

**PIERCE COUNTY ON-LINE ACCESS AGREEMENT**

This Agreement is made and entered into between Pierce County, a Quasi-Municipal Corporation, (hereinafter "County") and \_\_\_\_\_, (hereinafter "Purchaser").

**RECITALS**

WHEREAS, County maintains and operates a Register of Deeds Office (hereinafter "ROD") as required by Wisconsin Statutes, and the ROD address is 414 W. Main Street, P.O. Box 267, Ellsworth, WI 54011; and,

WHEREAS, ROD has the statutory authority 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 ROD; and,

WHEREAS, Purchaser desires to obtain on-line (a/k/a internet) access to documents pertaining to real property, as permitted by Wis. Stat. § 59.43(2)(c), at a price adequate to allow County to recover its costs of labor and material, as well as a reasonable allowance for plant and depreciation of equipment used.

**NOW, THEREFORE,** for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged by each party for itself, **IT IS HEREBY AGREED:**

1. Term.

The term of this Agreement shall commence as of the date executed by Purchaser. Except as provided in Paragraphs 4 and 8, either party may cancel this Agreement at any time upon 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 cancellation.

2. ROD responsibility.

ROD agrees to furnish on-line access to real estate records in its office to Purchaser. The obligation to provide such access is subject at all times to the obligation of the ROD to fulfill their office's statutory duties and County's obligations, and Purchaser's rights under this Agreement are secondary to the statutory duties of the ROD and any official in charge of the operation of the ROD.

3. Access limitations.

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 Pierce 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. Payment.

4.1 Purchaser shall establish an escrow account with the ROD for the fee/rate plan that Purchaser selects. A minimum deposit amount to escrow shall be 1-month of fees for the plan that Purchaser selects with additional escrow deposit for an estimated number of prints to be made for the first month of this Agreement.

4.2 Purchaser shall make its initial escrow deposit no later than the 20<sup>th</sup> day of the month, and thereafter Purchaser's monthly escrow deposits are due no later than the 20<sup>th</sup> day of each month thereafter.

4.3 Purchaser shall make payments for all monthly plan fees and charges due, under Paragraph 5, via an escrow account. ROD shall automatically withdraw the monthly rate/fee from the Purchaser's escrow account on the 1<sup>st</sup> day of the month following, and shall make the same withdrawal on the 1<sup>st</sup> day of each month thereafter. ROD shall automatically withdraw any and all image prints charges from the Purchaser's escrow account on a monthly basis in the ROD's sole discretion.

4.4 County has no responsibility to send an invoice or monthly reminder of Purchaser's escrow account balance. Moreover, it is Purchaser's sole responsibility to monitor the status of its escrow account and maintain a positive balance.

4.5 Remedies. ROD shall have the right to change the Purchaser's account password and/or discontinue services under this Agreement, should Purchaser fail to maintain a positive escrow account balance. Additionally, ROD shall have the right to cancel this Agreement, with or without notice, should Purchaser fail to: (a) keep its escrow account current; and/or, (b) make a full, monthly escrow deposit by the deadline set forth in Paragraph 4.2.

#### 5. Fees.

The fee for access is detailed in the attached Addendum. Purchaser may select a different rate plan before the 5<sup>th</sup> day of each calendar quarter (i.e. January 5, April 5, July 5, and October 5). The County may change the fees with a 60-day advance notice.

#### 6. Indemnification.

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, officers, employees and representatives against any and all liability, loss, damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives 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.

#### 7. Assignment.

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 to 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.

8. Lack of funding.

If during the term of this Agreement, the Pierce County Board of Supervisors shall fail to appropriate sufficient funds to carry out the County's obligations under this Agreement, this Agreement shall automatically terminate as of the date funds are no longer available and without further notice of any kind to Purchaser.

9. Venue; controlling law.

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 said disagreement or controversy shall be resolved in Pierce County Circuit Court.

10. Notice.

All notices and reports required by this Agreement shall be deemed delivered as of the date of the postmark, if sent via first class mail, postage prepaid. It shall be the duty of the party changing its address to notify the other party in writing with a reasonable time.

11. Waiver.

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 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.

12. Legal authority to do business.

Purchaser warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of the Purchaser's registered agent is:

\_\_\_\_\_;  
Purchaser shall notify County immediately, in writing, of any change in its registered agent, his or her address, and Purchaser's legal status.

13. Merger.

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.

#### 14. DISCLAIMER ON ACCURACY AND COMPLETENESS OF INFORMATION.

14.1 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. You agree that all use of these services is at your own risk and that the County will not be held liable for any errors or omissions contained in the content of its services.

14.2 Although the information found on this system has been produced and processed from sources believed to be reliable, no warranty, expressed 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 electronic form, including but not limited to the accuracy or 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.

14.3 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 or performance of information available from the County, or the inability to use the information on this service, even if Pierce County is advised of the possibility of such damages.

14.4 The information, documents and related graphic 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.

#### 15. Prohibited Uses.

Purchaser shall not access any County information or data available through the Laredo software, except by means of the Laredo client use interface. Purchaser shall 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. Purchaser consents to activity monitoring by Laredo software vendors,

and if such prohibited use activity is detected, the County may cancel this Agreement immediately, with or without notice.

16. Headings.

The headings of paragraphs are for convenience only and do not define, limit or constrain the contents of such paragraphs.

17. Authorized representatives.

The representative of each party executing this Agreement, as evidenced by the signatures below, has the authority to do so.

Dated: \_\_\_\_\_  
**Pierce County**

Dated: \_\_\_\_\_  
**Purchaser**

\_\_\_\_\_  
By: Julie K. Hines  
Its: Register of Deeds

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

**ADDENDUM TO ONLINE ACCESS AGREEMENT  
WITH PIERCE COUNTY REGISTER OF DEEDS**

**PER MINUTE PLAN CHARGES  
PLEASE SELECT THE PLAN YOU DESIRE AND SIGN AND DATE**

PLAN*	COUNTY CHARGE TO USER	OVERAGE CHARGE**
Minutes per month		
A 0-250	\$85/month	\$.40 per minute
B 251-500	\$150/month	\$.40 per minute
C 501-1000	\$220/month	\$.40 per minute
D 1001-2000	\$320/month	\$.40 per minute
E 2001-3000	\$420/month	\$.40 per minute
F Unlimited	\$520/month	\$.00

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

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

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

Plans may be changed before the 5<sup>th</sup> day of the first month of each quarter

I choose PLAN \_\_\_\_\_ (Select A B C D E or F)

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS FOR CONTACT PERSON: \_\_\_\_\_

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:**

Julie Hines  
Pierce County Register of Deeds  
414 W Main Street  
PO Box 267  
Ellsworth, WI 54011

**Plus escrow check payable to:**

Pierce County Register of Deeds

**Pierce County Register of Deeds phone number is 715-273-6748**