



Renville
 COUNTY
 Service · Stewardship · Shared Responsibility

Renville County LandShark

Submit to the Renville County Recorder's Office:

- Signed Agreement
- Initial fee plus two months of subscription level you choose.

Renville County Enhanced Remote Access Agreement

This agreement is entered into by and between the County of Renville, through its Recorder/ Registrar's of Titles Office, 500 East DePue Avenue, Suite 203, Olivia, MN 56277, a body Corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "**County**" and

<i>(Insert full name and mailing address)</i>

hereinafter referred to as the "**Subscriber**".

WITNESSETH:

WHEREAS, the County has created data bases and electronic data compilations relating to certain real property records maintained by the County as a political subdivision of the State of Minnesota; and

WHEREAS, the County may charge a reasonable fee for providing enhanced access to data otherwise accessible; and

WHEREAS, the Subscriber wishes to have "enhanced remote access" to the above-mentioned data bases and electronic data compilations made available to the Subscriber pursuant to the terms and conditions set forth in this Agreement below.

NOW THEREFORE in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

I. COUNTY DATA BASE ENHANCED REMOTE ACCESS

A. License

The County grants the Subscriber a nonexclusive, nontransferable, limited license access to certain real property databases and electronic data compilations through enhanced remote access during the terms of this Agreement.

B. Limitation of License

Neither the databases, electronic data compilations, nor any portion of either thereof, accessed through means of the enhanced remote access, may be used outside the scope of the Fair Use Provisions of the United States Copyright Act, 17 U.S.C. 107 and the Minnesota Data Practices Act, Minn. Stat. Ch. 13 unless authorized by the County's prior written permission. The County acknowledges that the Subscriber's "regular course of business" includes using the information provided by the County in the preparation of title searches, appraisals, title work, title abstracts, and title insurance; all of which will be prepared and/or furnished for resale to the Subscriber's customers. The Subscriber acknowledges that the County's databases and electronic data compilations have commercial value.

C. Rights and Data

Except for the license granted herein, all rights, title and interest to all processes, formats, languages and media throughout the world, which record, demonstrate and or facilitate, the creation and utility of the County's data bases and electronic data compilations, including all copyrights available thereto, are and shall continue to be the exclusive property of the County.

D. County Charges

The County Board sets charges payable by the Subscriber for the enhanced remote access to the County's databases and electronic compilations described in this Agreement. Check with the County Recorder for current fees. Additional information pertaining to charges may be found in Schedule A attached hereto and made a part of this Agreement. The County's charges for this non-entitlement service may be modified upon thirty- (30) days notice to the Subscriber in writing or online.

E. Disclaimer of Warranties and Limitation of Liability

The County's goods and services provided pursuant to this Agreement are provided "as is", without warranty of any kind, express or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. The Subscriber's exclusive remedy and the County's entire liability hereunder, if any, for any claim(s) for damages relating to the County's databases and, or electronic data compilations, which are made against them, individually, or jointly, whether based in contract or negligence, shall be limited to the amount of the remote access charges paid by the Subscriber relative to the period of occurrence of the events which are the basis of the claim(s); provided, however, that the County shall have no liability whatsoever to the Subscriber for any claim(s) relating in any way to:

- 1) the Subscriber's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the County; and
- 2) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Subscriber's rights hereunder or use of, or inability to use, the County's database and, electronic data compilations, even if the County has been advised of the possibility of such damages. Further, the County shall have no liability whatsoever to the User for any claim(s) relating in any way to any databases and, or electronic data compilation.

F. Confidentiality

The Subscriber agrees not to disclose any information relating to the Subscriber's Access code, password, or any other information to the County's computer security system. Any violation of this section by the Subscriber shall constitute a material breach of this Agreement.

G. Access

The County shall maintain the right to deny, postpone, or cancel the enhanced remote access at any time and without prior notice. Such termination of access will not constitute a material breach of this Agreement if the customer's enhanced remote access is reinstated within a reasonable period of time.

