

**LAREDO AGREEMENT**  
**Regarding Sale of On-line Access to Real Estate Records**

THIS LAREDO AGREEMENT REGARDING SALE OF ON-LINE ACCESS TO REAL ESTATE RECORDS (hereinafter referred to as the “Agreement”) is made and entered into this day of \_\_\_\_\_, 20\_\_, by and between the County of Kalkaska on behalf of the Kalkaska County Register of Deeds, whose address is 605 N. Birch Street, Kalkaska, Michigan 49646 (hereinafter referred to as the “Register of Deeds”) and \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter referred to as the “Purchaser”).

**Recitals**

- A. WHEREAS, the Register of Deeds maintains information which is of assistance to various entities and individuals;
- B. WHEREAS, Purchaser desires to access information pertaining to real property for its own use at a price sufficient to permit the Register of Deeds to recover its costs of labor and material as well as depreciation of in-house resources; and
- C. WHEREAS, Purchaser 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 Purchaser will be subject to such changes and adjustments.

NOW, THEREFORE, for and in consideration of the mutual undertakings and agreements contained herein, the receipt and sufficiency of which is acknowledged by each party for itself, the parties agree as follows:

**Agreement**

- 1. **TERM.** The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_, and shall continue on a monthly basis. Either party may cancel this Agreement at any time upon thirty (30) calendar days advance written notice, during the original term or any renewal, for any reason or for no reason. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless canceled by either party as provided herein, this Agreement shall be automatically renewed upon like terms. If during the term of this Agreement, the Kalkaska County Board of Commissioners fails to appropriate sufficient funds to carry out the Register of Deed’s obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of or obligation of any kind to Purchaser.

2. CONSIDERATION AND TERMS OF PAYMENT. In consideration for the Register of Deeds providing Purchaser with direct access to Laredo as indicated within this Agreement, Purchaser shall pay to Register of Deeds as follows:

- a. The fees for access to the Register of Deeds' real estate records are based on a sliding scale model. The fee structure is outlined below. Purchaser will select which plan they wish to use. All plans include one login per subscription.

**Plan A:** Subscription for 0-250 minutes, including an un-watermarked view of images - \$100.00 per month. Any time used over 250 minutes shall be charged at \$0.25 per minute.

**Plan B:** Subscription for 251-500 minutes, including an un-watermarked view of images - \$150.00 per month. Any time used over 500 minutes shall be charged at \$0.23 per minute.

**Plan C:** Subscription for 501-1000 minutes, including an un-watermarked view of images - \$220.00 per month. Any time used over 1000 minutes shall be charged at \$0.18 per minute.

**Plan D:** Subscription for 1001-2000 minutes, including an un-watermarked view of images - \$320.00 per month. Any time used over 2000 minutes shall be charged at \$0.15 per minute.

**Plan E:** Subscription for Unlimited\* minutes, including an un-watermarked view of images - \$600.00 per month.

- b. In addition to the monthly fees outlined in the subparagraphs above, there will also be a \$1.00 per page charge for any documents that are printed or saved.
- c. In addition to the monthly fees outlined in the subparagraphs above, there will also be a \$1.00 per minute charge for any tract searches.
- d. The Register of Deeds reserves the right to change the fees outlined above. Upon any such change in fees, Purchaser will receive written notification from the Register of Deeds prior to being billed the new amount. In such case, the remaining terms of this Agreement will remain in effect with the new fee structure unless properly terminated according to the terms outlined in paragraph 1 above.
- e. Purchaser may switch to a different rate plan at any time, but it will not take effect until the next calendar month. The Register of Deeds must receive written notification of Purchaser's intent to change plans BEFORE the 1<sup>st</sup> day of the month in order for the change to take effect.

- f. A Purchaser joining during a monthly period will be billed for the prorated portion of the month to which they signed. The prorated amount will be based on calendar days, not business days. The day on which the Purchaser joins will become the first day of the prorated month.
- g. Upon receipt of initial payment, Purchaser will be given a password.

3. REGISTER OF DEEDS RESPONSIBILITIES.

- a. The Register of Deeds agrees to furnish on-line access to real estate records in its office. The index of records is available beginning May 20, 1992. Images of all subdivision plats, condominium plats, and certified survey maps are available. The party name index is available as soon as the document is recorded and the tract index is posted. Documents are recorded on the date presented or the next working day, but documents sent in the mail may take several days to reach the Register of Deeds office.
- b. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill his/her statutory duties. Register of Deeds obligations and Purchaser's rights under this Agreement are secondary to the statutory duties of the Register of Deeds.
- c. Service will be provided to Purchaser, on a non-guaranteed basis seven (7) days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by the Register of Deeds or by the Kalkaska County Information Systems at its sole discretion.
- d. The Register of Deeds reserves the right to add additional databases, and to offer them to Purchaser at the sole discretion of the Register of Deeds. Purchaser-access to any additional information shall be evidenced by a new writing that shall be incorporated into the Agreement and made a part hereof.

