

MARION COUNTY RECORDER

Kate Sweeney Bell

200 East Washington Street, Room 741 • Indianapolis, IN 46204 • www.indy.gov/recorder • 317-327-4020

LAREDO/COPY ESCROW ACCOUNT & LICENSE AGREEMENT

This agreement made and entered into this _____ day of _____, in the year _____, by and between the Marion County Recorder's Office (the Licensor) and

_____ (Licensee)

Contact Name: _____

Phone Number: _____

Address: _____

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 the execution date to and including December 31, 2018, unless terminated pursuant to the provisions contained herein.
2. Subscriber shall select one of the following user plans: (Enter quantity of accounts per plan)

Plan Selection	Per Minute	Subscriber Fee and Minimum Monthly Balance	Minimum Overage Fee	Copy Fees
Plan A _____	0 – 250 min.	\$50.00/month	\$0.20/per min	\$0.10
Plan B _____	251 – 1000 min	\$100.00/month	\$0.15/per min.	\$0.10
Plan C _____	1001 – 3000 min.	\$200.00/month	\$0.12/per min.	\$0.10
Copy Only _____	N/A	N/A	N/A	\$1.00

3. Account Fees

- a. The Licensee of **Copy Account Services Only** shall deposit Fifty (\$50.00) with Licensor upon establishment of an account and maintain a balance of at least Fifty Dollars (\$50.00) for at least thirty (30) days after the receipt of a signed agreement. Failure to maintain said balance may result in termination of the Agreement by Licensor. **Licensee also agrees to pay \$1.00 for printed images that are printed in Marion County Recorder's Office.**
- b. The Licensee for **Plans A, B, or C** agree that an escrow account with the Marion 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.** Failure to maintain the plan rate will result in immediate disconnection of services. ~~All Agreement Plans will require each New Licensee to submit a one-time set-up fee of \$100.00 (set-up fee does not apply to current License Agreement holders).~~ Licensee shall maintain a positive balance in the escrow account at all times. Failure to maintain a positive balance may result in a disruption or disconnection of service without notice. **Licensee also agrees to pay \$0.10 for printed images for plans A, B, and C. According to 5-14-3-8 (h) a public agency may charge any reasonable fee agreed on in the contract under section 3.5 of this chapter for providing enhanced access to public records.**
- c. After two minutes of no activity when the Laredo program is operating, the user (who has been assigned a password per Licensee request) 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.**

NOTE: Sec 131-102. Bad Check Charges

All county offices and agencies, township assessors and city departments may charge twenty dollars (\$20.00) 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.

4. The Licensee may change their plan. **However, changes to the plan must be made in writing no later than the 5th day of the month. The changes shall take effect the following month.**
 - a. Licensee agrees to promptly notify, in writing, the Marion County Recorder's Office of any changes in staffing that affect 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 Licensee agrees to promptly remove, by notifying the Licensor, 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.
5. The Marion 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 March 2, 1964. Records prior to March 2, 1964 are available to search by instrument number and/or book and page number.
6. Neither Marion County, nor its officers, agents, or employees shall be responsible for any errors or omissions 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-exclusive, non-transferable limited and revocable right to electronically obtain digital images of recorded documents. The limited license granted hereunder shall include the right to quote insubstantial portions of the records in memoranda and similar work product created by the Licensee, and the right create photocopies of the downloaded images as long as appropriate fees are provided. Licensee shall not provide copies, electronic images or index to third parties. A failure by Licensee to abide by these provisions will be considered a material breach of this agreement and the Licensee Agreement and electronic services will be terminated. No transfer of any ownership interest of the Licensor to the Licensee is intended by this agreement.
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 or any of its officers, agents, employees or subcontractors during the term of this Agreement. If 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 shall not be assigned, transferred or otherwise disposed of by the Licensee except with the written consent of the Licensor for first obtained. Consent to assign, sublet or otherwise dispose of any portion of this Agreement shall not be construed to relieve Licensee of any responsibility for the fulfillment of this Agreement.
10. The Licensee agreement is revocable at the will of the Licensor, and may be terminated by the Licensor upon ten (10) days by which prior written notification to the Licensee of the intent to terminate. Licensee may terminate agreement with thirty (30) day written notification to the Licensor.
11. The Agreement may be amended only by written instrument signed by both the Licensor and the Licensee.
12. The Agreement shall be governed by, and construed in accordance with the laws of the State of Indiana.
13. The Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.
14. Any notice required to be delivered hereunder shall be effective if given in writing and shall be deemed received when delivered personally or by mail.
15. Licensee is certifying, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. Term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Licensee. Licensee shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. Licensee shall provide immediate written notice to Licensor if, at any time after

entering into this Agreement, Licensee learns that its certification was erroneous when submitted, or Licensee is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible or participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

16. Licensee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

17. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by the written consent of the parties hereto.

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

MARION COUNTY RECORDER

("Licensor")

By: _____
Kate Sweeney Bell, Recorder

Date: _____

Signature _____

("Licensee")

Printed Name: _____

Date: _____

Title: _____

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User Name/Password Assignment

There are no character restrictions on user names & password nor are they case sensitive.

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

Licensee agrees to promptly notify in writing the Marion 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.

Signature _____

(“Licensee”)

Printed Name: _____

Date: _____

Title: _____