II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

A. Subscriber's Equipment

The Subscriber's enhanced remote access to the County's databases and electronic data compilations shall be facilitated via the Internet. The Subscriber is responsible for providing and maintaining all hardware, software, modem, telephone access, and all other equipment required to access the County's databases and data compilations through the enhanced remote access.

III. GENERAL PROVISIONS

A. Billing and Payment

The County will require Subscriber to pay for initial access and the first two monthly charges when receiving a signed Agreement. The County shall then invoice Subscriber a month in advance for remote access to the county's databases. If payment is not received, the County will lock down the Subscriber's "remote access" to the County's database starting the first day of the month not paid for. If the level Subscriber has chosen is insufficient during the month, the Subscriber may pay the additional fee to increase to the next level. The following month, the Subscriber will remain at the higher level.

B. Taxes

Charges are exclusive of sales, use and other taxes, which are the responsibility of the Subscriber.

C. Responsibility of Subscriber

The Subscriber shall be responsible for all remote access to and use of the County's databases and data compilations by the Subscriber's personnel or by means of the Subscriber's equipment or passwords, whether or not the Subscriber has knowledge of or authorized such remote access and use.

D. Limitation of Claims

Except for claims relating to charges of improper use of the County's databases and, or data compilations, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use the County's databases and, or electronic data compilations, may be made or action based upon such claim brought, to any party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

E. Termination

This Agreement shall continue in force until terminated by prior written notice of termination to the other party. Notwithstanding the foregoing, this Agreement may be terminated at any time by the County, with or without cause. The Subscriber may terminate this Agreement, with or without cause, upon thirty- (30) days written notice to the County.

F. Integrated Agreement

This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

G. Representation

The undersigned have read and understand the entire contract and now state, and in consideration of this Agreement agree, that no representation, promise, or agreement not expressed in this Agreement has been made to induce the undersigned to enter into it.

H. Amendments

All material alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

- I. **Interrupted Performance Beyond Control of County**
The County's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

- J. **Governing Law and Venue**
This Agreement shall be governed by the construed under the laws of the state of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in state district court at Olivia, Minnesota.

- K. **Assignment**
Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by the Subscriber without the County's prior written consent.

- L. **Savings Clause**
Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

- M. **Non-waiver**
Failure of any party to enforce any provisions of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

- N. **Incorporation**
Schedule A is incorporated verbatim as a part of this Agreement

- O. **Notices**
All notices hereunder shall be delivered in person or by United States mail to the following

RENVILLE COUNTY:

Recorder/Registrar of Titles
500 East DePue Avenue, Suite 203
Olivia.MN 56277
Phone 320-523-3669

Requested Participation Level

Please list my company at the following participation level:

(Please check the appropriate box)

<input type="checkbox"/>	Level 1:	\$50.00/month (up to 250 images per month)
<input type="checkbox"/>	Level 2:	\$100.00/month (up to 900 images per month)

SUBSCRIBER: (insert name, title, mailing address & phone number)

Name:
Title:
Mailing Address:
Email Address:
Phone #

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective this _____ day of _____.

SUBSCRIBER

By: _____
Printed name: _____
Recorder
Printed title: _____

RENVILLE COUNTY

By: _____
County Recorder, Renville County

By: _____
Printed name: _____
Recorder
Printed title: _____

RENVILLE COUNTY ENHANCED REMOTE ACCESS AGREEMENT
Schedule A

1. The County at its sole option may terminate or interrupt the Enhanced Remote Access to its databases and electronic compilations at any time, without prior notice, and for any reason.
2. The Subscriber is allowed remote access to certain county databases and electronic data compilations. Remote access will be available at all times possible. Interruption for backups, downed systems, etc. will occur without notice and for any reason.
3. The Subscriber hereby agrees to pay the County non-refundable charges as adopted by resolution defined as:

Initial Setup/License Fee	\$50.00 (per site)
Level 1:	\$50.00/month (up to 250 images per month)
Level 2:	\$100.00/month (900 images per month)

4. A minimum two-month subscription is required along with setup fee. (This constitutes your first and last month subscription).
5. Upon receipt of this signed Agreement and payment Subscriber will be notified when their account is activated.