

## Jefferson County On-Line Access Agreement

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **JEFFERSON COUNTY**, a Wisconsin quasi-municipal corporation (hereinafter referred to as “**COUNTY**”), and \_\_\_\_\_ (hereinafter referred to as “**PURCHASER**”).

**IN WITNESS WHEREOF: COUNTY**, located at 311 S. Center Avenue, Jefferson, WI 53549, maintains a Register of Deed’s Office (hereinafter referred to as “**ROD**”) as required by Wisconsin Statutes; and

The **ROD** has the statutory authority, pursuant to Section 59.43(2)(c), to enter into contracts to provide on-line access to documents maintained, which documents pertain to real property and which documents are recorded in the office of the **ROD**; and

**WHEREAS, PURCHASER**, is desirous of obtaining on-line access to documents pertaining to real property at a price adequate to allow **COUNTY** to recover its costs of labor and material.

**NOW THEREFORE**, In consideration of the above premises and mutual covenants of the parties as hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, **COUNTY** and **PURCHASER** do agree as follows:

1. The term of this Agreement shall commence as of the date executed by Purchaser and will automatically renew each subsequent month thereafter. Either party may cancel this Agreement at any time upon sixty (60) calendar days advance written notice, during the term of this Agreement for any reason or for no reason. Cancellation of this Agreement shall not relieve a party of its obligations as incurred prior to the effective date of the cancellation.
2. **ROD** agrees to furnish on-line access to real estate records in its office to **PURCHASER**. (A Grantor/Grantee index is available beginning January 1, 1987. A Tract index is available beginning January 1, 2010 and is usually complete within one business day of recording. Document images of all deeds, Certified Survey Maps, Plats, and Miscellaneous Records are available beginning in 1836. Images of federal tax liens and other lien and real estate documents may not be identical in content to the documents recorded in the **ROD**. Therefore, a photocopy cannot be relied upon in judicial or administrative proceedings. For an official copy, contact the **ROD**. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill required statutory duties. The **COUNTY’S** obligations and **PURCHASER’S** rights under this Agreement are secondary to the statutory duties of the Register of Deeds.
3. The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification. Failure of **COUNTY** to provide any notice of computer problems that may affect this access shall not be considered a

breach of this Agreement, nor shall it subject County or the ROD to any liability, express or implied.

4. **PURCHASER** must pay, in advance, to the **ROD** an amount equal to two months of the rate plan selected for access. At the end of the first month **ROD** will bill, via email, **PURCHASER** monthly for fees due under paragraph 5 for third and successive months. Payment by **PURCHASER** is due to the **ROD** by the 25<sup>th</sup> of each month prior to use. Payments not received by that date will result in service being terminated. In order to restore service, all outstanding charges must be paid before service is restored. Printing of images will only be allowed when an escrow account has been opened in the **ROD** with a minimum balance of \$50.00 which must be maintained.
5. The fee for access is detailed on the attached addendum. **PURCHASER** may select a different rate plan before the 5th day of each month. If increasing minutes, the new rate will become effective the first day of the following calendar month. If decreasing minutes, the new rate will become effective the first day of the following calendar month. Plans will not be prorated within the monthly cycle – any portion of a month will be billed at the rate of a full month. If increasing minutes within the first three months, **PURCHASER** must pay the increase in fee in advance. If decreasing minutes within the first three months, **COUNTY** will apply refund to the next billable month. After the first year, the **COUNTY** may change the fees with a 30 day advance notice.
6. This Agreement shall not be construed to impose any penalty, obligation or loss on **ROD** for its failure to transmit a copy of any particular document. **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, other bodies, officers, employees, and representatives against any and all liability, loss, damages, costs or expenses which **PURCHASER**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of **ROD** failing to transmit a copy of any document required to be provided under this Agreement.
7. **PURCHASER** shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of **ROD**. This Agreement shall not be construed to either authorize or prevent **PURCHASER** from making duplicates or copies of any material received pursuant to this Agreement and any such copies or duplicates so made by **PURCHASER** shall be at **PURCHASER'S** risk and expense and **EXCLUSIVELY** for **PURCHASER'S** sole use. **PURCHASER** may not wholesale or retail copies of any materials received or provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.
8. If during the term of this Agreement the Jefferson County Board of Supervisors shall fail to appropriate sufficient funds to carry out **COUNTY'S** obligations under this

Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to **PURCHASER**. If this occurs, the **COUNTY** shall not be liable for any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney's fees incurred or alleged by **PURCHASER** or any third party beneficiary.

