

INTERNET ACCESS AGREEMENT WITH ROCK COUNTY REGISTER OF DEEDS

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **County of Rock**, a municipal corporation (hereinafter referred to as “**COUNTY**”), and _____, a _____ doing business in _____ County (herinafter), “**PURCHASER**”),

WITNESSETH:

WHEREAS, COUNTY, whose address is 51 S. Main St., Janesville, WI 53545, maintains a Register of Deeds Office as is required by Wisconsin Statutes: and

WHEREAS, REGISTER OF DEEDS has statutory authority pursuant to Section 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 to documents pertaining to real property at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for depreciation of plant and equipment.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties herinafter 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 on **January 1, 2021**, and shall terminate as of **December 31, 2021**, unless sooner agreed to by the parties. Unless canceled by either party as provided herein, this agreement shall be automatically renewed upon like terms for successive calendar year periods, the first such renewal term being that for calendar year **2022**.

a. Termination With Cause

This Agreement may be terminated by the **COUNTY**, with cause, without prior written notice, upon its reasonable belief that cause exists. “Cause” as used in this section includes any violation of law relating to use of the data and information provided through this agreement or violation of any terms of this agreement. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

b. Termination Without Cause

This Agreement may be terminated by either party, without cause, upon thirty (30) days' written notice, starting on the (1st) of a month. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

2. **REGISTER OF DEEDS** agrees to furnish to **PURCHASER** on-line access to real estate records maintained in the Register of Deeds office. The Grantor/Grantee Index of records, Tract Index, and Document Images are usually complete within three business days of recording. The Grantor/Grantee Indexes, the Tract Index, and Images are complete from January 1, 1979 to current date. Grantor/Grantee information is complete from 1963 to current date. Images from 1830's-1963 are viewable by document number or Volume & Page. All Tract and Abstract Books, Plats, & Certified Survey Maps are scanned and viewable in Laredo. Images of Federal Tax Liens and other lien and real estate documents may not be identical in content to the documents recorded in the Register of Deeds office. Therefore, a photocopy cannot be relied upon in judicial or administrative proceedings. For an official copy, contact the Register of Deeds office. **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 content of its services. The obligation to provide such access is subject at all times 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.
3. The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modifications.
4. The fee for access is detailed on the **attached addendum**. Customer may select a different rate plan during the first 5 days of the month (i.e.) January 5th, February 5th. Escrow accounts will be established for all new accounts. The minimum amount to Escrow will be for **two** months of the plan that is selected. Service will be discontinued if accounts are not kept current. The **COUNTY** has no duty to send invoices or monthly reminders. The **COUNTY** may change the fees with a 30 day advanced notice.
5. This agreement shall not be construed to impose any penalty, obligation or loss on **REGISTER OF DEEDS** for its failure to transmit a copy of any particular document, unless through willfulness, and **PURCHASER** shall indemnify, defend and hold harmless **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, including attorney fees, which **PURCHASER**, its officers, employees agencies, boards, commissions and representatives, or any third-party, may sustain, incur or be required to pay by reason of **COUNTY** failing to transmit a copy of any document required to be provided under this agreement.

6. **PURCHASER** is granted a limited license for the use of the recorded document data available via the on-line data access service. Reproduction or redistribution of the land records data or Derivative products in whole or in part outside of the **PURCHASER'S** organization or entity in any manner is expressly prohibited. The land records access service is to be solely made use of by **PURCHASER**. In no instance is the land records access service, utilizing **PURCHASER'S** access code, to be used, in whole or in part, by other public Agencies, private individuals, private firms, or not-for-profit entities. Use and/or storage of the land records data accessed via the land records access service is granted **ONLY** to employees of **PURCHASER**. Use, but NOT storage, of land records data is granted to direct clients or customers of **PURCHASER** only if such use is made possible by data distribution software/systems developed or licensed to **PURCHASER**. **PURCHASER** may not provide use/access to non-employees to land records data stored or managed by **PURCHASER** – this land records data must be accessed from County at the time of use.

7. **PURCHASER** 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. **PURCHASER** agrees that it will not utilize ANY form of robotic software, screen scrapers, harvesting software, internet protocol sniffers, attempt to identify IP addresses or use any software or process designed to circumvent the human being use of the Laredo software. Such activity will be monitored by the Laredo software vendor and such activity, if detected will **Immediately** terminate this Agreement. The above may be viewed as theft under applicable Wisconsin State Statutes and subject to criminal penalties.

PURCHASER agrees that it shall not sell, distribute, reproduce, market, or in any way re-use such program information as independent “stand-alone” information and User shall not acquire any proprietary rights to such computer program information.

Both **COUNTY** and **PURCHASER** agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this limitation. Therefore, **COUNTY** and **PURCHASER** agree that, in the event the **PURCHASER** has breached this limitation, **PURCHASER** shall pay to **COUNTY** five thousand dollars (\$5,000) in liquidated damages for each breach. For purposes of this agreement, a breach shall be defined as the sale, distribution, reproduction, marketing, or re-use of any single document. Each document sold, distributed, or reproduced constitutes a separate breach. **COUNTY** and **PURCHASER** further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by **COUNTY** due to any such breach. **PURCHASER** also agrees that nothing in this section is intended to limit the **COUNTY'S** right to obtain injunctive and other relief as may be appropriate.

8. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the **REGISTER OF DEEDS**. 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 nor provide them free of charge to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever.

9. If during the term of this agreement, the Rock 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 or obligation of any kind to **PURCHASER**.
10. 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.
11. Notices, invoices, payments, 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 a reasonable time.
12. 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 or default.
13. **PURCHASER** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and if a corporation, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER'S registered agent is** _____ . If a corporation, Limited Liability Company or other impersonal entity, **PURCHASER** shall notify **COUNTY** immediately, in writing, of any change in its registered agent. Purchaser shall notify **COUNTY** immediately in writing of any change in his, her, or its address, and **PURCHASER'S** legal status.
14. 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.

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

FOR PURCHASER _____
(Name)

Date Signed _____

By _____
(Print or type name)

FOR THE COUNTY

Date Signed _____

By _____
Sandy Disrud
Register of Deeds