

Douglas County Enhanced Remote Access Agreement

This agreement is entered into by and between the County of Douglas, through its Recorder/Registrar's of Titles Office, 305 8th Avenue West, Alexandria MN 56308, a body Corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "**County**" and

| |
|-----------------------------------------------|
| <i>(insert full name and mailing address)</i> |
| |
| |
| |
| |

hereinafter referred to as the "**Subscriber**".

WITNESSETH:

WHEREAS, the County has created data bases and electronic data compilations relating to certain real property records maintained by the County as a political subdivision of the State of Minnesota; and

WHEREAS, the County may charge a reasonable fee for providing enhanced access to data otherwise accessible; and

WHEREAS, the Subscriber wishes to have "enhanced remote access" to the above mentioned data bases and electronic data compilations made available to the Subscriber pursuant to the terms and conditions set forth in this Agreement below.

NOW THEREFORE in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

I. COUNTY DATA BASE ENHANCED REMOTE ACCESS

A. License

The County grants the Subscriber a nonexclusive, nontransferable, limited license to access certain real property databases and electronic data compilations through enhanced remote access during the terms of this Agreement.

B. Limitation of License

Neither the databases, electronic data compilations, nor any portion of either thereof, accessed through means of the enhanced remote access, may be used outside the scope of the Fair Use Provisions of the United States Copyright Act, 17 U.S.C. 107 and the Minnesota Data Practices Act, Minn. Stat. Ch. 13 unless authorized by the County's prior written permission. The County acknowledges that the Subscriber's "regular course of business" includes using the information provided by the County in the preparation of title searches, title work, title abstracts, and title insurance; all of which will be prepared and/or furnished for resale to the Subscriber's customers. The Subscriber acknowledges that the County's databases and electronic data compilations have commercial value.

C. Rights and Data

Except for the license granted herein, all rights, title and interest to all processes, formats, languages and media throughout the world, which record, demonstrate and or facilitate, the creation and utility of the County's data bases and electronic data compilations, including all copyrights available thereto, are and shall continue to be the exclusive property of the County.

D. County Charges

Charges payable by the Subscriber for the enhanced remote access to the County's databases and electronic data compilations described in this Agreement are set forth in the County Fee Schedule and referenced in **Schedule A**. The County's charges for this non-entitlement service may be modified upon thirty (30) days notice to the Subscriber in writing or posted online.

E. Disclaimer of Warranties and Limitation of Liability

The County's goods and services provided pursuant to this Agreement are provided "as is", without warranty of any kind, express or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. The Subscriber's exclusive remedy and the County's entire liability hereunder, if any, for any claim(s) for damages relating to the County's

databases, or electronic data compilations, which are made against them, individually, or jointly, whether based in contract or negligence, shall be limited to the amount of the remote access charges paid by the Subscriber relative to the period of occurrence of the events which are the basis of the claim(s); provided, however, that the County shall have no liability whatsoever to the Subscriber for any claim(s) relating in any way to

- 1) the Subscriber's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the County; and
- 2) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Subscriber's rights hereunder or use of, or inability to use, the County's database and, electronic data compilations, even if the County has been advised of the possibility of such damages. Further, the County shall have no liability whatsoever to the User for any claim(s) relating in any way to any databases and, or electronic data compilation.

F. Confidentiality

The Subscriber agrees not to disclose any information relating to the Subscriber's Access code, password, or any other information to the County's computer security system. Any violation of this section by the Subscriber shall constitute a material breach of this Agreement.

G. Access

The Subscriber will allow only employees of the Subscriber to access the enhanced remote access. Furthermore, the Subscriber shall be solely responsible for ensuring that Subscriber's employees are not security risks, and upon the County's request, the Subscriber will provide any information reasonably necessary for the County to evaluate network security issues relating to access to the County network services.

The County shall maintain the right to deny, postpone, or cancel the enhanced remote access at any time and without prior notice. Such termination of access will not constitute a material breach of this Agreement if the customer's enhanced remote access is reinstated within a reasonable period of time.

II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

A. Subscriber's Equipment

The Subscriber's enhanced remote access to the County's databases and electronic data compilations shall be facilitated via the Internet. The Subscriber is responsible for providing and maintaining all hardware, software, modem,

telephone access, and all other equipment required to access the County's databases and data compilations through the enhanced remote access.

III. GENERAL PROVISIONS

A. **Billing and Payment**

The Subscriber shall maintain an escrow account for payment of all charges regarding the county's "remote access" for databases and electronic compilations. The Subscriber's escrow account shall be reduced by the amount of all charges. If such payment is unavailable in the Subscriber's escrow account, the Subscriber's "remote access" to the County Recorder's database may be discontinued.

B. **Taxes**

Charges are exclusive of sales, use and other taxes, which are the responsibility of the Subscriber.

