



Florence County Register of Deeds

Florence County

Courthouse Building

P.O. Box 410

Florence WI 54121

Telephone (715) 528-4252

Laurie J Boren
Register of Deeds

Florence County Register of Deeds
Daily LandShark internet Access and Escrow Account

Terms of Use Agreement

This agreement made and entered into this _____ day of
_____, 20____ by and between the Florence County
Register of Deeds and

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

1. Florence County ROD agrees to furnish access to the real estate grantor/grantee indexes and images through the Florence County LandShark Website. The information and services available at this site come from the Florence ROD office and are available only after establishing an escrow account.
2. The information accessed is not to be 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. The 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, Florence County ROD remains the custodian of all records contained on the system and any open records requests for such information should be sent to the Florence County ROD.
5. The Company is responsible for all persons using the Company login. The Company must provide Florence County ROD with the names of all

persons using the Company login and agrees to notify the Florence County ROD of any changes, for any reason an employee quits or is terminated, the Company must notify the Florence County ROD within 72 hours. Florence County ROD reserves the right to change the company's password or login information for any reason, as Florence County ROD deems sufficient.

6. The initial term of this agreement shall commence as of the first day of access being provided by Florence County ROD. 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 LandShark Internet Access and Escrow Account are as follows:
 - Florence County ROD is unable to issue refund checks; The Company will need to have a zero balance or forfeit in writing, any remaining balance to close Company's account.
 - Escrow account must be established with a minimum of \$25.00 and replenished accordingly.
 - 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. Florence County ROD 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 Florence County ROD 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 Florence County ROD,
10. Any disputes arising from the use of this website and/or data are governed by the laws of the State of Wisconsin and Florence County and venue for resolutions of any actions or disputes that may arise shall be in Florence 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 Florence 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 _____ Date _____
Authorized Signature of behalf of Company

Print Name _____

Phone _____

Email _____

Laurie J Boren
Register of Deeds

Date _____