

**PANOLA COUNTY TEXAS***Bobbie Davis, County Clerk**110 S Sycamore**Room 201**Carthage, TX 75633**(903)693-0302***LAREDO SUBSCRIPTION & LICENSE AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
and between the Panola County Clerk (Licensor) and \_\_\_\_\_  
(Licensee)

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

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. The term of this Agreement shall be from the execution date forward unless terminated pursuant to the provisions contained herein.
2. Subscriber shall select one of the following user plans:

<b>Plans</b>	<b>Plan Options</b>	<b>Subscriber Fee and Minimum Monthly Balance</b>	<b># of Users</b>	<b>Laredo Remote Print Fees</b>
Plan A	Business Plan	\$250/month	Up to 5	N/A
Plan B	Personal Plan	\$100/month	1	\$.10/pg

3. Account Fees
    - a. The Licensee for **Plan B** agrees that an escrow account with the Panola County Clerk's Office will be established and Licensee shall **maintain a balance of at least the \$100 monthly Agreement Plan plus a \$10.00 escrow copy balance.** Failure to maintain the plan rate will result in interruption of services until additional funds are added. Licensee shall maintain a positive balance in the escrow account at all times. **Licensee also agrees to pay \$0.10 per page for printed images for plan B in a remote setting. In-office prints will be \$1.00 per page.**
    - b. 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.
  4. The Licensee may change their plan. **However, changes to the plan must be made in writing no later than the 5<sup>th</sup> day of the month. The changes shall take effect that month.**
    - a. Licensee agrees to promptly notify, in writing, the Panola County Clerk's Office of any changes in staffing that affect the assignment of Laredo users. The Licensee agrees to promptly remove, by notifying the Licensor, 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 user names and passwords.
    - b. Invoices, statements, and reports regarding Laredo will be provided via Laredo Connect. Laredo Connect is an online portal provided at no additional charge to the Purchaser for this purpose. **User is required to create a Laredo Connect account within 10 days of subscription beginning. Failure to do so will result in the Laredo login being locked until a Laredo Connect account has been created.**
  5. Neither Panola County, 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.
  6. 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.
  7. 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 indexes to third parties, *with the exception of the Licensee's client and/or client's legal representative.* Any 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.
  8. The Licensee shall indemnify and hold harmless the Licensor and its officers, agents, officials, and
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employees from and against any and all claims, actions, causes of action, judgments, liability, costs and expenses, including attorney's 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.

9. This Agreement shall not be assigned, transferred or otherwise disposed of by the Licensee except with the written consent of the Licensor first obtained. Consent to assign, sublet or otherwise dispose of any portion of this Agreement shall not be construed to relieve Licensee of any responsibility for the fulfillment of this Agreement.
  10. The Licensee agreement is revocable at the will of the Licensor, and may be terminated by the Licensor upon ten (10) days by which prior written notification to the Licensee of the intent to terminate. Licensee may terminate agreement with thirty (30) day written notification to the Licensor.
  11. The Agreement may be amended only by written instrument signed by both the Licensor and the Licensee.
  12. The Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.
  13. 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.
  14. Any notice required to be delivered hereunder shall be effective if given in writing and shall be deemed received when delivered personally or by mail.
  15. 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 Illinois. 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 which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Illinois. 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 for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
  16. Licensee shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
  17. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any
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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 hereto have executed this Agreement on the dates subscribed below.

**PANOLA COUNTY CLERK (Licensor)**

\_\_\_\_\_  
Bobbie Davis, County Clerk, Panola County Texas

\_\_\_\_\_  
Date

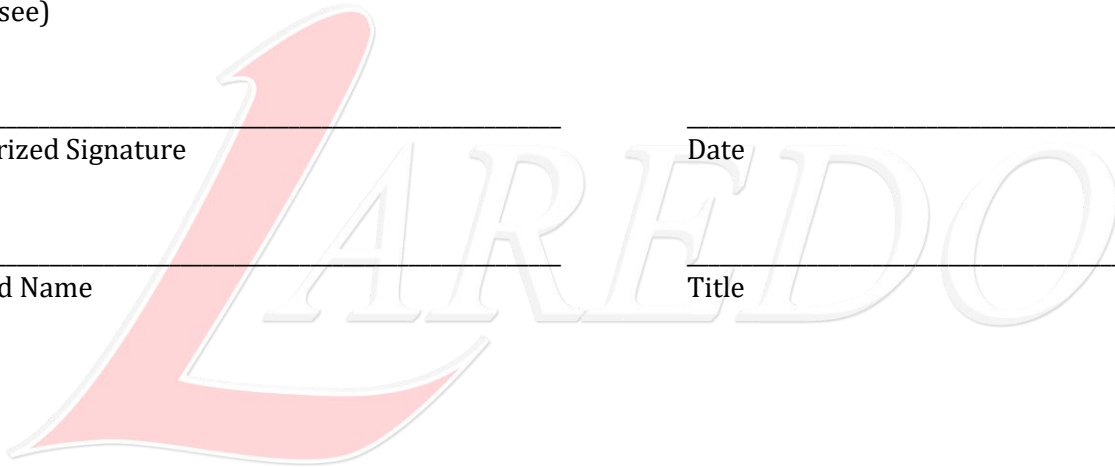
\_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**PANOLA COUNTY TEXAS***Bobbie Davis, County Clerk**110 S Sycamore**Room 201**Carthage, TX 75633**(903)693-0302***User Name/Password Assignment**

*There are no character restrictions on user names. Password will be assigned by the county at the time of activation.*

**Attachment to "A"  
To**

**LAREDO SUBSCRIPTION & LICENSE AGREEMENT****Regarding Purchase of On-line Access to Real Estate Records****Subscriber Information:**

Name of Contact Person: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Saved Search Text Alert: \_\_\_\_\_ Saved Search Email Address: \_\_\_\_\_

**Subscriber shall select from the following user plans:**

<b>Quantity Of Plans</b>	<b>Plan Selection</b>	<b>Plan Options</b>	<b>Subscriber Fee and Minimum Monthly Balance</b>	<b># of Users</b>	<b>Laredo Remote Print Fees</b>
	Plan A	Business Plan	\$250/month	Up to 5	N/A
	Plan B	Personal Plan	\$100/month	1	\$0.10/pg

**Laredo Remote Access User Name/Password Assignment**

<b>Plan Selection</b>	<b>Employee Name</b>	<b>Email</b>	<b>User Name</b>	<b>Password *TO BE ASSIGNED BY THE COUNTY</b>

***Licensee agrees to promptly notify the Panola County Clerk's Office in writing of any changes in staffing that affects the assignment of Laredo user names. The Licensor agrees to promptly modify/remove by notifying the Licensee 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.***

\_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title