
ON-LINE ACCESS AGREEMENT WITH ST. CROIX COUNTY REGISTER OF DEEDS

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **ST. CROIX COUNTY** (hereinafter referred to as "**COUNTY**"), 1101 Carmichael Road, Hudson, Wisconsin 54016, a municipal corporation and (Individual or Company Name)

_____, whose address is

(Individual or Company Address), doing business in St. Croix County (hereinafter, "**PURCHASER**").

WHEREAS, COUNTY maintains a Register of Deeds Office as required by Wisconsin Statutes; and

WHEREAS, REGISTER OF DEEDS has authority pursuant to Wisconsin Statute § 59.43(2)(c) to enter into On-line access contracts to provide access to the documents pertaining to real property recorded in the Register of Deeds office to individuals and private companies; and

WHEREAS, PURCHASER is desirous of obtaining On-line access pertaining to real property, as permitted by Wis. Stat. §.59.43(2)(c), at a price sufficient to permit **COUNTY** to recover its costs of labor, licensing, and material as well as a reasonable allowance for plant and depreciation of equipment used, along with internet data security and digital data storage.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, **COUNTY** and **PURCHASER** do agree as follows:

1. **PURCHASER** requests access to non-certified documents and indexing available via the **COUNTY'S** online access software for the Register of Deeds Office at the rates set forth in the Addendum. **COUNTY** agrees to provide such access pursuant to the terms and conditions set forth in this Agreement.

Initial _____

2. The term of this Agreement shall commence when signed & processed by **COUNTY** and access will go into effect the 1st day of the following calendar month. If **PURCHASER** requests immediate access and **COUNTY** is able to schedule an earlier access, the **PURCHASER** agrees to pay for a full month of access for the partial month.

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3. If during the term of this agreement, the St. Croix County Board of Supervisors 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 or obligation of any kind to **PURCHASER**.

Initial _____

4. Register of Deeds agrees to furnish to **PURCHASER** On-line access to real estate records maintained in Register of Deeds office. **COUNTY** makes no representation or warranty regarding what documents may or may not be available. The obligation to provide such access is always subject to the obligation of the Register of Deeds to fulfill the office's statutory duties and **COUNTY**'s obligations. **PURCHASER**'s rights under this Agreement are secondary to the statutory duties of the Register of Deeds.

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5. The index is not represented to be true and complete; rather it is a working copy, subject to error, omission, and future modifications. **PURCHASER** understands that occasionally access will be unavailable due to internet access limitations and system updates. Failure of **COUNTY** to provide continual access shall not be considered a breach of this Agreement, nor shall it subject **COUNTY** or the Register of Deeds to any liability, express or implied.

Initial _____

6. 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**. All information and services are provided "as is" and the **COUNTY** makes no warranties express or implied, regarding their accuracy, adequacy, completeness, or usefulness. The **COUNTY** expressly disclaims all warranties, including, but not limited to, any warranties of title, merchantability, fitness for a particular purpose, freedom from computer viruses, and non-infringement of proprietary rights. The **PURCHASER** acknowledges that some information is provided by third parties and has not been independently verified by the **COUNTY**. The **PURCHASER** assumes all risks associated with the use of the services.

The **COUNTY** shall not be liable for any special, direct, indirect or consequential damages, or for any fees resulting for loss of use, data, or profits, whether arising in contract, negligence, or other tortious action, in connection with the use or inability to use the information or services, even if **COUNTY** has been advised of the possibility of such damages. The **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 **PURCHASER** acknowledges that the information, documents, and related graphics on the service may contain technical inaccuracies or typographical errors. The **COUNTY** reserves the right to make improvements and/or changes in the services and/or the content(s) described herein at any time without notice or obligation to the **PURCHASER**.

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7. 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. PURCHASER understands that it must comply with the provisions of Wis. Stat. § 757.07, Privacy Protections for Judicial Officers. 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.