C. **Responsibility of Subscriber**

The Subscriber shall be responsible for all remote access to and use of the County's databases and data compilations by the Subscriber's personnel or by means of the Subscriber's equipment or passwords, whether or not the Subscriber has knowledge of or authorized such remote access and use.

D. **Limitation of Claims**

Except for claims relating to charges of improper use of the County's databases and, or data compilations, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use the County's databases and, or electronic data compilations, may be made nor action bases upon such claim brought, to any party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

E. **Termination**

This Agreement shall continue in force until terminated by prior written notice of termination to the other party. Notwithstanding the foregoing, this Agreement may be terminated at any time by the County, with or without cause. The Subscriber may terminate this Agreement, with or without cause, upon thirty-(30) days' written notice to the County.

F. **Integrated Agreement**

This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

G. **Representation**

No representations not set forth herein have induced the making of this contract. The undersigned have read and understand the entire contract and now state,

and in consideration of this Agreement agree, that no representation, promise, or agreement not expressed in this Agreement has been made to induce the undersigned to enter into it.

H. Amendments

All material alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

I. Interrupted Performance Beyond Control of County

The County's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

J. Governing Law and Venue

This Agreement shall be governed by the construed under the laws of the state of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in state district court at Alexandria, Minnesota.

K. Assignment

Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by the Subscriber without the County's prior written consent.

L. Savings Clause

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

M. Nonwaiver

Failure of any party to enforce any provisions of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

N. Incorporation

Schedule A is incorporated verbatim as a part of this Agreement

O. Notices

All notices hereunder shall be delivered in person or by United States mail to the following:

SUBSCRIBER: (insert name, title, mailing address & phone number)

| |
|--|
| |
| |
| |
| |
| |

DOUGLAS COUNTY:

Dawn M. Crouse
Recorder/Registrar of Titles
305 8th Avenue West
Alexandria MN 56308
320-762-3839

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective this _____ day of _____, _____.

SUBSCRIBER

DOUGLAS COUNTY

By: _____
Printed name: _____
Printed title: _____

By: _____
Dawn M. Crouse - Douglas County Recorder

By: _____
Printed name: _____
Printed title: _____

DOUGLAS COUNTY ENHANCED REMOTE ACCESS AGREEMENT
Schedule A

1. The County at its sole option may terminate or interrupt the Enhanced remote access to its databases and electronic compilations at any time, without prior notice, and for any reason.
2. The Subscriber is allowed remote access to certain County databases and electronic data compilations. Remote access will be available at all times possible. Interruption for backups, downed systems, etc. will occur without notice and for any reason.
3. The Subscriber hereby agrees to pay the County non-refundable charges:
Initial setup and License fee of **\$50.00 for first user and \$10.00 per additional user**
Level 1: \$50.00/month (up to 200 images per month)
Level 2: \$100.00/month (up to 1,000 images per month)
4. All accounts established in LandShark will be set up on a quarterly basis. This three month payment is non-refundable. Invoices will be sent out each quarter. Payments may be hand delivered or mailed to our office, and must be in the form of either cash or check.

LANDSHARK SUBSCRIPTION

FIRST NAME _____
LAST NAME _____
COMPANY _____
ADDRESS _____
CITY _____
STATE _____ **ZIP** _____
PHONE _____ **FAX** _____
E-MAIL _____

CHOOSE TYPE OF USER

LEVEL 1 \$50.00/month (up to 200 images per month)

LEVEL 2 \$100.00/month (up to 1,000 images per month)

Subscriber fees are to be paid on a quarterly basis. There is a one-time set up fee of \$50.00 for the first user, and \$10.00 for each additional user. Return the completed Remote Access Agreement, Subscription Form, and check or cash for the three month payment. You will receive a signed Remote Access Agreement along with your USER ID and PASSWORD.

If you have any questions, please direct them to Dawn Crouse at 320-762-3877 or dawn.crouse@mail.co.douglas.mn.us

Mail the completed form and check to:

Douglas County Recorder's Office
ATTN: Dawn Crouse
305 8th Ave West
Alexandria, MN 56308

FOR OFFICE USE ONLY

User ID _____

Password _____

ADDITIONAL SUBSCRIBER EMPLOYEES

Business Name: _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

Full User Name _____
User ID _____
Password _____

SUBSCRIBER CHANGE REQUEST FORM

Use this form to add users or to delete a user from the system.

Business Name: _____

Fax this form to:

320-762-2389

Attn: Dawn

Add

Delete

Full User Name _____

User ID _____

Password _____

Add

Delete

Full User Name _____

User ID _____

Password _____

Add

Delete

Full User Name _____

User ID _____

Password _____

Add

Delete

Full User Name _____

User ID _____

Password _____

Add

Delete

Full User Name _____

User ID _____

Password _____