

**ON-LINE ACCESS AGREEMENT
WITH GREEN LAKE COUNTY REGISTER OF DEEDS**

THIS AGREEMENT, made and entered into this _____, by and between Green Lake County, 571 County Road A., Green Lake, WI 54941, a quasi-municipal corporation (hereinafter referred to as “**County**”), and _____, a company doing business in Green Lake County hereinafter referred to as “**Purchaser**”).

WHEREAS, the **County** maintains a **Register of Deeds** Office as required by Wisconsin Statutes; and

WHEREAS, the **County’s Register of Deeds** has statutory authority 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, the **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 the **County** to recover its costs of labor and material as well as a reasonable allowance for plant and depreciation of equipment used.

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

1. The term of this Agreement shall commence on _____. Either party may cancel this Agreement at any time upon sixty (60) calendar days’ advance written notice, during the original term or any renewal term, for any reason or for no reason. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation. Unless canceled by either party as provided herein, this Agreement shall be automatically renewed upon like terms for successive calendar years, the first such renewal term being that for calendar year 2018.
2. **Register of Deeds** agrees to furnish on-line access to real estate records in its office to **Purchaser** via Laredo software. The on-line access is not construed to be true and complete, the records are subject to errors, omissions and future modifications, nor are the records the official records contained in the Register of Deeds Office. For an official copy, contact the **Register of Deeds** Office. **Purchaser** agrees that all use of this 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 this service.
3. The **County** is under no obligation to provide any notice of computer problems that may affect access to the records and any failure of the software 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.

4. The fee for Laredo software access is found in the “Addendum to Internet Access Agreement with Green Lake County Register of Deeds” which is incorporated by reference as if fully set forth herein. The **Purchaser** must select a rate plan upon execution of this Agreement. The **Purchaser** may select a different rate plan before the 5th day of each calendar quarter (January 5th, April 5th, July 5th, or October 5th). An increase or decrease of minutes, will cause the new rate to 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.
5. Laredo Billing Process. **Purchaser** is required to set up an escrow account with the **Register of Deeds**. On the first business day of every month, **Purchaser** will receive the Laredo Usage Report and an Escrow Account Statement via email. The **Register of Deeds** will automatically deduct all Laredo and print fees from the escrow account on the first business day of each month. **Purchaser** shall verify the balance in its escrow account and replenish the account to cover all Laredo and print fees for the upcoming month. If **Purchaser** does not receive both of these reports, it is the **Purchaser’s** responsibility to notify the **Register of Deeds**. Payment is due to the **Register of Deeds** by the 10th of each month for the prior month’s use. Failure to comply with these payment terms will result in service disruption until all outstanding charges are paid and a sufficient balance is paid into the Escrow Account.
6. This Agreement shall not be construed to impose any penalty, obligations or loss on the Register of Deeds for failure to transmit a copy of any particular document, and the **Purchaser** shall indemnify, defend and hold harmless the **County**, its boards, elected officials, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, including attorneys’ fees, which the **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.
7. The **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 **County**. This Agreement shall not be construed to either authorize or prevent the **Purchaser** from making duplicates or copies of any material received pursuant to this agreement and any such copies or duplicates so made by the **Purchaser** shall be at **Purchaser’s** risk and expense and exclusively for **Purchaser’s** sole use. The **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.

8. If during the term of this Agreement, the Green Lake County Board of Supervisors fails to appropriate sufficient funds to carry out the **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 the **Purchaser**. **Purchaser** shall be liable for all charges incurred prior to termination under this paragraph. The County will refund any escrow remaining after all charges are paid in full.
9. This Agreement shall be governed under the laws of the State of Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Green Lake County Circuit Court.
10. Notices, invoices, payments, and reports required by this Agreement shall be by email and shall be deemed delivered as of the date that the email was sent. Email correspondences will be sent to **Purchaser** as identified at the end of this Agreement unless other arrangements are made with the **Register of Deeds**.
11. 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 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. The **Purchaser** warrants 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. The **Purchaser** shall notify the **County** immediately in writing of any change in the **Purchaser's** address, and the **Purchaser's** legal status.
13. **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 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.
14. The parties agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing and signed by both parties.

15. There shall be no modifications to this Agreement, except in writing, signed by both parties.
16. 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.
17. **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 content of its 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 tortuous 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.

The **County** and **Purchaser**, each by their authorized agents, hereto having read and understood the entirety of this Agreement consisting of six (6) typewritten pages hereby affix their duly authorized signatures.

BY: Green Lake County

BY:

Sarah Guenther
Register of Deeds
Date: _____

Name: _____
Title: _____
Date _____

Catherine Schmit
County Administrator
Date: _____

**ADDENDUM TO INTERNET ACCESS AGREEMENT WITH
GREEN LAKE COUNTY REGISTER OF DEEDS**

PER-MINUTE PLAN CHARGE

PLEASE SELECT THE PLAN YOU DESIRE AND SIGN AND DATE

PLAN* (Minutes Per Month)	COUNTY CHARGE TO USER (Charge per Month)	OVERAGE CHARGE (Charge per Minute)
A 0 – 250 min.	\$75.00/month	\$0.25/per min.
B 251-500 min.	\$125.00/month	\$0.23/per min.
C 501-1000 min.	\$195.00/month	\$0.18/per min.
D 1001-2000 min.	\$295.00/month	\$0.15/per min.
E Unlimited Minutes/Limited Image Purchase	\$400.00/month	None

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

I CHOOSE PLAN: A , B , C , D , E ,

NAME _____

COMPANY _____

ADDRESS _____

PHONE NUMBER _____

EMAIL ADDRESS _____

DATE _____

You will need a user name and password to access Laredo.

User Name: _____

Password: _____