



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

**This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by and between the Racine County Register of Deeds (hereinafter referred to as “RCROD”) and**

**Company Name \_\_\_\_\_  
(Herein referred to as the “Purchaser”)**

**Contact Person \_\_\_\_\_**

**Street Address \_\_\_\_\_**

**City/State/Zip \_\_\_\_\_**

**FEIN # \_\_\_\_\_**

**Telephone \_\_\_\_\_**

**Fax \_\_\_\_\_**

**Email \_\_\_\_\_**

1. RCROD agrees to furnish internet access to the real estate grantor/grantee indexes and images through the Racine County LandShark Website. The information and services available at this site come from the RCROD office and are made available only by subscription application or establishing an escrow account.
2. The information is not to be construed as true and complete. It is only a representation of the public record or county index databases and information systems, and is subject to error, omission and future modification or enhancements. PURCHASER shall receive notice of computer problems that may affect access to this website in a timely manner. It is recommended that PURCHASER search property on the site using more than a single search methodology.
3. The PURCHASER agrees to maintain the confidentiality of personally identifiable information found on this site. Specifically, names of persons or property owner names. This information may not be redistributed, republished or disclosed to non-users of the site.
4. The PURCHASER agrees to refrain from selling copies of this information. Copies of individual reports or documents may be provided to certain PURCHASER customers if such copies are used in the course of the PURCHASER'S normal business. Any such copy must protect the confidentiality of individuals mentioned in the information copied unless the copy is for the person identified in the record as verified through a photo ID. RCROD remains the custodian of all records contained on the system and any open records requests for such information should be sent to the RCROD.
5. The PURCHASER is responsible for all persons using the PURCHASER login. The PURCHASER must provide RCROD with the names of all persons using the PURCHASER login and agrees to notify the RCROD of any changes within ten (10) days of change. If for any reason an employee quits or is terminated, the PURCHASER must notify the RCROD within 24 hours. RCROD reserves the right to change the PURCHASER'S password or login information for any reason that RCROD deems necessary.
6. The initial term of this agreement shall commence as of the first day of access being provided by the RCROD. The initial subscription fee shall

be calculated beginning the first day of access and ending December 31<sup>st</sup> of the corresponding year and adjusted accordingly based on the \$1000 yearly subscription fee to the nearest quarter (\$250 per quarter).

Subsequent terms shall be for one year, beginning January 1<sup>st</sup> through December 31<sup>st</sup>. No refunds shall be given on the subscription fee unless canceled by either party as provided herein. This agreement shall be automatically renewed upon like terms, except for fees, for subsequent one-year terms. The yearly subscription will be invoiced in December and must be paid by January 1<sup>st</sup>. If either party decides to exercise its right not to renew this agreement, it must do so in writing to the other party prior to October 1<sup>st</sup> of any given year. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.

7. RCROD reserves the right to change these terms and conditions at any time, or to modify or discontinue services without notice or liability and for any reason the RCROD deems necessary.
8. If during the term of this agreement, the Racine County Board of Supervisors fails to appropriate sufficient funds in the County Budget to carry out RCROD'S obligations under this agreement, this agreement shall be instantly terminated as of the date funds are no longer available without further notice of any kind to PURCHASER.
9. The PURCHASER must agree to abide by all disclaimers posted on the website. Disclaimers may change from time to time without notice or liability and should be reviewed periodically.
10. Any disputes arising from the use of this website and/or data are governed by the laws of the State of Wisconsin and Racine County and venue for resolutions of any actions or disputes that may arise shall be in Racine 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 Racine County sitting without a jury.

## Landshark options

### **The 1<sup>st</sup> option:**

### **Daily LandShark Access and Escrow Account for copies (Search fee of \$1,000 per year and escrow money for copies):**

Yearly non-refundable subscription fee of \$1000, payable by January 1st of any given year.

Escrow account must be established with a minimum of \$100 and can be replenished accordingly.

Images are available for viewing at the statutory rate of \$2 for the first page, \$1 for each additional page (Wisconsin Statutes 59.43(2)(b) and charged against PURCHASER'S established escrow account.

Indexes available at no charge.

Contract is binding for 1 entire calendar year. Once you have signed the contract and paid the searching fee, you will not be entitled to a refund. Nor will you be able to cancel until the end of the calendar year except for terms of misuse.

### **The 2<sup>nd</sup> option: Landshark Access w/Unlimited printing (NO ESCROW). \$650 / month fee.**

Yearly non-refundable subscription service. Contract is binding for an entire calendar year.

\$650/per month, invoices billed monthly and payment to be received by the 15<sup>th</sup> of each month. Payments not received by the 15<sup>th</sup> of each month will result in suspension of services until paid in full.

Includes unlimited searching and copies printed at your own location.

Please Select one option as stated above:

**The 1<sup>st</sup> option:**

**Daily LandShark Access and Escrow Account for copies (Search fee of \$1,000 per year and escrow money for copies)**

**The 2<sup>nd</sup> option:**

**Landshark Access w/Unlimited printing (NO ESCROW). \$650 / month fee.**

By selecting one of the options above and signing below, I agree to the terms of this Daily Landshark Internet Access and Escrow Account Terms of Use Agreement with Racine County Register of Deeds Office.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Please return last page and check to:

Karie Pope  
Racine County Register of Deeds  
730 Wisconsin Avenue  
Racine, WI 53403

