

**LAREDO LICENSING AGREEMENT FOR
GOVERNMENTAL BODIES WITHIN THE
BOUNDARIES OF McHENRY COUNTY
For On-line Access to Real Estate Records**

This agreement made and entered into this _____ day of _____, in
the year 20_____, by and between the McHenry County Clerk & Recorder, "Licensor" and:

Licensee Name: _____

Licensee Contact Name/Title: _____

Complete Address: _____

Phone Number: (_____) _____

Email Address: _____

Laredo User Name: _____

WHEREAS, the Licensee desires to make use of the Software and the Licensor is willing to make the software available to the Licensee on the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the premises and mutual covenant herein contained, the parties agree as follows:

1. **License.** The McHenry County Clerk & Recorder grants a nontransferable, non-exclusive, and revocable license for Laredo software to the Licensee
2. **Software Entitlements:** This software shall allow the Licensee to access the McHenry County Clerk & Recorder's index of records. The current effective date will be posted on the bottom of the Laredo search screen.
 - a) McHenry County is a grantor/grantee county. For this reason, a name search is the recommended search method. However, other search methods are available as follows:
 - Legal Description
 - Document Type
 - Address
 - Property Index Number (PIN)

- b) The Licensee shall not, during the term of this agreement or any time thereafter, duplicate or knowingly permit others duplicate copies of the database, or sell copies of this database or images to third parties. If the Licensee wishes to give copies of individual documents to certain customers, Licensee will in writing, explain the source of the images to the recipient.
- c) The Licensee shall not, during the term of this agreement or any time thereafter, duplicate or knowingly permit others duplicate or copy the licensed software.

3. License Fee:

- a) Governmental bodies within the borders of McHenry County shall not be charged the fees for use of the software in the execution of their official duties.

4. **Term:** This license shall become effective immediately and shall remain in full force and effect until terminated as herein provided. This agreement will be renewed automatically, subject to price changes, unless the Clerk & Recorder is notified in writing 60 days prior to the intended termination date.

5. Exclusion of Liability:

a) Licensor does not warrant the operation of this software in any manner or for any purpose. Licensor disclaims and expressly excludes any and all warranties either expressed or implied. Specifically, the Licensor disclaims the Warranties of Merchantability and Fitness for a Particular Purpose.

b) The Clerk & Recorder shall not be liable for any failure of the system to operate, the Licensee's ability to access records, and the accuracy, quality or content of any records retrieved. Further, the Clerk & Recorder shall not be liable for any damage to the Licensee's system or loss incurred by the licensee, which may result from connecting to, or downloading from the Clerk & Recorder's site.

6. **Limitation and Liability.** The Clerk & Recorder's liability from any action arising from this agreement shall not exceed the amount of the last paid monthly license fee.

7. **Termination.** The Clerk & Recorder may terminate this Agreement at any time and for any or no reason, with or without cause, and without notice to the Licensee.

8. **Modifications:** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

9. **Assignment:** The Licensee shall not assign any of his rights to use Laredo to any third party without the written consent of the Clerk & Recorder.

10. **Waiver of Default.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provisions of this agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Clerk & Recorder.

11. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

12. **Severability.** Should any provision contained within this agreement be found, for any reason, to be invalid, illegal, or unenforceable, it shall not affect any other provision hereof, and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. **Governing Law.** This agreement shall be governed by and construed in accordance with the law of the State of Illinois. The venue and jurisdiction for any complaint at law shall be in the 22nd Judicial Circuit Court, Woodstock, Illinois.

Signature of Licensee:

_____ **Date** _____

Print Licensee Name and Title:

Signed: _____ **Date** _____

Joseph J. Tirio
McHenry County Clerk & Recorder

Attachment A

User Information:

Name of Governmental Entity _____

Name of Contact Person & Title _____

Street Address, City, State, Zip Code _____

Phone Number _____ Email Address _____

User shall select from the following plans:

Tier Selection	Tier Options	Per Minute	Subscriber Fee and Minimum Monthly Balance	Laredo Remote Print Fees
N/A	Plan 1	0 – 250 minutes	\$50/month	\$1.50 for the first page & \$0.50 for each additional page
N/A	Plan 2	251 – 1000 minutes	\$100/month	\$1.50 for the first page & \$0.50 for each additional page
N/A	Plan 3	1001 – 3000 minutes	\$200/month	\$1.50 for the first page & \$0.50 for each additional page
X	Plan 4	Unlimited minutes (Governmental Body)	NO FEE	NO FEE