

ONLINE SEARCH SERVICE AGREEMENT

This Online Search Service Agreement is made and entered into between Gloria Boyer, the Platte County Recorder of Deeds, 415 Third Street, Suite 70, Platte City, Missouri 64079, hereinafter referred to as “Recorder”, and the following described subscriber, hereinafter referred to as “Customer”:

Name: _____

Contact Person: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

In consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. **ACCESS TO RECORDS.** Subject to the terms and conditions of this Agreement, the Recorder hereby grants customer a non-exclusive, non-transferrable limited subscription to obtain copies of real estate documents recorded in the Platte County Recorder of Deeds office by downloading those documents from Recorder’s website, with the documents to be used solely in the regular course of Customer’s business. Customer, its parents, subsidiaries or affiliates are specifically prohibited from disseminating any data or information obtained, except as specifically authorized under this paragraph. The rights granted pursuant to this Agreement shall include the right to quote and incorporate portions of the records in memoranda,

title policies, abstracts and similar work product created by Customer for its customers, and the right of Customer to create copies of the records from the database for its use; provided, however, that such copies shall not be created, copied, resold, loaned or otherwise provided in bulk in any medium to any other person or entity.

Customer shall utilize the system solely for its own use. Customer's violation of the provisions of this paragraph shall constitute a material breach of the Agreement. Any violation of this provision shall constitute grounds for immediate termination of this Agreement.

2. **TERM OF AGREEMENT.** The term of this Agreement shall commence on _____, 201_____, and shall continue through December 31, 201_____. This Agreement shall be automatically renewed for consecutive calendar year terms unless terminated by either party. Upon reconciliation of any money owed by Customer, either party may terminate this Agreement upon thirty (30) days written notice.

3. **PAYMENT.** In consideration of the subscription rights granted herein, Customer shall pay to Recorder in accordance with the payment plan designated below:

Customer shall have the right to access up to:

_____ 700 documents per month - \$150.00 monthly

_____ 1,500 documents per month-\$200.00 monthly

_____ 2,500 documents per month-\$250.00 monthly

_____ 100 documents per month-\$600.00 annually

_____ 700 documents per month-\$1,500.00 annually

All payments shall be made in advance on or before the first day of each month. If Recorder has not received payment from the Customer by the 5th day of each month,

Customer's account will be deactivated until payment is received in full. All payments made by Customer to Recorder shall be nonrefundable.

Recorder reserves the right to adjust the subscription fee on an annual basis. The Recorder will provide written notice of the adjusted subscription fee to Customer at least thirty (30) days prior to the effective date of the adjusted subscription fee.

4. **CONDITIONS OF USE.** Access to and use of the system by Customer is a privilege that may be revoked by the Recorder at any time for any reason, including, but not limited to, the failure of Customer to adhere to the terms set forth in this Agreement.

All information contained in the system is public information.

Recorder does not warrant or represent that the system will meet any specific requirement that Customer may have or that it will be error free or uninterrupted. The system may be subject to unavailability at any time 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 decisions cannot be provided through an electronic format of this time. Advice regarding individual problems or circumstances should be obtained personally from a professional.

Under no circumstances is it permissible for Customer to allow any type of "mining" for images or allow third parties to attach to or link to Platte County's online service provided pursuant to this Agreement.

The information in the system has been secured and protected from intentional or unintentional misuse by authorized or unauthorized parties. Any misuse of the

system, including, but not limited to, attempted access to unauthorized areas of the system, disclosure of Customer's access password to any other party, or intentional or unintentional acts to disrupt the system's services or corrupt the system's information will be grounds for immediate termination of this Agreement. Recorder reserves all legal rights for any attempted misuse of the system and any resulted outages or system failures.

5. **DISCLAIMERS.** Recorder does not provide any guarantee or warranty as to the accuracy of the information in the system and any reliance on the accuracy of the information shall be at the sole risk of Customer.

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

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. Customer agrees not to hold Recorder, Platte County, its elected officials, officer and employees liable for any claim or liability resulting from or arising out of Customer's connection to or use of the system.

Customer agrees to indemnify Recorder for any loss suffered by Recorder as a result of Customer's use of the system and Customer 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 Customer.

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

This Agreement is made under and shall be construed by and in force in

accordance with the laws of the State of Missouri. Venue for any litigation involving the terms, provisions or rights granted under this Agreement shall be brought before and heard by the Circuit Court of Platte County, Missouri.

The undersigned affirm that they have full authority to execute this Agreement on the date set forth below.

PLATTE COUNTY RECORDER OF DEEDS

By: _____
Gloria Boyer, Recorder

Date: _____

CUSTOMER:

By: _____

Title

Date: _____