

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 (FCROD)

and

Company Name: _____
Street Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
E-Mail: _____

1. FCROD 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 FCROD 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 FCROD 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 owners; 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 I.D. FCROD remains the

custodian of all records contained on the system and any public records requests for such information should be sent to FCROD.

5. The Company is responsible for all persons using the Company log-in. The Company must provide FCROD with the names of all persons using the Company log-in and agrees to notify the FCROD of any changes. If for any reason an employee quits or is terminated, the Company must notify the FCROD within 72 hours. FCROD reserves the right to change the Company's password or log-in information for any reason – as FCROD deems sufficient.
6. The initial term of this Agreement shall commence as of the first day of access being provided by FCROD. Unless canceled by either party as provided herein, the 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:
 - 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.
 - FCROD is unable to issue refund checks; Company will need to have a zero balance or forfeit in writing any remaining balance to close Company's account.
8. FCROD reserves the right to change terms and conditions with reasonable notice to company, or to modify or discontinue services without liability, for any reason FCROD 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 FCROD.
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 law of the State of Wisconsin shall apply to all uses of this data and this system. The parties stipulate that any litigation will be brought before the Circuit Court of Florence County sitting without a jury.
11. Company understands and agrees that provisions of the Wisconsin Public 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 FCROD in its compliance with such laws. Compliance and cooperation of Company shall be at its sole cost and expense.
12. This Agreement 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 Agreement shall in any way constitute a waiver on the part of the FCROD of any immunity, liability limitation or other protection available to FCROD under any applicable statute or other law. To the extent that any provision of this Agreement 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.
15. The Company shall not in any way enhance or alter public records accessed, or attempt to do so. Any copies of public records accessed pursuant to this Agreement or duplicates so made by you shall be at your risk and expense, and EXCLUSIVELY FOR YOUR SOLE USE. YOU MAY NOT WHOLESALE OR RETAIL COPIES OF ANY MATERIAL RECEIVED. Independent business entities are PROHIBITED from using county public records to establish public record distribution/centers or to create private company data base systems for data or image distribution. Any such action would be a misuse of the County's property systems, databases and data compilations. Any violation of this section shall constitute a material breach of this Agreement.
16. The Company is prohibited from data mining. Massive data downloads cause system crashes and major slowdowns affecting county systems. DATA MINING IS PROHIBITED. FCROD's Web Portal and associated data bases are not designed for, nor are they intended for large data downloads. LARGE, MASS and/or CONTINUOUS DOWNLOADING is PROHIBITED. Any such action would be a misuse of County property, program systems and data bases compilations. Any violation of this section shall constitute a material breach of this Agreement.
17. Access to, and use of, any web service (hereinafter "Service") provided by FCROD is subject to the terms and conditions of this Disclaimer and all applicable laws and regulations, including laws and regulations governing copyrights and trademarks. For the purposes of this disclaimer, any reference to the "County" shall mean Florence County, and you, the user, will be referred to as "you " (including the possessive "your") or the "user".
Your acceptance of these terms and conditions obligates you to pay for access to any service provided on this site for which a fee may exist. This includes an obligation to pay the charges incurred by third parties, whether they are your agents or otherwise, who access this Service through your account. The County reserves the right to change the terms and conditions and the prices charged for Service at any time. Your continued use of this site and this Service after the posting of updates or revised charges for Service, will constitute your agreement to those terms or charges, as modified. The County additionally reserves the right to modify or discontinue any service without notice or liability.
18. All documents available on this service may be protected under the United States and/or Foreign Copyright Laws. Florence County shall remain the sole

and exclusive owner of all rights, title and interest to all copyrighted or protected Information created and posted for inclusion in this system. Florence County retains all rights to the information provided by this service, including, but not limited to, the right of reproduction.

19. All of the products and services, including but not limited to text, data, photographs, maps, images, graphics, audio and video clips, trademarks, logos, and service marks (collectively, the "Content"), are owned by the County or licensed to the County by third-parties, and are protected by copyright, trademark and other intellectual property laws. In connection with those products and services, you agree to the following:
 - a. When accessing the Content, you may print a copy (hereinafter "printout") of any accessed information, provided that the use of the printout is restricted to your personal use, and is not copied or distributed to third parties. If the County's program permits the downloading of any accessed information, the use of this downloaded information is restricted to your personal use, and shall not be copied or distributed to third parties. If a printout and/or download is made, the County and applicable third parties shall retain all rights in this material, and such a printout an/or download shall retain any copyright or other notices that may be contained therein. You understand and agree that the pricing of any information and services provided by the County is based upon the granting of a limited license to use this data, and you further agree that you will not produce a product with the Content that in any manner conflicts or competes with the County's use of this data.
 - b. You will not reuse, republish or otherwise distribute the Content or any modified or altered versions of it, whether over the Internet or otherwise, and whether or not for payment, without the express written permission of the County or the copyright holder.
 - c. You will cooperate promptly and completely with any reasonable request by the County related to an investigation of infringement of copyright or other proprietary right.
 - d. You agree that the material you are accessing may constitute trade secrets and/or intellectual property of the County, and violation of this agreement may cause irreparable harm to the County.
20. Use of the Florence County Government information technology system to send unsolicited faxes or e-mail to Florence County Government and its employee's agents or officials is prohibited.
21. You hereby agree to indemnify and hold harmless Florence County, and its officials, agencies, officers, subsidiaries, employees, licensors and agents, from and against any and all liability, loss, claims, damages, costs and/or actions (including attorney's fees) based upon or arising out of any breach by you of your obligations under this Disclaimer. Notwithstanding your indemnification obligation, Florence County reserves the right to defend any such claim, and you agree to provide us with such reasonable cooperation and information as we may request.

SIGNED:

Authorized signature on behalf of the Company

PRINT NAME:

DATE:

E-MAIL:

Laurie J Boren
Register of Deeds
501 Lake Ave
PO Box 410
Florence, WI 54121
715-528-4252

DATE: _____