

Johnson County Recorder's Office

Teresa K Petro
86 West Court Street
Franklin, IN 46131
(317) 346-4385

LAREDO/COPY ACCOUNT & LICENSE AGREEMENT/ESCROW ACCOUNT

Regarding Sale of On-Line Access & Copies of Real Estate Records/Escrow

This agreement made and entered into this ____ day of _____, 20____ by and between the Johnson County Recorder's Office (the Licensor) and _____

(Licensee)

Licensee Contact Name: _____

Licensee Phone Number: _____

Licensee Address: _____

Licensee 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. Subscriber shall select one of the following Plans

| <u>Plan Selection</u> | <u>Per Minute</u> | <u>Subscriber Fee and Minimum Monthly Balance</u> | <u>Min. Overage Fee</u> | <u>Copy Fees</u> |
|-----------------------|----------------------|---|-------------------------|------------------|
| Plan A | 0 – 250 min. | \$60.00/month | \$0.20/per min. | \$1.00 |
| Plan B | 0 – 1000 min. | \$120.00/month | \$0.15/per min. | \$1.00 |
| Plan C | 0 – 3000 min. | \$240.00/month | \$0.12/per min. | \$1.00 |
| Plan D | Unlimited | \$300.00/month | None | \$1.00 |

- 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) at least thirty (30) days after the receipt of a signed agreement. Failure to maintain such balance may result in termination

of the Agreement by Licensor. **Licensee also agrees to pay \$1.00 for printed images that are printed in Johnson County Recorder's Office.**

- b. The Licensees for **Plans A, B, C, and D** agree that an escrow account with the Johnson County Recorder's Office will be established and Licensee shall deposit 2x the monthly subscription fee and **maintain a balance of at least the minimum monthly Agreement Plan rate at the beginning of each month plus Twenty-Five Dollars (\$25.00) for your prepaid copy allowance. You will be locked out of your account when your minimum monthly amount is reached.** Failure to maintain the plan rate will result in immediate disconnection 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 \$1.00 for remotely printed images for plans A, B, C, and D.**
- 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.**

2. The Licensee may change its plan; however, changes to its plan must be made in writing no later than the 4th day of the month. The changes shall take effect the following month.

- a. Licensee agrees to promptly notify in writing the Johnson County Recorder's Office of any changes in staffing that affects the assignment of Laredo passwords. Licensee understands that by entering into this Agreement, Licensee is responsible for all minutes accrued by its identified users. The Licensee agrees to promptly remove by notifying the Licensor of the passwords of persons who are no longer authorized users and to assign new passwords to employees as provided by the Licensee in writing. The Licensee is responsible for all charges incurred by its assigned Laredo logins and passwords.

3. Neither Licensor, Johnson County Government, 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.

4. 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 to create photocopies of the downloaded images as long as appropriate fees are provided. Licensee shall not provide copies, electronic images, or index information 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.

5. 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 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.

6. This Agreement shall not be assigned, transferred, or otherwise disposed of by the Licensee except with the written consent of the Licensor being first obtained. Consent to assign, sublet, or otherwise dispose of any portion of this Agreement shall not relieve Licensee of any responsibility for the fulfillment of this Agreement.

7. This License Agreement shall continue in effect until either party gives the other party at least ten (10) days prior written notification of its intent to terminate the agreement. Licensee is responsible for paying all fees incurred up to and including the date the agreement terminate. Minimum Subscription time is 60 days or 2 billing cycles.

8. The Agreement may be amended only by written instrument signed by both the Licensor and the Licensee.

9. The Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

10. 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.

11. Any notice required to be delivered hereunder shall be effective if given in writing and shall be deemed received when personally delivered, sent by United States mail, postage prepaid, certified and return receipt requested, sent to the address shown herein or to an updated address as previously provided in writing.

12. 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. The 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 that is debarred or suspended or is otherwise 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. 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.

13. 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 have executed this Agreement on the dates subscribed below.
JOHNSON COUNTY RECORDER ("Licensor") ("Licensee")

By: _____
Teresa K Petro
Johnson County Recorder

By: _____
Title: _____

Printed Name: _____

Printed Name: _____

Teresa K Petro
Johnson County Recorder
86 W. Court Street
Franklin, IN 46131
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> |
|-----------------------|----------------------|------------------|---|
| | | | <i>Temporary Passwords will be emailed to you</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Licensee agrees to promptly notify in writing the Johnson 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: _____

Scan and email to tpetro@co.johnson.in.us You will be contacted for a credit card payment

Or mail with payment to: Johnson County Recorder
86 West Court Street
Franklin, IN 46131

Updated 3/1/2025