

**REGISTER OF DEEDS
ON LINE ACCESS SUBSCRIPTION AGREEMENT**

This Register of Deeds On-Line Access Subscription Agreement is made and entered into this _____ Day of _____ 20____, by and between Chase County Register of Deeds and _____ (“Subscriber”).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SERVICES

Chase County agrees to provide to Subscriber on-line access to documents that have been recorded in the Chase County Register of Deeds office (“records”).

Subscriber will access the online subscription service through the website of the Fidar Companies, Inc. (www.fidlar technologies.com). Laredo software must be downloaded in order to use the service. Neither the county nor the Register of Deeds assumes any responsibility for the operation of Fidar’s website or of the Laredo software. Subscriber acknowledges and agrees there may be times during which the Subscriber may not be able to access the records online due to circumstances both within and outside Chase County’s control and time during which the Subscriber’s access may be interrupted. No refunds will be made on account of any time the online system is unavailable.

Subscriber will obtain a username and password from the Register of Deeds.

DISCLAIMER OF WARRANTIES

The records accessible through the subscription service may not be true, complete, and accurate. They are a working copy of the records and are subject to error and omission and to future changes and updating. The Subscriber acknowledges and agrees that this service is for informational purposes only. Chase County and the Register of Deeds expressly disclaim any express or implied warranties regarding the records, information, products, or services provided under this Agreement. Neither Chase County nor the Register of Deeds Office, their officers, employees or agents shall be liable for any damages or losses that result from the Subscriber’s use or inability to access any part of the records or from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance. The Subscriber assumes the sole responsibility for all use of the records obtained under this Agreement and agrees to indemnify and hold Chase County and the Register of Deeds harmless from any liability or claim of any nature arising out of or resulting from such use.

SUBSCRIBER'S RESPONSIBILITIES AND CERTIFICATION

Subscriber agrees that its use of the records and the records obtained under this Agreement will be solely for purposes authorized by law and that such records will not be released or distributed unless authorized by law.

Subscriber shall take all necessary and appropriate security measures to ensure that Subscriber's user name and password are not disclosed to other persons or entities. Subscriber shall not share, loan, assign, transfer, or release its username or password to any other person or entity.

Subscriber makes the following certification pursuant to K.S.A. 45-220(c)(2): Subscriber does not intend to, and will not (A) use any list of names or addresses contained in or derived from the records or information for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed; or (B) sell, give, or otherwise make available to any person any list of names or addresses contained in or derived from the records or information for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed.

Subscriber has read K.S.A. 45-220 and 45-230 regarding the prohibition against the use of the records obtained under this Agreement for direct or indirect solicitation and agrees to comply with all applicable laws regarding the use of such records.

Subscriber is solely responsible for its use of the online service offered under this Agreement. Subscriber agrees that it will not use such service or the records obtained under this Agreement for any illegal purpose, in infringement of copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.

The conditions contained in this Agreement and the prohibitions on use of the records shall not expire upon revocation or termination of this Agreement, and the certification made pursuant to this section shall remain in effect and shall apply to Subscriber and its use of the records and information from the records after any termination of this Agreement.

Chase County will revoke this Agreement and Subscriber's right to access the records without notice if it believes that Subscriber is violating the terms of K.S.A. 45-220 (c)(2). In such event no refund of any part of the subscription fee will be made.

TERMINATION

This Agreement shall continue from month to month until terminated by either party. Either party may terminate this Agreement with or without cause by giving thirty days written notice to the other party.

This Agreement shall automatically terminate if Subscriber does not make the payment due under this Agreement 30 days from the date of invoice.

Chase County may immediately terminate Subscriber's right to access the records without notice if the Subscriber violates any of the terms of this Agreement. In such event no refund of any part of the subscription fee will be made.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions.

The person signing this Agreement is duly authorized by the Subscriber to execute the Agreement on behalf of the Subscriber and to bind the Subscriber.

This Agreement may be modified or amended only in writing executed by both parties.

This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter of this Agreement.

The Subscriber shall not sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of Chase County Register of Deeds.

FEES AND PAYMENTS

The customer will need to select from the following plans which remote access plan they would like to subscribe.

CHASE COUNTY LAREDO PRICING SCALE

<u>Per-Minute Plan Charges</u>		<u>County Charge to Subscriber</u>
Plan	Price	Overage
0-250 minutes	\$75/mo	0.25 per minute overage
251-1000 minutes	\$150/mo	0.20 per minute overage
1001-3000 minutes	\$250/mo	0.15 per minute overage
Unlimited	\$400/mo	

**** Per minute charge for each minute over the signed-up**

*****\$0.10 print fee per every page that is printed**

Failure to pay the monthly subscription fee 30 days from the date of the invoice may result in termination of this Agreement and denial of all subsequent access to the records.

SUBSCRIBER INFORMATION

By _____

Printed Name _____

Title _____

Name of Company _____

Street Address _____

City, State, Zip Code _____

Telephone _____

E-Mail _____

Username _____

Password _____

Chase County Kansas

Register of Deeds

Instructions:

1. Read, complete and sign the Online Access Subscription Agreement
2. Write a check for the amount of which remote access plan you have chosen.
3. Mail check and signed agreement to:

Chase County Register of Deeds

300 Pearl St.

PO Box 529

Cottonwood Falls, KS 66845