

LE SUEUR COUNTY RECORDER ON-LINE ACCESS AGREEMENT

THIS AGREEMENT, by and between the County of Le Sueur, Minnesota, a political subdivision, by and through the Le Sueur County Recorder; hereinafter collectively referred to as "Recorder", and _____, hereinafter referred to as "User".

WITNESSETH:

WHEREAS, County maintains information within the County Recorder's Office which is of assistance to various entities and individuals; and,

WHEREAS, User desires to access information pertaining to real property for its own use at a price sufficient to permit Recorder to recover its costs of labor and material as well as depreciation of in house resources; and,

WHEREAS, User understands that changes and adjustments are made in the official records from time to time which may be in process at any given time and the information received by User will be subject to changes and adjustments.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained herein, the Recorder and User hereby agree as follows:

Scope of Services

County Responsibilities

1. Recorder agrees to provide User access to certain public information contained within computer files of Le Sueur County as indicated below:
 - a. Real Estate Grantor/Grantee Indexes - March 1, 1992, to date through the TriMin Land Records software program.
 - b. Real Estate Tract Index - March 1, 1992, to date through the TriMin Land Records software program.
 - c. Real Estate Document Images - March 1, 1992, to date through the TriMin Land Records software program.

The obligation to provide such access is subject at all times to the obligation of Recorder to fulfill his statutory duties. Recorder obligations and User rights under this agreement are secondary to the statutory duties of the Recorder.

Service will be provided to User, 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 the Recorder or by the County Information Systems at its sole discretion.

2. Recorder reserves the right to add additional databases and to offer them to User at the sole discretion of Recorder. A new writing that shall be incorporated into the Agreement and made a part hereof shall evidence user access to any additional information.
3. Recorder will furnish to User information concerning computer hardware and software that the Recorder reasonably believes to be compatible with the County's computer system.

User Responsibilities

1. The monthly fee will be taken from Escrow on the 1st working day of each month. If there is not enough money in escrow, your account will automatically become inactive until we receive funds to replenish the escrow account. Checks should be made payable to the Le Sueur County Recorder, and sent to:

LE SUEUR COUNTY RECORDER'S OFFICE
ATTN: SHARON J. BUDIN
88 SOUTH PARK AVENUE
LE CENTER MN 56057

2. User agrees that the User password is for the sole use by the User and agrees to keep User password confidential. User shall notify Recorder immediately of any loss, theft, or unauthorized use of User Password. A password may be changed and coordinated through the Recorder.
3. User shall not in any way enhance or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon.

Consideration of Terms and Payment

In consideration for Recorder providing User with direct access to TriMin Land Records as indicated within this agreement, User shall pay to Recorder fees as set by the Le Sueur County Board.

Effective Date of Agreement

This agreement shall be effective upon the signature date of both parties.

Terms of Agreement

The term of this agreement shall commence as of the first day of January 2007 and shall be automatically extended thereafter.

If during the term of this agreement the Le Sueur County Board of Commissioners fails to appropriate sufficient funds to carry out Recorder obligations under this agreement, this agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to User.

Limitation

The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification.

Recorder does not warrant the correctness or validity of the computer records. Additionally, there are no warranties, guarantees or representations as to the suitability of the information for User purposes, or that use of the program or information will be without defect. (No consultations or advice is provided with records accessed.)

Recorder does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection or in association with either or both of the foregoing. Recorder shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, deinstallation, repair, operation, malfunctioning, maintenance, implication or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

User agrees that it shall not reproduce, market or in any way re-use such program information as independent "stand-alone" information without the express written consent of the Recorder, and User shall not acquire any proprietary rights to such computer program information.

Consequential, Incidental, Special or Indirect Damages

In no event will Recorder be liable to User or anyone else for any consequential, incidental, special or indirect damages including, but not limited to, monetary losses incurred from inconvenience, delay or loss of the use of the service, or accuracy of the information.

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the Recorder and User. Neither User, nor its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of Recorder.

Inability to Access Data

User agrees Recorder shall not be liable for any delay or inability to access the computer data directly or indirectly, caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other causes beyond reasonable control of User and Recorder.

Data Practices

Recorder provides data to User for the Public benefit as defined in Minn. Stat. 13.85. Recorder and User and their agents and employees agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13.

Subcontractors or Assignments

User shall not subcontract any computer data access rights of User made available under this Agreement, nor assign the Agreement without the prior written approval of Recorder. This agreement shall not be construed to either authorize or prevent the User from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by User shall be at User's risk and expense and **EXCLUSIVELY** for Users sole use. User may **NOT** wholesale or retail copies of any materials received, or provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

Termination

This Agreement may be terminated by either party, with or without cause upon 30 days written notice, starting on the first of a month, and **only effective at the end of the current quarter**. Termination shall not relieve a party of its obligations incurred prior to the effective date of the termination.

Controlling Law

This agreement is to be governed by the laws of the State of Minnesota. Any legal action arising out of the terms of this Agreement shall be reviewed in Le Sueur County.

Successors and Assigns

Recorder and User, respectively, bind themselves, their partners, successors, assigns, and legal representatives the other party to the Agreement and to the partners, successors, assigns, and legal representatives or such other party with respect to all covenants of this Agreement.

Separability

In the event any provision of the Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or

covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Entire Agreement

It is understood and agreed that this entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between Recorder and User relating to the TriMin Land Records software program.