9. It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and any disagreement or controversy shall be resolved in Jefferson County Circuit Court.
10. Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if sent via first class mail, postage prepaid. It shall be the duty of a party changing its address to notify the other party in writing within thirty (30) days.
11. In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by **COUNTY** of any breach of the covenants of this Agreement or a waiver of any default of **PURCHASER** and the acceptance of any such payment by **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of **COUNTY** with respect to recovery of damages or other remedy as a result of such breach of default.
12. The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
13. **DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION:**

While the **COUNTY** uses reasonable efforts to provide accurate and up-to-date information, some of the information provided is gathered by third parties and has not been independently verified by the **COUNTY**. **PURCHASER** agrees that all use of these services is at **PURCHASER'S** own risk and that the **COUNTY** will not be held liable for any errors or omissions contained in the information provided or in the performance of services.

Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, express or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both isolated and aggregate uses of information. **COUNTY** provides this information on an "as is" basis and expressly disclaims any and all warranties, express and implied, including, but not limited to, any warranties of accuracy, reliability, title, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation,

whether oral, in writing or in electronic form, including, but not limited to, the accuracy and completeness of any information. **COUNTY** does not represent or warrant that access to the service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information. **COUNTY** assumes no liability or responsibility for the quality, content, accuracy, or completeness of the information, text, graphics, links and any other items contained on this service or any other system or service. The materials contained on this service have been compiled from a variety of sources and are subject to change without notice. Commercial use or sale of the materials contained on this service is prohibited without the express written consent of **COUNTY**. Changes may periodically be made to the information and these changes may or may not be incorporated in any new version of the publication. If you have obtained information from a source other than this site, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of-date.

In no event shall the **COUNTY** be liable for any special, indirect or consequential damages or any damages whatsoever, whether direct, indirect, consequential, incidental or special, or any claim for attorney’s fees resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of, or in connection with, the use of information available from the **COUNTY**, or the inability to use the information on this service, even if **COUNTY** is advised of the possibility of such damages.

The information, documents and related graphics published on this service could include technical inaccuracies or typographical errors. Changes are periodically made to the information herein. The **COUNTY** may make improvements and/or changes in the services and/or the content(s) described herein at any time.

**IN WITNESS WHEREOF, COUNTY and PURCHASER**, each by their authorized agents, have executed this Agreement as of the day and date by which all parties hereto affixed their respective signatures.

**FOR THE COUNTY:**

**FOR THE PURCHASER:**

\_\_\_\_\_  
**Staci M. Hoffman**  
Register of Deeds

\_\_\_\_\_  
\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ADDENDUM TO ON-LINE ACCESS AGREEMENT  
WITH JEFFERSON COUNTY REGISTER OF DEEDS**

**PER-MINUTE PLAN CHARGES**

**PLEASE SELECT THE PLAN YOU DESIRE AND SIGN AND DATE**

<b>PLAN*</b>	<b>COUNTY CHARGE TO USER</b>	<b>OVERAGE CHARGE**</b>
Minutes per month		
A. 0-250	\$75/month	\$.25 per minute
B. 251-500	\$125/month	\$.25 per minute
C. 501-1000	\$200/month	\$.25 per minute
D. 1001-2000	\$300/month	\$.25 per minute
E. Unlimited	\$500/month	\$.00
F. Unlimited Additional User	\$100/month	\$.00 (available only with the purchase of plan E)

**ALL PLANS ARE SUBJECT TO AN IMAGE MAINTENANCE FEE OF \$.50 PER PRINTED PAGE**

Plans may be changed before the 5th day of the month. If increasing minutes, new rate will take place the first day of the following month. If decreasing minutes, the new rate will take place the first day of the following calendar month.

\*\*Per minute charge for each minute over the plan that was originally selected

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**Mail or bring to:  
Staci M. Hoffman  
Jefferson County Register of Deeds  
311 S. Center Ave, Room 102  
Jefferson, WI 53549**

**Staci Hoffman**  
311 S Center St.  
Room 102  
Jefferson WI 53549-1701

## **User Name/Password Assignment**

There are no restrictions to user name/password and they are not case sensitive

**Remember: Only one user login per agreement plan**

<u>Plan Selection</u>	<u>Employee Name</u>	<u>User Name</u>	<u>Password</u>

Licensee agrees to promptly notify in writing the Jefferson County Register of Deeds Office of any changes in staffing that affects the assignment of Laredo passwords. The Licensor agrees to promptly remove the passwords of persons who are no longer authorized users and assign new passwords to employees as provided by the Licensee. Licensee understands that by entering into this Agreement, the Licensee is responsible of all minutes accrued by its identified users and is responsible for all charges incurred by their assigned Laredo logins and passwords.

### **LICENSOR - JEFFERSON COUNTY REGISTER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_