

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

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **County of TREMPEALEAU**, a municipal corporation (hereinafter referred to as **“COUNTY”**), and _____, a _____ doing business in TREMPEALEAU County (hereinafter, **“PURCHASER”**),

WITNESSETH:

WHEREAS, COUNTY, whose address is 36245 Main Street, Whitehall, WI (P.O. Box 67, Whitehall, WI 54773), 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 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 to documents pertaining to real property at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for depreciation of plant and equipment;

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 _____, ____ and shall terminate as of the thirty-first day of December, ____, 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 ____.

2. **ROD** agrees to furnish to **PURCHASER** Internet access to real estate records maintained in her office. The Grantor/Grantee index of records is available beginning January 1, 1990, Federal Tax Liens beginning July 1, 2004 and the Tract Index is available beginning January 1, 1994. Newly recorded documents are usually available 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 her 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 two months of the rate plan selected for access. At the end of the first month **ROD** will bill **PURCHASER** monthly for fees due under paragraph 5 for third month and each month thereafter. Payment by **PURCHASER** is due twenty (20) days from the date of the invoice. Payments not received by that date will result in service being terminated. In order to restore service all outstanding charges must be paid before service is restored.

5. The fee for access is detailed on the attached addendum. **PURCHASER** may select a different rate plan before the 5th day of each month. If increasing minutes the new rate will become effective the first day of the following calendar month. If decreasing minutes 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 increasing minutes within the first three months **PURCHASER** must pay the increase in fee in advance. If decreasing minutes within the first three months **COUNTY** will apply refund to the next billable month. After the first year, the **COUNTY** may change the fees with a 60 days advance notice.

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.

8. If during the term of this agreement, the Trempealeau 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, payments, 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, Limited Liability Company or other impersonal entity, that the name and address of **PURCHASER'S** registered agent is _____. If a corporation, Limited Liability company or other impersonal entity **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

FOR THE COUNTY:

Date Signed: _____

Rose Ottum
Register of Deeds

October 28, 2014

**ADDENDUM TO INTERNET ACCESS AGREEMENT
WITH TREMPLEALEAU 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	\$220/month	\$.25 per minute
D. 1001-2000	\$320/month	\$.25 per minute
E. Unlimited	\$425/month	\$.00

ALL PLANS ARE SUBJECT TO AN IMAGE MAINTENANCE FEE OF \$.50 PER PRINTED PAGE

Plans may be changed before the 5th day of the month. If increasing minutes new rate will take place the first day of the following month. If decreasing minutes the new rate will take place the first day of the following calendar month.

I choose PLAN_____. Select A B C D E

NAME_____

COMPANY_____

ADDRESS_____

PHONE _____

USER NAME FOR LAREDO: _____

PASSWORD FOR LAREDO: _____

EMAIL ADDRESS OF CONTACT PERSON

DATE_____

Mail or bring to:

**Rose Ottum
Register of Deeds
PO Box 67
Whitehall, WI 54773**