Initial _____

8. In exchange for being provided access, the **PURCHASER** agrees to the following:
 - a. An escrow account will be established with the **COUNTY** by the **PURCHASER**. The initial deposit required will be for an amount of three months for the plan rate chosen plus an amount the **PURCHASER** considers sufficient to pay for all images printed during the initial three month required contract.
 - b. The monthly plan amount will be automatically withdrawn from the **PURCHASER** Escrow account on approximately the 1st day of the calendar month or on the initial contract effective date.
 - c. All minute overage charges for a prior calendar month will automatically be withdrawn at the same time as the current month plan amount.
 - d. All image prints will be automatically withdrawn from **PURCHASER** escrow accounts continuously.
 - e. **PURCHASER** must always maintain a positive escrow balance in excess of one month's contract plan.
 - f. If the escrow balance falls below the minimum required balance, then the account will be locked until a sufficient positive escrow balance is restored.
 - g. Invoices, statements and alerts regarding this Escrow account can be accessed via Laredo Connect, a website for which **PURCHASER** will be required to create an account at no additional charge. Laredo Connect accounts must be created before the end of the month in which the agreement is signed. Failure to create the Laredo Connect account may result in Laredo access being suspended without penalty to the **COUNTY** until the **PURCHASER** complies.

Initial _____

9. **PURCHASER** may select a different rate plan from the addendum before the 5th day of the month. If **PURCHASER** elects to change said plan, the new rate will become effective the first day of the following calendar month and must remain the designated plan for a

minimum of three (3) calendar months. Plans will not be prorated within the monthly cycle and any portion of a month will be billed at the rate of a full month. The **COUNTY** may change the fees upon sixty (60) days advance notice to **PURCHASER**.

Initial_____

10. This Agreement shall not be construed to impose any penalty, or liability, obligation or loss on **REGISTER OF DEEDS** for any failure to transmit a copy of any particular document, unless such failure is a result of a willful act, subject to the provisions of Wis. Stat. § 757.07, Privacy Protections for Judicial Officers. The **PURCHASER** shall indemnify, defend and hold harmless the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives from and against any and all claims, liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees, that may be sustained, incurred, or required to be paid by **PURCHASER**, its officers, employees, agencies, boards, commissions and representatives, or any third-party, as a result of the **COUNTY'S** negligent failure to transmit a copy of a document as required by this agreement.

Initial_____

11. **PURCHASER** shall not distribute, reproduce, market, assign or transfer any interest or obligation under this Agreement, nor any rights responsibilities herein contained, or in any way re-use such program information as independent "stand alone" information except with the written consent of **COUNTY** in writing. ~~whether by assignment or novation.~~ 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** is expressly prohibited from wholesaling, retailing, or otherwise distributing, whether for a fee or free of charge, any copies to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

Initial_____

12. Notices, invoices, payments, and reports required by this Agreement shall be deemed delivered as of posting on Laredo Connect, in accordance with the escrow account as identified in Paragraph 7 above. It shall be the duty of the subscriber to access invoices by Laredo Connect.

Initial_____

13. In no event shall the acceptance of any payment required by this Agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this Agreement or a waiver of any default of the **PURCHASER** and any acceptance of any such payment by the **COUNTY** while any default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

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14. **PURCHASER** warrants and represents that it has satisfied all legal requirements to conduct business in the State of Wisconsin and has complied with all necessary requirements to do business in the State of Wisconsin, that the individual(s) executing this Agreement on its behalf are authorized to do so, and if a corporation, Limited Liability Company, or other entity, that the name and address of **PURCHASER'S** registered agent is accurate and current and **PURCHASER** agrees to notify the **COUNTY** immediately in writing, of any change in its agent or its address and the **PURCHASER'S** legal status.

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- a. Name: _____
- b. Address: _____
- c. Phone Number: _____
- d. Email: _____

15. **PURCHASER** warrants and agrees that it will not access any **COUNTY** information or data available through the Laredo software except by means of the Laredo client user interface.

Initial _____

16. **PURCHASER** agrees that it will not utilize **ANY** form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, replicate in **ANY** way the Laredo Software Vendor's communications protocols, attempt to identify IP addresses, locations or commands of Fidlar web services, or use any software or process designed to circumvent the human being use of the Laredo software. Such activity will be monitored by Laredo software vendor and such activity, if detected will cause the immediate termination of this Agreement and all escrow funds will be forfeited. **PURCHASER** understands that the software vendor has activity monitors in place to detect unauthorized use of software.

