



REGISTER OF DEEDS

ONEIDA COUNTY

Courthouse Building

P.O. Box 400

Rhineland, Wisconsin 54501-0400

Telephone (715) 369-6150

Fax (715) 369-6222

Kyle J. Franson
Register of Deeds

**Oneida County Register of Deeds
Daily Internet Access and Escrow Account
Terms of Use Agreement**

This agreement made and entered into this _____ day of _____, 20__ by and between the Oneida County Register of Deeds (OCROD) and

Company name _____
Street address _____
City/State/Zip _____
Telephone _____
Fax _____
Email _____

1. OCROD agrees to furnish access to the grantor/grantee and tract indexes along with images through the Oneida County on-line land records management system. The information and services available at this site come from the OCROD office and are available only after establishing an escrow account.
2. The information accessed is not be to construed as true and complete. It is a representation of the public record or county databases and information systems, and is subject to error, omission, and future modification or enhancements. Company shall receive notice of computer problems in a timely manner that may affect access to this website.
3. The Company agrees to maintain the confidentiality of personally identifiable information found on this site, including, but not limited to: names of persons or property owner; these names may not be redistributed, republished, or disclosed to non-users of the site.
4. The Company agrees to refrain from selling copies of accessed information. Copies of individual reports or documents may be provided to Company customers if such copies are used in the course of the Company's normal business and if the source of the information is provided to the recipient (either verbally or in writing). Any such copy provided to Company customers shall protect the confidentiality of any person unless the copy is for the person identified in the record as verified through a photo ID. OCROD remains the custodian of all records contained on the system and any open records requests for such information should be sent to the OCROD.

5. The Company is responsible for all persons using the Company login. The Company must provide OCROD with the names of all persons using the Company login and agrees to notify the OCROD of any changes. For any reason an employee quits or is terminated, the Company must notify the OCROD within 72 hours. OCROD reserves the right to change the company's password or login information for any reason, as OCROD deems sufficient.
6. The initial term of this agreement shall commence as of the first day of access being provided by OCROD. Unless canceled by either party as provided herein, this agreement shall be automatically renewed for successive one year terms. If either party decides to exercise its right not to renew this agreement, it must do so in writing prior to July 1 of any given year. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.
7. The fees for Daily Internet Access and Escrow Account are as follows:
 - Once the images are downloaded, the statutory rate is \$2 for the first page, and \$1 for each additional page per document, and charged against the established escrow account.
8. OCROD reserves the right to change terms and conditions at any time, or to modify or discontinue services without notice or liability and for any reason OCROD deems sufficient.
9. The Company agrees to abide by all disclaimers posted on the website. Disclaimers may change from time to time without notice or liability to OCROD.
10. Any disputes arising from the use of this website and/or data are governed by the laws of the State of Wisconsin and Oneida County and venue for resolutions of any actions or disputes that may arise shall be in Oneida County. The laws of the State of Wisconsin shall apply to all uses of this data and this system. All parties stipulate that any litigation will be tried before the Circuit Court of Oneida County sitting without a jury.
11. Company understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Company. Company agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of county. Compliance and cooperation of Company shall be at its sole cost and expense.
12. This contract shall not in any way be deemed to create a partnership or joint venture between the parties to the agreement.
13. It is agreed by the parties that nothing in this contract, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation, or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.

14. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

Signed _____
Authorized signature on behalf of the Company

Date _____

Print name _____

Phone _____

Email _____

Kyle J. Franson
Register of Deeds

Date _____