4. PURCHASER RESPONSIBILITIES.

- a. The monthly plan amount will be automatically withdrawn from the Purchaser's escrow account on approximately the 1<sup>st</sup> day of the following calendar month. All overage charges for a calendar month will automatically be withdrawn at the same time as the plan amount. All image prints will be automatically withdrawn from the Purchaser's escrow account every 15 minutes. Purchasers must at all times maintain a positive escrow balance. If the escrow balance falls below zero, then the account will automatically be suspended until a positive escrow balance is restored.
- b. Purchaser is required to establish a Laredo Connect account within 20 days of subscription activation for billing and account management purposes. Failure to

create this account will result in Purchaser's Laredo access being automatically suspended until an account has been created. The Register of Deeds has no duty to send invoices or monthly reminders to the Purchaser as these are automatically generated and available through Laredo Connect.

- c. Purchaser shall provide the Register of Deeds with a list of all employees who will receive Laredo access and their email address(es). The Purchaser shall notify the Register of Deeds immediately of any loss, theft, or unauthorized use Laredo access. Passwords may be changed and coordinated through the Register of Deeds. Purchaser is responsible for all charges incurred by their assigned Laredo logins and passwords.
  - d. Purchaser shall not in any way enhance or alter public records accessed, or attempt to do so, or disclose any confidential information contained thereon. Purchaser shall notify the Register of Deeds immediately if more than the last 4 digits of an individual's social security number is visible.
  - e. Purchaser shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the Register of Deeds. This Agreement shall not be construed to either authorize or prevent Purchaser from making duplicates or copies of any material received pursuant to this Agreement and any such copies or duplicates so made by Purchaser shall be at Purchaser's risk and expense, EXCLUSIVELY for Purchaser's sole use.
  - f. Purchaser may not wholesale or retail copies of any materials received nor provide them free of charge to any person, firm, company, association, corporation, business, partnership, or any other individual or entity of any nature whatsoever. Purchaser may, however, attach hard copies of documents received through this Agreement to title policies, abstracts, or similar single transactions to its customers.
  - g. When Laredo program is operating and after two (2) minutes of no activity, the user (who has been assigned a password as per Purchaser's request) will receive an automatic disconnect notice. Regardless of whether the user elects to continue, cancel, or disable this automatic disconnect notice, Purchaser shall pay the normal fees for all online time until the Laredo session is closed.
5. LIMITATIONS. The index is not construed to be true and complete; rather, it is a working copy subject to error, omission, and future modification. The Register of Deeds 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 Purchaser purposes, or that use of the program or information will be without defect. No consultations or advice is provided with records accessed. The Register of Deeds 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. The Register of Deeds shall have no obligation or liability whatsoever concerning any aspect of the telephone lines, including, without limitation, the installation, removal, repair, operation, malfunctioning, maintenance, implication, or circumstances regarding injury to personal property and/or signal/data transmission quality or deficiencies.

6. INDEMNIFICATION. This Agreement shall not be construed to impose any penalty, obligation, or loss on the Register of Deeds for its failure to transmit a copy of any particular document, and Purchaser shall indemnify, defend, and hold harmless the Register of Deeds, Kalkaska County, its boards, commissions, agencies, employees, and representatives against any and all liability, loss, damages, costs, or expenses which Purchaser, its officers, employees, agencies, boards, commissions, and representatives, or any third parties who have relied upon such transmittals may sustain, incur, or be required to pay by reason of the Register of Deeds failing to transmit a copy of any document required to be provided under this Agreement.
7. INABILITY TO ACCESS DATA. Purchaser agrees that the Register of Deeds 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 Purchaser and Register of Deeds.
8. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Michigan.
9. SEVERABILITY. If any part, portion, or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of this Agreement shall remain in full force and effect.
10. NOTICES. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the postmark if sent via first class mail, postage prepaid. Electronic notices, bills, invoices, and reports required by this Agreement shall also be deemed delivered as of the date of electronic mail. It shall be the duty of a party changing its address (physical or electronic) to notify the other party in writing within a reasonable time.
11. NO WAIVER OF RIGHTS. In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by the Register of Deeds of any breach of the covenants of this Agreement or a waiver of any default of Purchaser and the acceptance of any such payment by the Register of Deeds while any such default or breach shall exist shall in no way impair or prejudice the right of the Register of Deeds with respect to recovery of damages or other remedy as a result of such breach or default.

12. PURCHASER'S WARRANTY. Purchaser warrants that it has complied with all necessary requirements to do business in the State of Michigan; that the person(s) executing this Agreement on its behalf is/are authorized to do so; and, if a corporation, that the name and address of Purchaser's registered agent is \_\_\_\_\_. Purchaser shall notify the Register of Deeds immediately, in writing, of any change in its registered agent, their address, and Purchaser's legal status.
13. ENTIRE AGREEMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject hereof, and that all representations made by any officer, agent, or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement shall be valid unless they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF KALKASKA

By: \_\_\_\_\_

Its:

PURCHASER (insert name)

By: \_\_\_\_\_  
Purchaser's agent

Its: Title of Purchaser's Agent

<p>APPROVED AS TO FORM FOR COUNTY OF KALKASKA:  COHL, STOKER &amp; TOSKEY, P.C.  By: COURTNEY A. GABBARA  On: February 21, 2023</p>
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**PLAN SELECTION: Purchaser selects Plan \_\_\_\_\_ (Choose A, B, C, D or E.)**