

Dear Laredo User,

The **McHenry County Clerk & Recorder's Office** is upgrading their Laredo service to a new platform for invoices/payments called **Laredo Connect**.

Laredo Connect brings a number of changes and new features:

- Where currently, you are billed quarterly and in *advance* of the quarter. With Laredo Connect, you will be billed monthly *after* the month ends.
- You will now have a variety of plans to choose from, tailored to meet your needs.
- Laredo Connect also provides a new Customer Portal that allows you to manage your accounts, payments, and more!

Your Laredo Connect Access will begin July 3, 2023. Your first invoice for service and print charges will be made available in Laredo Connect as of August 1, 2023.

Please review the revised Laredo Licensing Agreement attached to this notice and as always, feel free to contact us with any additional questions you may have.

Kindest Regards,

Joseph J. Tirio

McHenry County Clerk & Recorder

Joseph J. Tirio

Walk-In: 667 Ware Road, Woodstock, IL 60098
Mail: 2200 N. Seminary Avenue, Woodstock, IL 60098
Main Phone: 815-334-4110
Web: www.mchenryrecorder.org E-Mail: jjtirio@mchenrycountyil.gov

LAREDO LICENSING AGREEMENT 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: _____

(Please create a username)

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:

In consideration for the Clerk & Recorder providing User with direct access to Laredo as indicated within this Agreement, User shall pay to the Clerk & Recorder as follows:

- a) The fees for access to the Clerk & Recorder's real estate records are based on a sliding scale model. User will select which plan they wish to use on Attachment A where fee structure is outlined.
- b) The Clerk & Recorder reserves the right to change the fees outlined on Attachment A. Upon any such change in fees, User will receive written notification from the Clerk & Recorder before 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.
- c) User may switch to a different rate plan within the first five (5) days of each month. The Clerk & Recorder must receive written notification of User's intent to change plans for the change to take effect. The prorated amounts will be based on calendar days not business days.
- d) User joining during a monthly period will be billed for prorated portion of the month of which they signed. The prorated amount will be based on calendar days not business days. The day on which a User joins will become the first day of the prorated month. Notwithstanding the foregoing, a User subscribing to and then discontinuing service in less than thirty (30) days shall be billed for a full month of service at the plan rate subscribed to.
- e) Monthly invoices will be obtained by accessing the Laredo Connect Account Management site with payments due by the 15th of the month following each billing cycle. Payments should be made on-line through the Laredo Connect Management site by ACH or Credit Card.

4. Term:

- a) All Users will be required to sign up for a Laredo Connect Profile within ten (10) days of their account establishment. Failure to create the Laredo Connect profile could result in a temporary interruption of service.
- b) 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

Billing Contact Name and Title:

Complete Billing Address:

Phone Number:

(____) _____

Attachment A

User Information:

Name of Company _____

Name of Contact Person & Title _____

Name of Billing Contact _____

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	Minimum Overage Fee	Laredo Remote Print Fees
	Plan 1	0 – 250 minutes	\$50/month	\$0.15/minute	\$1.50 for the first page & \$0.50 for each additional page
	Plan 2	251 – 1000 minutes	\$100/month	\$0.12/minute	\$1.50 for the first page & \$0.50 for each additional page
	Plan 3	1001 – 3000 minutes	\$200/month	\$0.10/minute	\$1.50 for the first page & \$0.50 for each additional page
	Plan 4	Unlimited minutes	\$250/month	Per month	\$1.50 for the first page & \$0.50 for each additional page

Laredo Remote Access User Name/Password Assignment:

Tier Selection	Employee Name	User Name	Password (will be assigned at activation)