

# Marion County Indiana Recorder

**Faith Kimbrough**  
**200 E Washington St. Room 741**  
**Indianapolis, IN 46204**  
**(317) 327-4020**

## LAREDO ESCROW/COPY 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 \_\_\_\_\_, 20\_\_\_\_, 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 and start up
    - a. **The Licensee of Copy Account Services Only shall deposit Fifty Dollars (\$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 deposit a minimum of their first month subscription and additional \$50.00 for copies to start the account.** Failure to maintain the plan rate will result in immediate interruption of services. 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.**
    - 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.**
  4. The Licensee may change their plan. **However, changes to the plan must be made in writing no later than the 5<sup>th</sup> day of the month. The changes shall take effect for that month services.**
    - 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 users. 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.
    - b. Invoices, statements, and reports regarding Laredo will be provided via Laredo Connect. Laredo Connect is an online portal provided at no additional charge to the Purchaser for this purpose. **User is required to create a Laredo Connect account within 30 days of subscription beginning. Failure to do so will result in the Laredo login being locked until a Laredo Connect account has been created. Monthly statements will be obtained by accessing the Laredo Connect Account Management site with deposits due by the 1st of the month following each billing cycle. Deposits should be made on-line through the Laredo Connect Account Management site. Marion County Recorder's Office will not accept in office deposits.**
  5. Neither Marion County Recorder's Office, 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.
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7. **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 License 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 Illinois. 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 Illinois. Licensee shall provide immediate written notice to Licensor if, at any time after
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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: \_\_\_\_\_  
Faith Kimbrough, Recorder

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

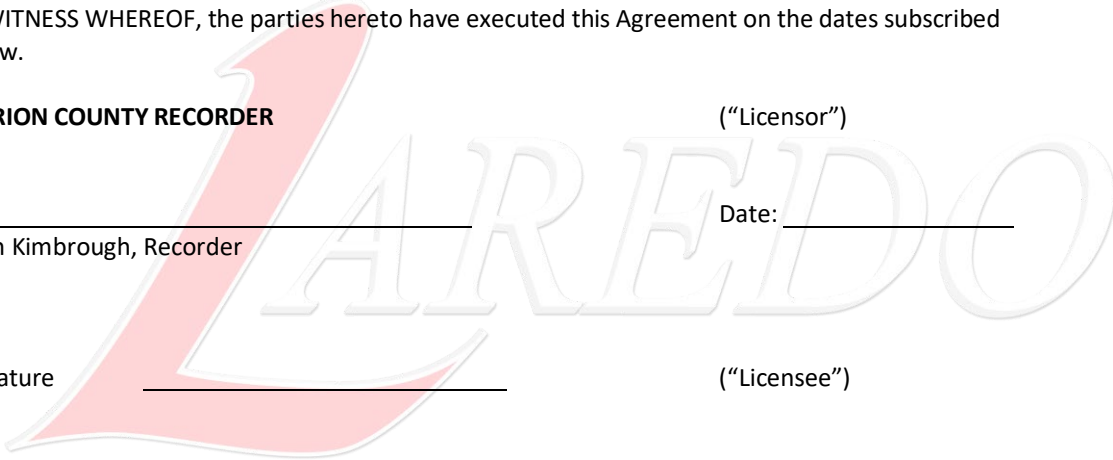
Signature \_\_\_\_\_

("Licensee")

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

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

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



**MARION COUNTY RECORDER**

**Faith Kimbrough**  
**200 E Washington St. Room 741**  
**Indianapolis, IN 46204**  
**(317) 327-4020**  
User Name/Password Assignment

*There are no character restrictions on user names & password will be assigned by the county at the time of activation.*

**Attachment to "A"**  
**To**  
**LAREDO AGREEMENT**  
**Regarding Purchase of On-line Access to Real Estate Records**

Subscriber Information:

Name of Contact Person: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Saved Search Text Alert: \_\_\_\_\_ Saved Search Email Address: \_\_\_\_\_

**Subscriber shall select from the following user plans:**

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

**Laredo Remote Access User Name/Password Assignment**

Plan Selection	Employee Name	User Name	Password *TO BE ASSIGNED BY THE COUNTY

*Licensee agrees to promptly notify in writing the Marion County Recorder's Office of any changes in staffing that affects the assignment of Laredo user names. 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: \_\_\_\_\_

