

**KALKASKA COUNTY
REGISTER OF DEEDS
ON-LINE USER AGREEMENT**

Option #1: Guest Users

Pay a \$3.50 convenience fee per transaction

Pay \$1.00 per printed page

Guest Users will see a watermarked, blacked out box on the document(s) until printed

No Land Search data is available (i.e. Parcel number, addresses, legal descriptions)

Option #2: Subscription Users

Subscription Users will setup an Escrow account, which includes one (1) username and password

Pay a \$250.00 per month subscription fee OR Pay a \$75.00 per week subscription fee

Pay \$1.00 per printed page

Subscription Users will see the full image without a watermark

Must keep positive balance at all times

Option #3: Tract Option (Additional)

Timed Land Search (i.e. unplatted, platted, condominiums)

Pay a \$20.00 fee per 15 minute increment

Time is tracked cumulatively per day

Must keep positive balance at all times

Required to place at minimum \$1000.00 into escrow to cover tract fee(s)

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NAME:

ADDRESS:

CITY:

STATE:

ZIP

TELEPHONE #:

FAX #:

CONTACT PERSON:

E-MAIL ADDRESS:

USERNAME:

PASSWORD:

(If more than one person is going to be using your account, each user must have their own username and password.)

OPTION # _____

DATE: _____ **SIGNATURE** _____

PRINTED NAME: _____

For online service you will need the latest version of internet explorer, minimum requirement of version 6.0. You will also need to install Java Script.

Please advise of any changes to your account information by e-mailing jdegraaf@kalkaskacounty.org

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REAL ESTATE RECORDS. Real estate records that are published on the Register of Deeds Portal/Web Site ("Records") are provided subject to the terms and conditions contained in this On-Line User Agreement (hereinafter referred to as the "Agreement") and all applicable laws and regulations, including laws and regulations governing copyrights, patents, trade secrets, service marks, and trademarks. This Agreement will apply regardless of how the Purchaser accesses the Records; the type of media the Records are presented, stored, or made available on; and the services provided by the Register of Deeds to assist the Purchaser in obtaining the Records.

AMENDMENTS TO THE AGREEMENT. By accessing, downloading, viewing, or using the Records or the content contained therein, the Purchaser accepts without limitation or qualification all of the terms and conditions in this Agreement. The Register of Deeds reserves the right to change this Agreement and the fee schedule outlined in the Options listed above at any time without notice. The Purchaser's continued use of the Records after the updates made to the Agreement and/or fee schedule have been posted will constitute the Purchaser's agreement to those updates.

ACCESS. The Register of Deeds agrees to furnish on-line access to Records available in the Register of Deeds Office. The Purchaser will also have access to: 1) the Index of Records; 2) images of subdivision plans, condominium plats, and certified survey maps; and 3) the Party Name Index, which is available as soon as the document is recorded and the tract index is posted. (hereinafter referred to as the "Index"). The Register of Deeds is obligated to provide such access to fulfill his or her statutory duties. Typically, documents are recorded on the date presented or the next working day; however, documents sent through the mail may take several days to reach the Register of Deeds Office.

ADDITIONAL SERVICES. The Purchaser's rights under this Agreement are secondary to the statutory duties and obligations of the Register of Deeds. Service will be provided to the Purchaser, on a non-guaranteed basis, seven (7) days per week (Sunday through Saturday), twenty-four (24) hours per day. This excludes scheduled maintenance as designated from time to time by the Register of Deeds or by the Kalkaska County Information Systems at its sole discretion. The Purchaser shall notify the Register of Deeds immediately of any loss, theft, or unauthorized use of access to the Records. Additionally, passwords may be changed and coordinated through the Register of Deeds Office upon request.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. The Records are not construed to be true and complete; rather, it is a working copy subject to error, omission, and future modification. While the Register of Deeds uses reasonable efforts to keep the Records accurate and up to date, some of the information provided is gathered by third parties and has not been independently verified by the Register of Deeds. The Register of Deeds does not warrant the correctness or validity of the Records. The Records are provided on an "as is" and "as available" basis. The Register of Deeds expressly disclaims any and all warranties, express and implied, including, but not limited to warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose, or freedom from Malware.

INABILITY TO ACCESS DATA. The Register of Deeds does not warrant that access to the Records will be uninterrupted or that there will be no failures, errors or omissions, or loss of transmitted information. The Purchaser agrees that the Register of Deeds shall not be liable for any delay or inability to access the Records, directly or indirectly, caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war,

riot, civil commotion, lack of material, delays of transportation, acts of God or other causes beyond the reasonable control of the Purchaser and/or the Register of Deeds.

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INDEMNIFICATION. This Agreement shall not be construed to impose any penalties, obligations, or loss on the Register of Deeds for its failure to transmit a copy of any particular document, unless through willfulness, and the Purchaser shall indemnify, defend and hold harmless the Register of Deeds, Kalkaska County, its boards, commissions, agencies, employees and representatives against any and all liability, loss, damages, costs or expenses which the Purchaser, its officers, employees, agencies, boards, commissions and representatives, or any third parties who have relied upon such transmittals may sustain, incur or be required to pay by reason of the Register of Deeds failing to transmit a copy of any document required to be provided under this Agreement.

CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Michigan.

ENTIRE AGREEMENT. This Agreement constitutes a valid and binding agreement between the Purchaser and the County of Kalkaska on behalf of the Register of Deeds. This Agreement represents the entire agreement between the Purchaser and the County, and supersedes any and all other communications, prior, contemporaneous or subsequent. By creating a username and password, the Purchaser agrees to use the Records at the Purchaser's own risk and that the Register of Deeds will not be held liable for any errors or omissions contained in the Records.

APPROVED AS TO FORM (BOC REGULAR MEETING 7-18-2018)
FOR THE COUNTY OF KALKASKA
COHL, STOKER & TOSKEY, P.C.

By: _____

Courtney A. Gabbara

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