Automatic Renewal

This agreement shall be automatically renewed upon like terms for successive calendar year periods.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DATE _____

USER _____

By _____

Address _____

Phone _____

Fax _____

E-Mail _____

DATE _____

LE SUEUR COUNTY RECORDER

SHARON J. BUDIN

DISCLAIMER FOR INTERNET SERVICES

Access to, and use of, any web service (hereinafter "Service") provided by Le Sueur County is subject to the terms and conditions of this Disclaimer and all applicable laws and regulations, including laws and regulations governing copyrights and trademarks. For the purposes of this disclaimer, any reference to the "County" shall mean Le Sueur County, and you, the user, will be referred to as "you" (including the possessive "your") or the "user".

Your acceptance of these terms and conditions obligates you to pay for access to any service provided on this site for which a fee may exist. This includes an obligation to pay the charges incurred by third parties, whether they are your agents or otherwise, who access this and conditions and the prices charged for Service at any time. A current version of this Disclaimer can be viewed anytime by clicking on the "Disclaimer" icon that appears on your screen. Your continued use of this site and this Service after the posting of updates or revised charges for Service will constitute your agreement to those terms or charges, as modified. The County additionally reserves the right to modify or discontinue any service without notice or liability.

General Disclaimer of Liability

Neither Le Sueur County nor any of its employees shall be held liable for any improper or incorrect use of the information described and/or contained herein and assumes no responsibility for anyone's use of the information. In no event shall Le Sueur County or its employees, agents or officials, be liable for any direct, indirect, incidental, special exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this system, even if advised of the possibility of such damage. This disclaimer of liability applies to any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

Disclaimer on Accuracy and Completeness of Information

While the County uses reasonable efforts to provide accurate and up-to-date information, some of the information provided is gathered by third parties and has not been independently verified by the County. You agree that all use of these services is at your own risk, and that the County will not be held liable for any errors or omissions contained in the content of its services.

Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of information. Le Sueur County provides this information on an "as is" basis and expressly disclaims any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information. Le Sueur County assumes no liability or responsibility for the quality, content, accuracy, or completeness of the information, text, graphics, links and any other items contained on this service or any other system or service. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of Le Sueur County. Changes

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In no event shall the County be liable for any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees resulting from loss of use, data or profits, whether in action of contract, negligence or other tortious action arising out of, or in connection with, the use or performance of information available from the County, or the inability to use the information on this service, even if Le Sueur County is advised of the possibility of such damages.

The information, documents and related graphics published on this server could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein. The County may make improvements and/or changes in the services and/or content(s) described herein at any time.

Disclaimer for External Links

Le Sueur County is not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that the County is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. A link from the County to another site does not constitute an endorsement from the County. These links are provided as an information service only. It is the responsibility of the user to evaluate the content and usefulness of information from other sites. Since the County is not responsible for the availability of any outside resources or link, or their contents, you should direct any concerns regarding any external link to its administrator or Webmaster.

Choice of Law

Construction of the above disclaimers and resolution of any disputes arising from the use of this site are governed by the laws of the State of Minnesota and Le Sueur County and venue for the resolution of any actions or disputes that may arise shall be in Le Sueur County. The laws of the state of Minnesota shall apply to all uses of this data and this system. By use of this system and any data contained therein, the user agrees that use shall conform to all applicable laws and regulations and the user shall not violate the rights of any third parties. Any litigation arising from the use of this site will be tried before the Circuit Court for Le Sueur County sitting without a jury.

Copyright

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All of the products and services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos, and service marks (collectively, the "Content"), are owned by the County or licensed to the County by third-parties, and are protected by copyright, trademark and other intellectual property laws. In connection with those products and services, you agree to the following:

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parties. If a printout and/or download is made, the County and applicable third parties shall retain all rights in this material, and such a printout and/or download shall retain any copyright or other notices that may be contained therein. You understand and agree that the pricing of any information and services provided by the County is based upon the granting of a limited license to use this data, and you further agree that you will not produce a product with the Content that in any manner conflicts or competes with the County's use of this data.

- b. You will not reuse, republish or otherwise distribute the Content or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of the County or the copyright holder.
- c. You will cooperate promptly and completely with any reasonable request by the County related to an investigation of infringement of copyright or other proprietary right.
- d. You agree that the material you are accessing may constitute trade secrets and/or intellectual property of the County, and violation of this agreement may cause irreparable harm to the County.

Notice

The information provided by this service resides on a computer system funded by Le Sueur County. Anyone using this service consents to the monitoring of their use of this service by the computer system providers, authorized Le Sueur County employees, as well as security or law enforcement personnel. Communications made through this service's electronic mail and messaging system shall, in no way be deemed to constitute a filing with, or legal notice to, Le Sueur County or any of its agencies, departments, authorities, officers, directors, employees, agents or representatives, where notice to the County is required by any federal state or local law, rule or regulation.

Solicitation Prohibited

Use of the Le Sueur County Government information technology system to send unsolicited faxes or e-mail to Le Sueur County Government and its employees, agents or officials is prohibited.

Indemnification

You hereby agree to indemnify and hold harmless Le Sueur County, and its officials, agencies, officers, subsidiaries, employees, licensors and agents, from and against any and all liability, loss, claims, damages, costs and/or actions (including attorney's fees) based upon or arising out of any breach by you of your obligations under this Disclaimer. Notwithstanding your indemnification obligation, Le Sueur County reserves the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.