

**MORRISON COUNTY
ENHANCED REMOTE ACCESS AGREEMENT**

This Agreement is entered into by and between the County of Morrison, 213 1st Ave SE, Little Falls, MN 56345, a body Corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "**County**," and (insert full name, physical address and mailing address)

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

WITNESSETH:

WHEREAS, the County has created databases and electronic data compilations relating to certain real and personal 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 County has further developed software and systems to provide the information from these separate systems in a combined and enhanced interface which provides a substantial benefit to the Subscriber; and

WHEREAS, the Subscriber wishes to purchase "enhanced remote access" to the above-mentioned databases 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 DATABASE ENHANCED REMOTE ACCESS

A. License

The County grants the Subscriber a nonexclusive, nontransferable, limited license to access certain real and personal property databases and enhanced 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.

The Subscriber shall not in any way enhance or alter public records accessed, or attempt to do so, or disclose any protected nonpublic data, nonpublic data, private data and confidential data, as these terms are defined by Minn. Stat. Ch. 13, contained therein. The Subscriber shall not sell any copies of the records accessed.

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 databases 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 the Subscriber for the enhanced remote access to the County's databases and electronic data compilations described in this

Agreement are set forth in the County Fee Schedule and referenced in

Schedule A. The County's charges for this non-entitlement service may be modified upon thirty (30) days notice to the Subscriber in writing or posted on-line.

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); or
- (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 databases 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 the Subscriber for any claim(s) relating in any way to any databases and/or electronic data compilation.

F. Confidentiality and Security

The Subscriber agrees not to disclose any information relating to the Subscriber's access code, password, or any other information relating 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 Subscriber will allow only employees of the Subscriber to access the enhanced remote access. Furthermore, the Subscriber shall be solely responsible for ensuring that Subscriber's employees are not security risks, and upon the County's request, the Subscriber will provide any information reasonably necessary for the County to evaluate network security issues relating to access to the County network services.

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.

H. Prohibition on Data Mining

Data mining is prohibited. Massive downloads of data, files, images, etc., cause major slowdowns and crashes of County systems. Morrison County's data bases are not designed for, nor are they intended for large data downloads. Large, mass and/or continuous downloading is prohibited. Using web technologies such as "bot" programs or any other program, system, or method to perform massive downloads of images or data from any Morrison

County program or system is prohibited. Any use of any portion of Morrison County data base systems and data compilations to create private company data base systems for data or image distribution of Morrison County records is prohibited. Any such action would be a misuse of Morrison County property, programs, systems, data bases and data compilations. Any violation of the Prohibition On Data Mining shall constitute a material breach of this Agreement and shall result in immediate termination of Subscriber's license.

II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

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

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 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. 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. 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 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. 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 state district court located in Little Falls, 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. 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 incorporated verbatim as a part of this Agreement.

O. Notices

All notices hereunder shall be delivered in person, by email, by fax or by United States mail to the following:

SUBSCRIBER

(insert name, title, and mailing address)

Chairman

Morrison County Board of Commissioners

Morrison County Government Center

213 1st Ave SE

Little Falls, MN 56345

IN WITNESS WHEREOF, the authorized representatives of the parties hereto

have executed this Agreement effective this _____ day of _____, _____

SUBSCRIBER**MORRISON COUNTY**

BY: _____

BY: _____

Name

Jennifer Sanders, Recorder

Title: _____

Date: _____

BY: _____

Name

Title: _____

**MORRISON COUNTY LAND RECORDS MODERNIZATION SYSTEM
SUBSCRIPTION FEE SCHEDULE**

SCHEDULE A

1. The County at its sole option, may interrupt the enhanced remote access to its databases and electronic data compilations at any time, without prior notice, and for any reason.
2. The Subscriber is granted remote access to certain County databases and electronic data compilations through enhanced access enabling software. Remote access will be available at all times possible. Interruption for reasons including maintenance, backups, downed systems, etc. may occur without notice and for any reason.
3. The Subscriber hereby agrees to pay the County non-refundable charges, as set forth in the County Land Records Modernization Fee schedule, as follows:
 - i. All payments will be made by check but managed internally by an escrow payment system.
 - ii. The initial setup payment fee is \$50.00 plus \$10.00 per user.
 - iii. Images printed from the LandShark system will be charged against the escrow balance at 25 cents per document page.
 - iv. Tier I user fee is: ***\$50.00 per month*** and includes primary user account access and self managed additional logins for the Subscribers staff. Tier I users include: Appraisers, Attorneys, Surveyors, Title Companies, Abstractors, Closing Companies, Banks/Credit Unions/Financial Services, Realtors and Loan/Mortgage Companies
 - v. Tier II user fee is: ***\$25.00 per month*** and includes primary user account access and self managed additional logins for the Subscribers staff. Tier II users include: Building Contractors, Construction Companies, Insurance Agents, Investment Companies, Land Management Agents, Logging Companies, Map Maker Firms, Newspaper Reporters, Plat Book Publishers, Utility Companies, and Well Drilling Companies
 - vi. Tier III user fee is: ***\$ 12.50 per month*** and includes primary user account access and self managed additional logins for the Subscribers staff. Tier III users include: Condo Organizations/Timeshares, Bonding Agents, Building/Electrical Inspectors, Credit Bureaus, Escrow Agents, Home Interior Retailers, Landlords, Marketing People, Resorts, Tax Preparers, and Data Retrieval Companies

**MORRISON COUNTY ESCROW
REQUEST/AUTHORIZATION FORM**

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email address of contact person: _____

Phone Number : _____

Escrow Funds may be used for:

- *Enhanced remote access to land records and parcel viewer, including initial set-up fee, monthly subscription fee, and escrow amount for document images.*
- *Recording Fee (including fees for recording, well disclosure fees, and certified copies requested when a document is recorded)*
- *Enhance remote access to Copies made in the office by the customer and documents faxed.*
- *Copies made in the office by the customer and documents faxed.*

On behalf of the above named company, I authorize the Morrison County Recorder/Registrar to reduce my escrow balance for the above service charges.

Authorized Signer: _____

Print Name: _____

Title: _____

Date: _____

LANDSHARK SUBSCRIPTION

USER ID

(please use an
email address)

FIRST NAME

LAST NAME

COMPANY

ADDRESS

CITY

STATE**ZIP**

PHONE**FAX**

E-MAIL

CHOOSE TYPE OF USER

TIER I \$50.00

TIER II \$25.00

TIER III \$12.50

(Explanation of the Tiers and per image fees are on the LandShark home page under the ABOUT button.)

Subscriber and per image fees are to be paid on a quarterly basis. There is a one-time set up fee of \$50.00 and \$10.00 per user. Return the completed Remote Access Agreement, the Subscription Form, along with a check for amount you wish to escrow for three months to include image copy fees. You will receive a copy of the signed Remote Access Agreement along with your USER ID and PASSWORD. If you have any questions, please direct them to Tina Wagner at 320-632-0146 or tinaw@co.morrison.mn.us or Brad Bolton at 320-631-0834 or bradb@co.morrison.mn.us

Mail the completed form and check to the:

Morrison County Recorder's Office

Government Center

213 SE 1st Ave

Little Falls, MN 56345