

ON-LINE ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between **Columbia County**, a municipal corporation (hereinafter referred to as **COUNTY**), and _____, a _____ (hereinafter referred to as **PURCHASER**),

WITNESSETH:

WHEREAS, COUNTY, whose address is 112 E. Edgewater St, Portage, WI (P.O. Box 133, Portage, WI 53901), maintains a Register of Deeds Office (hereinafter referred to as **ROD**) as required by Wisconsin Statutes; and

WHEREAS, ROD has statutory authority pursuant to s. 59.43(2)(c) of the Wisconsin Statutes to enter into contracts with municipalities, private corporations, associations and other persons to provide them on-line access to the noncertified copies of the complete daily recordings and filings of documents pertaining to real property recorded in (**ROD**); and

WHEREAS, PURCHASER, whose address is _____, and whose registered agent is _____, desires to obtain on-line access to noncertified copies of documents pertaining to real property for its own use at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable amount for the depreciation of plant and equipment pursuant to s. 59.43(2)(c) of the Wisconsin Statutes.

NOW, THEREFORE, in consideration of the aforementioned premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, **COUNTY** and **PURCHASER** hereby agree as follows:

1. **Terms of On-Line Access Agreement**

The term of this on-line access agreement shall commence on _____, 20____.

Unless terminated 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 20____.

ROD reserves the right to issue proposed modified on-line access agreements at its sole discretion at any time. The issuance of a proposed modified on-line access agreement is notice that the current on-line access agreement is not automatically renewable upon like terms at the end of the current period. If a proposed modified on-line access agreement is issued, **PURCHASER** must sign the proposed modified on-line access agreement to renew its on-line access agreement for successive calendar year periods.

2. **Consideration and Terms of Payment**

PURCHASER may select from a list of available plans set forth on Page 7.

PURCHASER may upgrade its plan at any time, with changes effective on the 1st of the following month.

PURCHASER may downgrade a plan at any time, with changes effective on the 1st of the following month.

PURCHASER must pay the **ROD**, in advance, an initial amount equal to three (3) months of the rate plan selected for access.

PURCHASER will thereafter be required to maintain sufficient funds in the **ROD** escrow account to cover monthly expenses.

If the escrow balance is not maintained by **PURCHASER** so that funds are available to cover current charges, **ROD** may suspend **PURCHASER**'s on-line access account until payment is made.

Monthly fees will not be prorated.

3. **Scope of Services**

A. **COUNTY**'s Responsibilities:

ROD agrees to furnish **PURCHASER** on-line access to the following public information contained within the computer files of **ROD**.

i. Real Estate Grantor/Grantee Indexes – 1958 to the present through the Laredo software program.*

ii. Real Estate Tract Index – January 1, 2006 to the present through the Laredo software program.*

iii. Real Estate Document Images – 1964 to the present through the Laredo software program.*

*The public information contained within the computer files of **ROD** is usually updated within three (3) business days of recording.

The obligation to provide such access is subject at all times to the obligation of the **ROD** to fulfill the office's statutory duties. **COUNTY**'s obligations and **PURCHASER**'s rights under this Agreement are secondary to the statutory duties of **ROD**.

ROD agrees to provide **PURCHASER** non-guaranteed access seven (7) days per week twenty four (24) hours per day.

ROD agrees to deposit, invoice and maintain all advance payments made by **PURCHASER** under this Agreement in an escrow account until the advance payments are applied to charges incurred by **PURCHASER** under this Agreement.

ROD will issue **PURCHASER** one (1) user name and password upon receipt of both the initial payment and signed on-line access agreement. Each additional user name and password will require **PURCHASER** to sign an additional Agreement and pay the applicable fees.

ROD agrees to notify **PURCHASER** via e-mail of any computer problems that may affect the availability of on-line access, including periods of scheduled maintenance.

B. PURCHASER's Responsibilities:

PURCHASER agrees to immediately notify **ROD** of any change in its address, legal status and registered agent.

PURCHASER agrees it will be the sole user of any records obtained under this Agreement and will bear all risk and expense associated with copies or duplicates made by it.

PURCHASER agrees it will not sell, market or distribute public information obtained under this Agreement without the express written consent of **ROD** and **PURCHASER** shall not acquire any proprietary rights to computer program information.

