

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

THIS AGREEMENT, made and entered into this ____ day of ____, 20____, by and between La Crosse County, 400 4th St. N., La Crosse, WI 54601, a municipal corporation (hereinafter referred to as "**County**"), and _____, a company doing business in La Crosse 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 _____, 201_, and shall terminate as of the thirty-first day of December, 201_, 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 years, the first such renewal term being that for calendar year 201_. Purchaser will agree to leave a dollar amount equal to two months of whichever plan they choose in an escrow account with the county.
2. All indexes are not construed to be true and complete; rather they are working copies, subject to error, omission and future modifications. The **Purchaser** shall receive notice via email of any computer problems that may affect this access. The website contains information on FTL and other lien documents that is not identical in content to documents presented to this office by IRS. Therefore, the results of a search of this indexing system cannot be relied upon in judicial or administrative proceedings related to title or transfer of property, including but not limited to searches relative to sales of property and foreclosure proceedings, in determining ownership interest in property on which a FTL attaches.
3. The fee for access is detailed on the attached addendum. The **Purchaser** may select a different rate plan before the 5th day of each month. All plans are subject to a print fee of \$.50 per unofficial copy page. **County** reserves the right to amend these fees upon 60 days written notice to **Purchaser**.
4. This agreement shall not be construed to impose any penalty, obligations or loss on the Register of Deeds for his/her failure to transmit a copy of any particular document, unless

through willfulness, and the **Purchaser** shall indemnify, defend and hold harmless the **County**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, including attorney 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 required to be provided under this agreement.

5. 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 Register of Deeds. 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.**
6. If during the term of this agreement, the La Crosse 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**.
7. Applicable Law. This contract shall be governed under the laws of the state of Wisconsin and is made at La Crosse County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in La Crosse County Circuit Court.
8. Notices, invoices, payments, 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.
9. 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. **County** shall have the right to terminate this Agreement immediately and without prior notice for breach by **Purchaser** of any of the terms or conditions of this Agreement.
10. **Purchaser** warrants and agrees that **Purchaser** shall not data scrape/web scrape/data harvest/web harvest or data mine or anything similar to any system used, maintained, or owned by **County**. A "data scrape/web scrape/data harvest/web harvest or data mining" occurs when a computer program has extracted data from a human-readable output coming from another program. A breach of this section shall result in the immediate revocation of this license without prior notice. Furthermore, **Purchaser** agrees that it will not be issued access to information for a minimum of one (1) year if this section is violated.

11. **Purchaser** agrees that any data scrape/web scrape/data harvest/web harvest or data mining may be viewed as theft and may be punishable under applicable Wisconsin law.
12. **Purchaser** agrees that it shall not sell, distribute, reproduce, market, or in any way re-use such program information as independent “stand-alone” information without the express written consent of Recorder, and User shall not acquire any proprietary rights to such computer program information.
13. Both **County** and **Purchaser** agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by material breach of this limitation. Therefore, **County** and **Purchaser** agree that, in the event the **Purchaser** has breached this limitation, **Purchaser** shall pay to **County** five thousand dollars (\$5,000) in liquidated damages for each breach. For purposes of this agreement, a breach shall be defined as the sale, distribution, reproduction, marketing, or re-use of any single document. Each document sold, distributed, or reproduced constitutes a separate breach. **County** and **Purchaser** further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by **County** due to any such breach. Subscriber also agrees that nothing in this section is intended to limit the **County’s** right to obtain injunctive and other relief as may be appropriate.
14. 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, and if a corporation, that the name and address of **Purchaser’s registered agent is**

If a corporation, the **Purchaser** shall notify the **County** immediately, in writing, of any change in its registered agent. The **Purchaser** shall notify the **County** immediately in writing of any change in the **Purchaser’s** address, and the **Purchaser’s** legal status.
15. Section Headings. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
16. Non-Assignment of Agreement. The parties agree that there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
17. Modifications to Agreement. There shall be no modifications to this Agreement, except in writing, signed by both parties.
18. Integration of Agreement. 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.

The **County** and **Purchaser**, each by their authorized agents, hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

FOR PURCHASER:

Date Signed _____

By _____

FOR THE COUNTY:

Date Signed _____

By _____

Cheryl A. McBride, Register of Deeds

AND

By _____

Tara Johnson, County Board Chair

**ADDENDUM TO INTERNET ACCESS AGREEMENT WITH
LA CROSSE COUNTY REGISTER OF DEEDS**

PER-MINUTE PLAN CHARGE

PLEASE SELECT THE PLAN YOU DESIRE, SIGN AND DATE

PLAN* (Minutes Per Month)	COUNTY CHARGE TO USER (Charge per Month)	OVERAGE CHARGE (Charge per Minute)
A 0 – 250 min	\$100.00/month	\$0.25/per min
B. 251 – 500 min	\$150.00/month	\$0.25/per min.
C. 501-1000 min.	\$220.00/month	\$0.25/per min.
D. 1001-2000	\$320.00/month	\$0.25/per min.
E. Unlimited Minutes	\$425.00/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. Please indicate below.

User Name: _____

Password: _____