Initial _____

17. **COUNTY** will monitor subscriber activity on a regular basis and will provide **PURCHASER** with a warning regarding suspicion of non-approved activity. **PURCHASER** understands that suspicious activity may result in the implementation of a per view image charge per document of \$2 for 1st page/image of each document and \$1 for subsequent page/images of the document, and/or may implement a watermark to all images viewed by **PURCHASER**.

Initial _____

18. **PURCHASER** shall not sell, distribute, reproduce, market, assign or transfer any interest or obligation under this Agreement, nor of any rights or responsibilities herein contained, or in any way re-use such program information as independent "stand alone" information except with the written consent of **COUNTY** in writing.

Initial _____

19. Either party may cancel this Agreement at any time without cause upon thirty (30) calendar days advance written notice during the initial or renewal term, contingent upon the escrow account balance being drawn down to a zero balance. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless cancelled by either party as provided herein, this Agreement shall be automatically renewed for successive calendar year periods. **PURCHASER** choosing to cancel immediately, or in violation of the terms of this Agreement, agree to forfeit their escrow balance to County General Fund.

Initial _____

20. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings and negotiations, whether oral or written.

Initial _____

21. It is expressly agreed by the parties that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. The parties expressly agree that any dispute or controversy arising out of or relating to this Agreement shall be brought and resolved exclusively in the Circuit Court of St. Croix County, Wisconsin, and the parties hereby consent to the personal jurisdiction of said court.

Initial _____

22. If any provision or portion of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect

Initial _____

COUNTY and **PURCHASER**, each by their authorized agents, hereto having read and understood the entirety of this Agreement have executed this Agreement as of the day and date by which all parties hereto have affixed their respective signatures.

PURCHASER SIGNATURE: _____

Printed/Typed Name of Person Signing _____

Date Signed _____

REGISTER OF DEEDS SIGNATURE: _____

Printed/Typed Name _____ **Beth Pabst, Register of Deeds**

Date Signed _____

**ADDENDUM TO ON-LINE ACCESS AGREEMENT
WITH ST. CROIX COUNTY REGISTER OF DEEDS**

PER-MINUTE PLAN CHARGES

PLEASE SELECT THE PLAN YOU DESIRE AND SIGN AND DATE

PLAN* (minutes per month)	COUNTY CHARGE TO USER	OVERAGE CHARGE**
A (0-50)	\$60/month	\$.50 per minute
B (51-250)	\$125/month	\$.50 per minute
C (251-500)	\$180/month	\$.50 per minute
D (501-1000)	\$290/month	\$.50 per minute
E (1001-2000)	\$425/month	\$.50 per minute
F (Unlimited)	\$600/month	\$.00

ALL PLANS ARE SUBJECT TO AN IMAGE MAINTENANCE FEE OF \$.50 PER DOWNLOADED AND/OR PRINTED IMAGE

*Sign up for minimum of one calendar quarter (3 months)

Plans may be changed before the 5th day of the month by providing written notice. The new plan will take effect the first day of the following month and the chosen plan must stay in effect for a minimum of 3 calendar months.

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

I choose **PLAN** **A** **B** **C** **D** **E** **F**

PURCHASER NAME (INDIVIDUAL OR COMPANY NAME): _____

PURCHASER ADDRESS: _____

CONTACT NAME: _____

EMAIL ADDRESS OF CONTACT PERSON: _____

PHONE NUMBER: _____

SIGNATURE OF PURCHASER: _____

DATE OF AGREEMENT: _____

You will need a user name to access Laredo. **USER NAME**: _____

Once your account has been activated we will be in contact for a password.

Mail or bring signed agreement to:

Beth Pabst
St. Croix County Register of Deeds
1101 Carmichael Road
Hudson, WI 54016

Plus Escrow check payable to:

St. Croix County Register of Deeds
(see #7 on page 2 for details)