

KANABEC COUNTY ENHANCED REMOTE ACCESS AGREEMENT

This agreement is entered into by and between the County of Kanabec, through its Recorder/Registrar of Titles Office, 317 Maple Avenue East, Mora, Minnesota 55051, a body Corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as “the County”, and (insert full name and mailing address)

hereinafter referred to as “Subscriber”.

WITNESSETH:

WHEREAS, the County Recorder 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, Subscriber wishes to have “enhanced remote access” to the above mentioned data bases and electronic data compilations made available to 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 Subscriber a nonexclusive, nontransferable, limited license to access certain real property databases and electronic data compilations through enhanced remote access during the term 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 Provision 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.

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

Charges payable by Subscriber for the enhanced remote access to the County's data bases and electronic data compilations described in this Agreement are set forth in Schedule A. The County's charges for this non-entitlement service may be modified upon thirty (30) days' notice to Subscriber in writing or on-line.

E. Disclaimer of Warranties

Goods and services provided by the County 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.

F. Limitation of Liability

Subscriber’s exclusive remedy and the County’s entire liability hereunder, if any, for any claim(s) for damages relating to the County’s data bases 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 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 Subscriber for any claim(s) relating in any way to: (1) 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; or (2) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to Subscriber’s rights hereunder or use of, or inability to use, the County’s data bases and, or 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 Subscriber for any claim(s) relating in any way to any data base and, or electronic data compilation.

G. Hold Harmless

Subscriber agrees to defend, indemnify, and hold harmless Kanabec County, its board, officers, employees, and agents, from any claims, demands, actions or causes of action, including reasonable attorney’s fees and expenses arising out of any act or omission on the part of Kanabec County, its board, officers, employees, and agents arising out of its obligations under this Agreement.

H. Confidentiality

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

I. 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 .

J. Prohibition on Data Mining

Data mining is **PROHIBITED**. Massive downloads of data, files, images, etc., can cause major slow downs and crashes of County systems. Kanabec County's Web Portal and associated data bases are not designed for, nor are they intended for large data downloads. **Large, Mass, and/or Continuous downloading are prohibited.** Using web technologies such as "bot" programs or any other program, system, or method to perform massive downloads of images or data from the Kanabec County Recorder's program or system is **PROHIBITED**. Any use of any portion of the Kanabec County Recorder's data base systems and data compilations to create private company data base systems for data or image distribution is **PROHIBITED**. Any such action would be a misuse of the Kanabec County Recorder's data bases. Any violation of this section shall constitute a material breach of this Agreement.

II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS (Subscriber's Equipment)

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

III. GENERAL PROVISIONS

A. Billing and Payment

Subscriber shall maintain an escrow account for payment of all charges regarding the county's "remote access" for data bases and electronic data compilations. Subscriber's escrow account shall be reduced by the amount of all charges. If such payment is unavailable in Subscriber's escrow account, Subscriber's "remote access" to the County Recorder's database may be discontinued.

B. Taxes

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

C. Responsibility of Subscriber

Subscriber shall be responsible for all remote access to and use of the County's data bases and data compilations by Subscriber's personnel or by means of Subscriber's equipment or passwords, whether or not 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 data bases 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 data bases and, or electronic data compilations, may be made nor 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. 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. Representations

No representations not set forth herein have induced the making of this contract. 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 materials 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. Force Majeure

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 and 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 the State of Minnesota District Court, Tenth Judicial District, County of Kanabec, located in Mora, Minnesota.

K. Assignment

Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by 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. Nonwaiver

Failure of any party to enforce any provision 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 hereby incorporated by reference is hereby made a part of this Agreement.

O. Notices

All notices hereunder shall be delivered in person, via e-mail or by United States mail to the following: SUBSCRIBER (insert name, title and mailing address)

KANABEC COUNTY
Lisa Holcomb
Recorder and Registrar of Titles
317 Maple Avenue East
Mora MN 55051

Phone # _____

E-MAIL ADDRESS: _____

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

SUBSCRIBER

KANABEC COUNTY

BY: _____

Name

BY: _____

Lisa Holcomb, Recorder/Registrar

Title: _____

Dated: _____

Dated: _____

USERS: _____

KANABEC COUNTY ENHANCED REMOTE ACCESS AGREEMENT

SCHEDULE A

1. The County at its sole option may interrupt the enhanced remote access to its data bases and electronic data compilations at any time, without prior notice, and for any reason.
2. 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. may occur without notice and for any reason.
3. Subscriber hereby agrees to pay the County non-refundable charges:
Initial Set-up: \$50.00 (add additional users over 2 - \$5.00 each)
Yearly Administrative Fee: \$50.00 from escrow every January – if your account doesn't have the \$50.00, it will be closed.

Escrow – no escrow balances over \$500 will be allowed	Credit Card – see the Landshark login for more information.
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4. Fees as follows - Tract books - \$5.00 per download, Torrens Certificates - \$5.00 per download, plats - \$5.00 per download, images \$.25 each.
5. Any account that has been dormant for 2 years and has a balance less than the amount of the administrative fee will be closed and the balance will be used for administrative fees and not refunded.