

**ON-LINE ACCESS AGREEMENT
WITH MARQUETTE COUNTY REGISTER OF DEEDS**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, (“**Effective Date**”) by and between Marquette County, 77 West Park Street, Room 106, Montello, Wisconsin 53949, a Wisconsin municipal corporation (“**COUNTY**”), and _____ (Company Name), _____ (Company Address), a company doing business in Marquette County (“**PURCHASER**”).

WHEREAS, COUNTY maintains a Register of Deeds Office as required by Wisconsin Statutes; and

WHEREAS, REGISTER OF DEEDS has authority pursuant to Wisconsin State Statute s.59.43(2)(c) to enter into On-line 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 On-line access pertaining to real property, as permitted by s.59.43(2)(c), Wis. Stats., at a price sufficient to permit **COUNTY** to recover its costs of labor and material as well as a reasonable allowance for plant and depreciation of equipment used.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, **COUNTY** and **PURCHASER** do agree as follows:

1. **Term and Renewal.** The Initial Term of this agreement shall commence on January 1, 2026 and shall continue for a period of one (1) calendar year (“**Initial Term**”). Following the Initial Term, this agreement shall automatically renew for successive one (1) calendar year periods (each, a “**Renewal Term**”). Either party may terminate this agreement for any reason or no reason upon sixty (60) calendar days prior written notice at any time during the Initial or any Renewal Term. Termination shall not relieve either Party of its obligations incurred prior to the effective date of the termination.
2. **Access to Real Estate Records.** **COUNTY** agrees to provide **PURCHASER** with On-line access to real estate records maintained in the Register of Deeds office, including document images, Subdivision Plats, and Certified Survey Maps. **PURCHASER** acknowledges that its rights under this agreement are secondary to the statutory duties of the Register of Deeds and **COUNTY’S** obligations.
3. **Accuracy of Records.** The index of records is provided as a working copy and is subject to error, omission, and future modifications. **COUNTY** does not guarantee the accuracy or completeness of the index. **COUNTY** shall notify **PURCHASER** via email of any computer issues affecting access. However, failure of **COUNTY** to provide such notice shall not constitute a breach of this agreement, nor subject **COUNTY** to liability.
4. **Fees and Payment.** **PURCHASER** agrees to pay monthly fees in accordance with the selected plan outlined in the Addendum to this agreement. **COUNTY** will establish an Escrow account for **PURCHASER** and **PURCHASER** shall make an initial deposit equal to two (2) months of access fees into Escrow account. Subscription fees will be automatically deducted from the Escrow account on the first of each month of service and charges for copies shall be deducted from the Escrow account in real time. Falling below the minimum balance of one (1) month’s subscription fees will result in suspension of access until the Escrow account is replenished.
5. **Laredo Connect Access and Account Statements.** Statements and alerts for this Escrow account are available through Laredo Connect. The Laredo Connect account must be created before the end of the month in which this agreement is signed. Failure to comply may result in the suspension of Laredo access until the **PURCHASER** has completed the account setup. Notwithstanding any such failure by the **PURCHASER** to

establish the required accounts, **PURCHASER'S** obligation to pay all monthly subscription fees shall remain in full force and effect

6. **Plan Changes.** **PURCHASER** may select a different Plan from the Addendum before the 5th day of each month. Plans will not be prorated within the monthly cycle and any portion of a month will be billed at the rate of a full month. If **PURCHASER** elects to change said Plan after the 5th day of the month, the new rate will become effective the first day of the following calendar month. If such change in Plan occurs within the first two months of the Term, **PURCHASER** shall pay the increase in fee in advance. After the Initial Term, **COUNTY** may change the fees upon sixty (60) days advance notice to **PURCHASER**.

7. **Prohibited Distribution and Data Access.**

PURCHASER is prohibited from wholesaling, retailing, or distributing, the materials received pursuant to this agreement, whether for a fee or free of charge, to any person, firm, association, business, or other third party without **COUNTY'S** written consent. Any copies or duplicates of materials made by **PURCHASER** shall be for **PURCHASER's** sole use only.

Furthermore, **PURCHASER** agrees that it will **not access** any **COUNTY** information or data available through the Laredo software except by means of the authorized Laredo client user interface. **PURCHASER** specifically agrees that it will not make any attempt to identify IP addresses or use any form of **robotic software, screen scrapers, harvesting software, internet protocol sniffers, or any other automated tools** to access **COUNTY'S** data. Any such prohibited activity will result in **immediate termination** of this agreement and may be subject to criminal penalties under Wisconsin law.