PURCHASER agrees that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by any sale or distribution of public information and, therefore, agrees to pay five thousand dollars (\$5,000) in liquidated damages for each breach. Each document sold or distributed constitutes a separate breach.

PURCHASER may attach hard copies of documents received through this Agreement to title policies, abstracts, or similar single transactions, to its customers.

PURCHASER will keep its password confidential and notify **ROD** immediately of any loss, theft, or unauthorized use of its password.

PURCHASER shall not in any way attempt to enhance or alter public records accessed or disclose any confidential information contained therein.

PURCHASER agrees it will not data scrape or data harvest, or engage in any like activity, in the Laredo program or any other system used, maintained or owned by **COUNTY**. A "data scrape or harvest" occurs when a computer program extracts data from a human-readable output from another program. A data scrape or data harvest may be viewed as theft under applicable Wisconsin Statutes and subject to criminal penalties.

PURCHASER agrees that any data or information obtained from **ROD** under this Agreement remains the sole property of **ROD**. **PURCHASER** agrees that it will not sell, distribute, reproduce, market, or in any way re-use such data or information as independent “stand-alone” information without the express written consent of **ROD**.

4. **Limitation**

The index is not construed to be true and complete; rather it is a working copy subject to error, omission and future modification.

ROD does not warrant the correctness or validity of the computer records. Additionally, there are no warranties, guarantees, or representations as to the suitability of the information for **PURCHASER**'s purposes, or that use of the program or information will be without defect.

ROD does not warrant or guarantee the performance of the main computer system, the telephone lines, or any equipment in connection or in association with either or both of the foregoing.

5. **Inability to Access Data**

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, 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 which **PURCHASER**, its officers, employees, agencies, boards, commissions and representatives or any third parties who have relied upon such transmittals may sustain, incur or be required to pay by reason of **ROD** failing to transmit a copy of any document required to be provided under this agreement.

6. **Consequential, Incidental, Special or Indirect Damages**

In no event will **ROD** or **COUNTY** be liable to **PURCHASER** or anyone else for any consequential, incidental, special or indirect damages including, but not limited to, monetary losses incurred from inconvenience, delay or loss of use of this service.

7. **Assignments and Subcontractors**

PURCHASER shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or subcontracting, without the prior written consent of **ROD**.

8. **Termination**

A. **Termination With Cause**

COUNTY may immediately terminate this Agreement without prior notice upon discovery or reasonable belief that PURCHASER has violated any law relating to the use of data and information provided through this Agreement.

COUNTY may immediately terminate this Agreement without prior notice upon discovery or reasonable belief that PURCHASER has engaged in any data scraping or data harvesting activity.

B. **Termination Without Cause**

Either party may terminate this Agreement for any reason at any time upon thirty (30) calendar days written notice, starting on the first (1st) of a month, during the original term or any renewal period.

If during the term of this Agreement, COUNTY fails to appropriate sufficient funds to carry out ROD's responsibilities under this Agreement, the Agreement shall automatically be terminated as of the date funds are no longer available and without further notice of any kind to PURCHASER.

Termination shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.

9. **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.

10. **Venue**

It is expressly understood and agreed by the parties that in the event of any disagreement or controversy between the parties, venue of any legal action shall be Columbia County.

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 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. **Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose.

13. **Entire Agreement**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements, negotiations and prior written agreements between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, 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:

Date Signed: _____

 Print Name

_____ Phone

_____ E-Mail

FOR THE COUNTY:

Date Signed: _____

 Lisa Krintz
 Register of Deeds

COLUMBIA COUNTY ON-LINE ACCESS PLANS

PLAN	MONTHLY FEE	OVERAGE CHARGE**	PRINT CHARGE	✓
0-250 Minutes	\$75.00	.25 per minute	.50 per print	
251-500 Minutes	\$150.00	.25 per minute	.50 per print	
501-1000 Minutes	\$200.00	.25 per minute	.50 per print	
1001-2000 Minutes	\$300.00	.25 per minute	.50 per print	
Unlimited minutes	\$500.00		.50 per print	

** Per minute charge for each minute over the signed plan. Check (✓) desired plan.

Company Name: _____

Address: _____

Contact Person: _____

Email: _____

Telephone: _____