

ONLINE SEARCH SERVICE AGREEMENT

Carole Wilkerson, Recorder of Deeds

Cedar County, Missouri

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Cedar County Recorder of Deeds, 113 South Street, Stockton, Missouri 65785 and the following subscriber:

Subscriber/Company Name:\_\_\_\_\_

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

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

Phone number:\_\_\_\_\_

Fax number:\_\_\_\_\_

Email address:\_\_\_\_\_

PROVISION OF ACCESS AND ACCEPTABLE USE

The Recorder agrees to furnish online access to real estate records via the internet. Access to and use of the system by the company is a privilege that may be revoked by the Recorder at any time and for any reason including, but not limited to the failure of the company to adhere to the terms set forth in this Agreement.

All information contained in the system is public information and is in no way intended to refer to, or be applicable to, any specific person, case, or situation.

The Recorder does not warrant or represent that the system will meet any specific requirement that the company may have, or that it will be error-free or uninterrupted. The system will be available 20 hours per day, seven days a week, subject to backup, and may be subject to unavailability at any time and without prior notification.

The information provided in the system is offered as a service and is not intended to be a complete substitute for individual professional consultation. Adequate professional guidance for making important personal decisions cannot be provided through an electronic format of this type. Advice regarding individual problems or circumstances should be obtained personally from a professional.

Under no circumstances is it permissible for company to allow any type of “mining” for images or allow third parties to attach or link to Cedar County's online service.

Searches are unlimited however printing is limited to 100 documents per month.

The information in the system has been secured and protected from intentional or unintentional misuse by authorized and unauthorized parties. Any misuse of the system including but not limited to attempted access to unauthorized areas of the system, disclosure of the company's access password to any other party, or intentional or unintentional acts to disrupt the system's services or corrupt the systems information will be grounds for immediate termination of this Agreement. The Recorder reserves all legal rights for any attempted misuse of the system and any resultant outages or system failures.

#### WAIVER OF LIABILITY

The Recorder shall not be liable for any direct or indirect, incidental, or consequential damages (including information) sustained or incurred in connection with the use of, operation of, or inability to use the system.

The company agrees not to hold Cedar County, its elected officials, officers and employees liable for any claim or liability resulting from, due to, or arising out of the company's connection to or use of the system.

The company agrees to indemnify Recorder for any loss suffered to the Recorder as a result of company's use of the system and company further agrees that any harm determined to be a result of information retrieved from the system or derived from the use of the system is solely the responsibility of the company.

#### THE COMPANY'S FINANCIAL RESPONSIBILITY

The company shall pay a monthly subscription fee of \$150.00 per subscription to the Recorder for access to the system. Companies desiring online service at more than one location must execute a separate subscription agreement for each additional location and will be required to pay the monthly subscription fee.

This Agreement must be executed and the first month of online service (\$150.00 per subscription) paid before a password will be issued. It is suggested that the company change passwords periodically for security. Payments shall be due on the first day of each month. Payments not received by the 5<sup>th</sup> day of each month will cause the account to be deactivated until payment is received in full.

The Recorder reserves the right to adjust the subscription fee on an annual basis. The Recorder will provide written notice of the adjusted subscription fee and the company shall be responsible for payment of the adjusted fee within thirty (30) days of notification.

Limited Subscription Agreement: Subject to the terms and conditions of this Agreement, the Recorder grants the company a non-exclusive non-transferable, limited subscription to obtain copies of recorded real estate documents by downloading the same from Recorder's website, to be used solely in the regular course of the company's business. The company, its parents and subsidiaries or affiliates of the company are specifically prohibited from disseminating any data or information obtained, except as specifically authorized under this paragraph. The Agreement granted hereunder shall include the right to quote and incorporate portions of the records in memoranda, title policies, abstracts and similar work product created by the company for its

customers, and the right to create copies of the records from the database for the company; provided however that such copies shall not be created, copied, resold, loaned or otherwise provided in bulk in any medium to any person or entity.

The company's violation of this Agreement shall constitute a material breach of the Agreement.

The company shall utilize the system for its sole use. Any violation of this provision shall constitute grounds for immediate termination of this Agreement.

#### SERVICE HOURS AND RECORDS CURRENTLY AVAILABLE ONLINE

The land records index is currently available beginning with 1971 however, it is updated daily. Office workdays are Monday through Friday except for county holidays. Online service will be available 20 hours per day, seven days a week unless technical difficulties occur which will be addressed on workdays. Scanned images are available beginning with the year 1971 through the current date. Back file indexes and images are added as time allows.

#### DISCLAIMER

The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification. The company shall not hold the Recorder responsible to the company, its employees, members or customers for the accuracy, completeness, or availability of any information retrieved via the system.

Copies created from the online database are not certifiable copies. Certified copies must be purchased from the Recorder.

TERM OF AGREEMENT

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue through \_\_\_\_\_. This Agreement shall be automatically renewed for consecutive calendar year terms, unless terminated by either party.

Upon reconciliation of any money owed by the company, either party may terminate this Agreement after providing a thirty day written notice.

ENTIRE UNDERSTANDING AND CONTROLLING LAW

This Agreement sets forth the entire understanding between the parties with respect to the subject matter and supersedes any prior oral and written communications and agreements.

This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of Missouri.

The undersigned, affirms that they have full authority to execute this Agreement as the designated representative on behalf of the company and Recorder.

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Company Representative/Title Date

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Carole Wilkerson, Cedar County Recorder of Deeds Date