8. **Data Accuracy.** **PURCHASER** acknowledges that the information, documents, and related graphics on the service may contain technical inaccuracies or typographical errors. **PURCHASER** is responsible for verifying the currency and accuracy of data obtained from non-service sources, as external electronic data can be altered or quickly become outdated.
9. **Indemnification.** **PURCHASER** shall indemnify, defend, and hold harmless the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives from and against any claims, liabilities, losses, damages, costs, including reasonable attorneys' fees, arising from **PURCHASER's**, its officers, employees agencies, boards, commissions and representatives, use of the services.
10. **Disclaimer of Warranties.** While the **COUNTY** uses reasonable efforts to provide accurate and up-to-date information, some of the information provided is gathered by third parties and has not been independently verified by the **COUNTY**. All information and services are provided "as is," and the **COUNTY** makes no warranties, express or implied, regarding their accuracy, adequacy, completeness, or usefulness. The **COUNTY** expressly disclaims all warranties, including, but not limited to, any warranties of title, merchantability, fitness for a particular purpose, freedom from computer viruses, and non-infringement of proprietary rights. **COUNTY** does not represent or warrant that access to the service will be uninterrupted or error-free. **COUNTY** assumes no liability or responsibility for the quality, content, or accuracy of the information, text, graphics, or links provided.
11. **Limitation of Liability.** **PURCHASER** assumes all risks associated with the use of the services. The **COUNTY** shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use the services. **COUNTY** reserves the right to modify the services and content at any time, without prior notice or liability to **PURCHASER**.

12. **Termination and Remedies for Default.**

COUNTY may immediately terminate this agreement, effective upon written notice to **PURCHASER**, if

PURCHASER breaches any term or covenant herein. Upon termination, all rights and licenses granted shall immediately cease, and **PURCHASER** shall discontinue all use of the services, with all prior fees being non-refundable.

Notwithstanding any other provision herein, this agreement shall automatically terminate if **COUNTY** fails to appropriate sufficient funds for its obligations. Termination is effective immediately upon funds becoming unavailable, without further notice or obligation to **PURCHASER**.

The acceptance of any payment by **COUNTY** shall not be deemed a waiver of any breach or default by the **PURCHASER** under this agreement, and **COUNTY** reserves all rights and remedies available at law or in equity for any such breach or default, notwithstanding its acceptance of payment.

13. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any disputes arising out of or relating to this agreement shall be brought and resolved exclusively in the Circuit Court of Marquette County, Wisconsin.
14. **Notices.** Notices, invoices, payments, and reports required under this agreement shall be deemed delivered upon posting on Laredo Connect, in accordance with paragraph 5 above. It shall be the duty of the **PURCHASER** to access invoices on Laredo Connect.
15. **Compliance with Laws.** **PURCHASER** warrants and represents that it is in compliance with all applicable laws and regulations necessary to conduct business in the State of Wisconsin, and that the individual(s) executing this agreement on its behalf are duly authorized to bind the **PURCHASER**.
16. **Registered Agent.** If **PURCHASER** is a corporation, limited liability company, or other legal entity, the **PURCHASER'S** registered agent is [NAME AND ADDRESS].
PURCHASER shall notify **COUNTY** immediately, in writing, of any change in its registered agent or address.
17. **Assignment.** **PURCHASER** shall not assign or otherwise transfer any interest or obligation under this agreement without the prior written consent of **COUNTY** Register of Deeds.
18. **Entire Agreement.** This agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written.
19. **Severability.** If any provision of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties having read and understood the entirety of this agreement, have executed this agreement as of the Effective Date.

PURCHASER SIGNATURE:

Printed/Typed Name of Person Signing

Date Signed

REGISTER OF DEEDS SIGNATURE:

Printed/Typed Name

Nicole Ziebell, Register of Deeds

Date Signed

**ADDENDUM TO ON-LINE ACCESS AGREEMENT
WITH MARQUETTE 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 0-120	\$50/month	\$.25 per minute
B 121-250	\$125/month	\$.20 per minute
C 251-500	\$175/month	\$.15 per minute
D. 501-1000	\$275/month	\$.12 per minute
E. Unlimited*	\$525/month	
*Additional User (Max 2) \$160/month		

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

Plans may be changed before the 5th day of the month. If changing the minute plan is requested after the 5th of the month, the new rate will take place the first day of the following month.

**Per minute charge for each minute over the plan that was originally selected

I choose PLAN A ☐ B ☐ C ☐ D ☐ E ☐

COMPANY NAME _____

COMPANY ADDRESS _____

CONTACT NAME _____

EMAIL ADDRESS OF CONTACT PERSON

PHONE NUMBER _____

SIGNATURE OF PURCHASER _____

DATE OF AGREEMENT _____

You will need a username to access Laredo.

Username _____

Once your account has been activated, we will be in contact for a password.

Mail to:

**Nicole Ziebell, Marquette County Register of Deeds
77 West Park Street, Rm 106
Montello, WI 53949-9366**

Include a Check made out to Marquette County ROD for the initial deposit sum of TWO months of access to establish the Escrow account. Payments for copies will be automatically deducted from their Escrow account in real time.