

**ON-LINE ACCESS AGREEMENT
WITH COLUMBIA COUNTY REGISTER OF DEEDS**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, (“Effective Date”) by and between **Columbia County**, 112 E. Edgewater Street, Portage, WI 53901, a local government entity (hereinafter referred to as “**COUNTY**”), and _____ (Company Name), _____ (Company Address), a company doing business in Columbia 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 State Statute s.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 s.59.43(2)(c), Wis. Stats., at a price sufficient to permit **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, **COUNTY** and **PURCHASER** agree as follows:

1. The term of this Agreement shall commence on _____ . (“Effective Date”) Either party may cancel this Agreement at any time for any reason or for no reason upon sixty (60) calendar days advance written notice during the original term or any renewal. 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 upon like terms for successive calendar year periods.
2. If during the term of this Agreement, the Columbia County Board of Supervisors shall fail to appropriate sufficient funds to carry out **COUNTY’S** obligations under this Agreement, then 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**.
3. Register of Deeds agrees to furnish to **PURCHASER** on-line access to real estate records maintained in Register of Deeds office. The Grantor/Grantee Index of records is available from 1828 forward. The Tract Index is available from 2006 forward, and for newly recorded documents the Grantor/Grantee Index and the Tract Index is usually available within two to three business days. Document images are available beginning in the year 1828 and are available by document number and by volume and page. Subdivision Maps, Condominium Plats and all Certified Survey Maps are also 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.

4. Please note that **PURCHASER** will not be able to access the index or images for federal tax liens, federal tax lien releases, lis pendens, lis pendens releases, and UCC documents dated prior to November 1, 1987. **PURCHASER** will need to come to the Register of Deeds office to search and/or obtain copies of those documents. Also, the books of mortgages (1828-1963) have not been scanned into Laredo. To obtain copies of those documents, please contact the Register of Deeds office.
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** shall receive notice via email of any computer problems that may affect this access. 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 Register of Deeds to any liability, express or implied.
6. In exchange for being provided access to the Real Property Index, **PURCHASER** agrees to Pay monthly fees in accordance with the following: An Escrow account will be established for the company signing up for a Laredo plan(s). The initial deposit to establish the Escrow account will be the sum of **three** months of access. Payments for copies will be automatically deducted from their Escrow account in real time, and subscription fees will automatically be deducted on the first of each month of service. Falling below the **minimum balance of one month's subscription** will result in search access being suspended until the Escrow account is replenished. Statements and alerts regarding this Escrow account can be accessed via Laredo Connect, a website for which the **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 this Agreement is signed. Failure to do so may result in Laredo access being suspended until the **PURCHASER** complies.
7. **PURCHASER** may select a different Plan from the Addendum before the 5th day of each month. If **PURCHASER** elects to change said Plan on or after the 5th day, 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 such change in Plan occurs within the first two months of the Term, **PURCHASER** must pay the increase in fee in advance. After the first year of the Initial Term, **COUNTY** may change the fees upon sixty (60) days advance notice to **PURCHASER**.
8. 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.

9. **PURCHASER** shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of **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** is prohibited from wholesaling, retailing or distributing 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.
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, and any said disagreement or controversy shall be resolved in the Columbia County Circuit Court.
11. Notices, invoices, payments, and reports required by this Agreement shall be deemed delivered as of posting on Laredo Connect, outlined in paragraph 6, above. It shall be the duty of the subscriber to access invoices by Laredo Connect.
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. **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.

15. 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.

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 this system 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 this system 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 system or any other system or service.

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 system, even if **COUNTY** is advised of the possibility of such damages.

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

18. The materials contained on this system 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 system 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 system, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out-of-date.

19. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

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 Effective Date.

PURCHASER SIGNATURE:

Printed/Typed Name of Person Signing

Date Signed

REGISTER OF DEEDS SIGNATURE:

Printed/Typed Name Christine Clark, Register of Deeds

Date Signed

**ADDENDUM TO ON-LINE ACCESS AGREEMENT
WITH COLUMBIA 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 0-100	\$60/month	\$.30 per minute
B 101-250	\$110/month	\$.30 per minute
C 251-500	\$160/month	\$.25 per minute
D 501-1000	\$245/month	\$.20 per minute
E 1001-2000	\$365/month	\$.15 per minute
F Unlimited	\$510/month	\$.00

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

Plans may be changed before the 5th day of the month. If changing minute plan, the new rate will take place the first day of the following month.

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

I choose PLAN A B C D E F

COMPANY NAME

COMPANY ADDRESS

CONTACT NAME

EMAIL ADDRESS OF CONTACT PERSON

PHONE NUMBER

SIGNATURE OF PURCHASER

DATE OF AGREEMENT

You will need a username to access Laredo.

Username

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

Mail or Email to:

**Christine Clark, Columbia County Register of Deeds
112 E. Edgewater Street**

6
Portage, WI 53901

register.deeds@columbiacountywi.gov