

**INTERNET ACCESS AGREEMENT
WITH CLARK COUNTY REGISTER OF DEEDS**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between Clark County, 517 Court Street, Neillsville, WI 54456, a municipal corporation (hereinafter referred to as "COUNTY"), and

a company doing business in Clark County (hereinafter, "PURCHASER").

WITNESSETH;

WHEREAS, CLARK COUNTY maintains a Register of Deeds Office as required by Wisconsin Statutes; and

WHEREAS, REGISTER OF DEEDS has statutory authority to enter into Internet 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 Internet access pertaining to real property, as permitted by §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 do agree as follows:

1. The term of this agreement shall commence _____. Either party may cancel this agreement at anytime 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 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 **20**__.
2. Register of Deeds agrees to furnish to PURCHASER Internet access to real estate records maintained in Register of Deeds office. *Most* document images are viewable back to 1855. PURCHASER can search most Grantor/Grantee beginning 1935 until current. Tract index books, Grantor/Grantee index books and Lis Pendens index books are also viewable. All Certified Survey Maps should be indexed and viewable. Minerals Rights, MFL & FC documents, Lis Pendens, Federal Lien, Old Age Assistance docs, UCC index data can be sporadic but are mostly not scanned, they are a work in progress. The obligation to provide such access is subject at all times 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.
3. 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.
4. In exchange for being provided access to the Real Property Index, PURCHASER agrees to: Pay monthly fees in accordance with the following: Payment by PURCHASER is due fifteen (15) days from the date of the invoice. Payments not received by that date will result in

access being suspended until payment is received in full. Invoices will be provided 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.

5. **PURCHASER** may select a different Plan from the Addendum before the 10th day of each month. If **PURCHASER** elects to change said Plan, 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**.
6. 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.
7. **PURCHASER** shall not assign or transfer any interest or obligation in this agreement, whether by assignment or innovation, 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** 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 Clark 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 or obligation 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 and venue for any legal action to enforce the terms of this Agreement shall be in Clark County Circuit Court.
10. Notices, invoices, payments, and reports required by this agreement shall be deemed delivered as of posting on Laredo Connect, outlined in (5). It shall be the duty of the subscriber to access invoices by Laredo Connect within the number of days defined in #5.
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, Limited Liability Company or

other impersonal entity, that the name and address of PURCHASER'S registered agent is

_____, located at

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.

- 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.
- 14. PURCHASER agrees that it will not access any COUNTY information or data 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, replicate in ANY way FIDLAR communications protocols, attempt to identify IP addresses, locations, or commands of FIDLAR web services, or any software or process designed to circumvent the human being use of the provided Software user interface. FIDLAR reserves the right to detect such activity and to immediately terminate this license in any and all county locations believed to be associated with the PURCHASER userID activity. PURCHASER understands that FIDLAR has activity monitors in place to detect unauthorized use of SOFTWARE.
- 15. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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 THE PURCHASER:

(Company's Name)

Date Signed: _____

By: _____

* _____

(Individual's Name)

FOR THE COUNTY:

Date Signed: _____

Mary A. Denk
Clark County Register of Deeds

Date Signed: _____

Ken Gerhardt, County Board Chair
Chairman of Clark County Board of Supervisors

**ADDENDUM TO INTERNET ACCESS AGREEMENT
WITH CLARK 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	\$100/month	\$.25 per minute
B. 251-500	\$150/month	\$.25 per minute
C. 501-1000	\$225/month	\$.25 per minute
D. 1001-2000	\$325/month	\$.25 per minute
E. Unlimited	\$500/month	
Add'l Unlimited	\$150/each – Circle your choice: 1 2 3	

All plans are subject to an image maintenance fee of \$0.50 per printed page.

Plans may be changed before the 10th day of the first month of each calendar quarter.

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

I choose PLAN _____. (A B C D E)

NAME _____

COMPANY _____

EMAIL ADDRESS OF CONTACT PERSON:

DATE: _____

Complete the Agreement and Addendum (keeping a copy for your records) and mail or bring to:

Clark County Register of Deeds
Mary Denk
517 Court Street
Neillsville, WI 54456