
**Kenosha County Register of
Deeds LandShark Online Access
System Terms of Use Agreement**

THIS AGREEMENT, is made by and between the County of Kenosha, a municipal corporation having its mailing address as 1010 – 56th Street, Kenosha, WI 53140 (hereinafter referred to as “COUNTY”), and _____, a company having its mailing address as _____ (hereinafter referred to as “PURCHASER”).

WHEREAS, the COUNTY maintains a Register of Deeds Office (herein after referred to as ROD) as is required by Wisconsin Statutes; and

WHEREAS, ROD, with the consent and approval of the Kenosha County Board of Supervisors, has statutory authority to enter into online 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 online access to documents pertaining to real property at a price sufficient to permit COUNTY to recover its costs of labor, material and depreciation of plant;

NOW, THEREFORE, in consideration of the above 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 as of the first day of the month of _____, in the year _____, and shall continue on a month to month basis thereafter, unless sooner terminated by the parties. Either party may cancel this agreement at any time, during the term, for any reason or for no reason, by giving 30 days written notice to the other party as set forth herein. Cancellation or termination shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.
2. ROD agrees to furnish online access to real estate records in her office to PURCHASER. The obligation to provide such access is subject at all times to the obligation of the Register of Deeds to fulfill her office’s statutory duties, and PURCHASER’S rights under this agreement are secondary to the statutory duties of the Register of Deeds. PURCHASER agrees to abide by all disclaimers posted on the website of ROD. The COUNTY and the ROD reserve all rights set forth in the disclaimers, including the right to modify or discontinue service without notice or liability. Frequent checking of such website is required, as disclaimers may change from time to time without other notice to PURCHASER, and without liability to COUNTY.
3. The ROD index is not construed or deemed to be perfect and complete. Such index is a working copy subject to error, omission and future modification. ROD shall notify PURCHASER by e-mail, if possible, of any problems that may affect access to this website, in a timely manner.
4. PURCHASER is responsible for all persons using PURCHASER’S login to access this system and for all individuals granted access to the system under the terms of this agreement. Before access will be granted, PURCHASER must provide ROD with the names of all persons who will be accessing the system under this agreement and PURCHASER agrees to notify ROD of any deletions of names of such person or other changes. ROD will assign a separate login to each person identified by the PURCHASER as a potential user under this agreement. In no event, shall individuals share the logins assigned or allow individuals not registered with the ROD to use the login provided to access the system. If PURCHASER does allow for the use of logins by users who have not been identified to the ROD, the ROD reserves the

right to discontinue service without notice or liability. ROD reserves the right to change PURCHASER'S password or login information for any reason ROD deems sufficient. PURCHASER is responsible to maintain, at its expense, computer hardware, software and access lines to use this website.

5. This agreement shall not be construed to impose any penalty, obligation or loss on ROD or COUNTY for its failure to transmit a copy of any particular document, or for any other reason unless such act is committed with actual malice and intent to harm PURCHASER. PURCHASER shall indemnify, defend and hold harmless KENOSHA COUNTY, its boards, commissions, agencies, officers, employees, agents and representatives against any and all liability, claims, lawsuits of all kinds and nature, judgments, losses, damages of all kinds, costs or expenses, including reasonable attorney fees, which PURCHASER or its customers and contractors, and/or their officers, employees, agents, principals or assigns and representatives may sustain, incur or be required to pay by reason of COUNTY failing to transmit a copy of any document, or by performing or failing to perform any other act required to be provided under this agreement or related in any way to this agreement.

6. 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 prints, duplicates or copies of any material received pursuant to this agreement and any such prints, copies or duplicates so made by PURCHASER shall be at PURCHASER'S sole risk and expense. PURCHASER may not transfer, sell, share or deliver any materials (electronic data, paper prints or otherwise) received from ROD under this agreement to any person, firm, company, association, corporation, business, partnership or any other individual or entity of any nature whatsoever. Paper copies of individual reports or documents may be provided to certain individual customers of PURCHASER, if such copies are used in the course of the firm's normal retail business and if the source of the information is provided to the recipient (either verbally or in writing).

7. Prohibition on Data Mining: Data mining refers to the process of collecting, searching through and analyzing a large amount of data in a database. It includes any form of large-scale data or information processing or downloading including but not limited to the collection, extraction, warehousing and analysis of information and it includes massive data downloads which could potentially cause the COUNTY'S system to become unresponsive and result in major slowdowns affecting the COUNTY'S systems. **The PURCHASER understands and agrees that data mining is prohibited.** The COUNTY'S web portal and associated data bases are not designed for or intended for large data downloads. Therefore, **large, mass and/or continuous downloading is prohibited.** In addition, **the use of any automated process or "robots" to download large amount of information is prohibited.** Any such action would be a misuse of the COUNTY'S property, program systems and data bases compilations. Any violation of this section shall constitute a material breach of the agreement. If the COUNTY determines, in its sole discretion, that Data Mining is occurring, it shall have the right to terminate this agreement immediately and deactivate PURCHASER'S online access. The COUNTY will not be responsible for any loss or damage that occurs from this deactivation.

8. If during the term of this agreement, the Kenosha 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 to ROD 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, to the address herein. It shall be the duty of a party who changes its address, to notify the other party in writing within 30 days thereof.

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. 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 related to such breach or default.

12. PURCHASER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the person executing this agreement on its behalf is 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, or in his address, and of any bankruptcy involving the PURCHASER, or any other change in PURCHASER'S legal status.

13. Payment/Fees. The monthly, non-refundable subscription fee for this Kenosha County Register of Deeds Landshark Agreement is **\$800.00** per month for up to 10,000 images. This monthly fee is due in advance of the first day of the month for which access is being requested. The Register of Deeds reserves the right to immediately suspend service without further notice of any kind if payment is not received before the start of the covered month or if PURCHASER downloads more than 10,000 images in a one-month period. The ROD may adjust the monthly fees, from time to time, with 45 days prior written notice.

14. 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.

CONTACT PERSON FOR PURCHASER

Please provide the name, phone & fax number, and email address:

COMPANY NAME: _____

Contact Person's Name: _____

Email _____

Phone: _____ Fax: _____

SYSTEM USERS:

Please provide the names of any additional staff that will use the Online Access System website:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

IN WITNESS WHEREOF, KENOSHA 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:

By, _____ Date: _____

*

Print Name and Title of authorized representative.

FOR KENOSHA COUNTY:

By, _____ Date: _____

JoEllyn M. Storz, Register of Deeds

Form previously reviewed by Corporation Counsel by Joseph Cardamone and First Assistant Counsel Jennifer J. Kopp.

Send the completed Terms of Use Agreement to:
Kenosha County Register of Deeds
1010 – 56th Street
Kenosha, WI 53140

Or email the completed and signed copy to:
JoEllyn.Storz@Kenoshacounty.org