Severability. If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- C) Governing Laws. This Agreement shall be governed by and construed according to the laws of the State of Indiana as such laws are applied to contracts made and to be performed entirely in Indiana, and all action hereunder shall be brought in a state court of competent jurisdiction in Indiana and in no other jurisdiction.
- D) Assignment. This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. Recorder may assign this Agreement and/or the payments due to Recorder without notice or requirement for Customer's permission or approval.

Date

Customer Signature

Customer e-mail address

Printed Name

Printed Address

City, State, Zip Code

Please state your reasons for needing this service

Recorder's signature

Signatures of LaPorte County Commssioners::

Marlow Harmon

Wilham Hager

Barbara Huston

Date

FIDLAR SOFTWARE LAREDO END USER AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between THE FIDLAR COMPANIES, INC., (FIDLAR) and _____, (the "CLIENT") using Laredo userid(s) _____ in the County of _____.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows

CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR

CLIENT agrees that this license does not provide for, nor guarantee, access to any county's information. Access must be granted to the CLIENT by the desired county authority

FIDLAR hereby grants CLIENT the rights to a nonexclusive, perpetual, and nontransferable license for the possession and use of FIDLAR's Laredo Software. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.

CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR

The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties which extend beyond the description on the face hereof.

The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement

CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is termination of this agreement. CLIENT will not be entitled to any direct, incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto

LAREDO END USER

Date: _____

By _____

Name: _____

Title: _____

Address: _____

THE FIDLAR COMPANIES, INC.

Date: _____

By Fidar Software

Name: Ernest W. Rigger

Title: Vice President

Address PO Box 6248

Rock Island, IL 61204