

ON-LINE ACCESS AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, by and between the **County of Ozaukee**, a municipal corporation (hereinafter referred to as **“COUNTY”**), and \_\_\_\_\_, a \_\_\_\_\_ doing business in Ozaukee County (hereinafter, **“PURCHASER”**),

WITNESSETH:

**WHEREAS, COUNTY**, whose address is 121 W. Main Street, Port Washington WI, (P.O. Box 994, Port Washington, WI 53074-0994), maintains a Register of Deeds Office (herein after referred to as **ROD**) as is required by Wisconsin Statutes; and

**WHEREAS, ROD** 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 depreciation of plant;

**NOW, THEREFORE**, in consideration of the above 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** do agree as follows:

1. The term of this agreement shall commence on \_\_\_\_\_,200\_, and shall terminate as of the thirty-first day of December, 200\_, unless sooner agreed to

by the parties. Either party may cancel this agreement at anytime upon **sixty (60) calendar days advance written notice**, during the original term or any renewal, 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 year periods, the first such renewal term being that for calendar year 200\_.

2. **ROD** agrees to furnish on-line access to real estate records in his office to **PURCHASER**. The index, Tract and Images of records will be from August 2, 1982 and is complete usually within five business days of recording. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill his office's statutory duties, and **COUNTY's** obligations and **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 modification. **Purchaser** shall receive notice via email of any computer problems that may affect this access.

4. **PURCHASER** must pay, in advance, to the **ROD** an amount equal to three months of the rate plan selected for access. Beginning with the fourth month of access **ROD** will bill **PURCHASER** monthly for fees due under paragraph 5. Payment by **PURCHASER** is due by the 10<sup>th</sup> of the month following the month in which the bill is issued. Payments not received by that date will bear interest at the rate of 12 percent per annum, pro-rated for the period from date of issuance of the bill to the date payment is received.

5. See Appendix A for a list of available plans for a primary license, (one per address). You may choose a plan for a secondary license (each additional user at the same address) or if you are using the unlimited plan each additional user of the unlimited plan would be half the monthly rate. A Plan may be upgraded at anytime, changes would take effect the 1<sup>st</sup> of the month. If you wish to downgrade a plan you may do this at anytime, however, the changes will take effect at the beginning of each new quarter.

6. 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 **COUNTY** failing to transmit a copy of any document required to be provided under this agreement.

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

8. If during the term of this agreement, the Ozaukee 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 of any kind to **PURCHASER**.

9. 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 Notices, bills, invoices 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.

11. 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. **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, that the name and address of **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. 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 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: \_\_\_\_\_

\_\_\_\_\_

Ronald A. Voigt  
Register of Deeds