



## Jackson County Register of Deeds

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### On-Line Access Agreement

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20~~20~~<sup>20</sup> by and between Jackson County Register of Deeds, hereinafter ROD, and \_\_\_\_\_, hereinafter Subscriber. **For the year of 2020**

The ROD has developed an internet site whereby Subscribers can access Jackson County records, (thus far dating back to 1988). The Subscriber shall access the images available hereunder via website through the use of a USER name and PASSWORD. The Subscriber acknowledges and agrees the ROD'S website was developed by and is solely owned by ROD and that it will remain the exclusive property of the ROD. The Subscriber acknowledges and agrees:

1. The ROD shall put forth their best efforts to provide adequate and uninterrupted service under the terms hereof; provided the ROD shall not be liable for interruption of service or delays in providing document copies when such delay shall be due to circumstances beyond the control of the ROD, including but not limited to equipment malfunction, periodic maintenance of the ROD'S document storage system, loss of electrical power, and internet or world wide web down time, or an act of God. Subscriber acknowledges and agrees that the County does not operate or control the internet or the worldwide web.
2. The images of the index and documents accessible hereunder may not be true, complete and accurate. They are a working copy of the original index and documents maintained in ROD'S office and that working copy is subject to error and omission and to future and constant change, modification, correction and updating. Subscriber will indemnify and hold harmless hereunder ROD and County for any third party claims resulting from Subscriber'S use of the internet site.
3. ROD desires to maintain the privacy of individuals and prevent the unwarranted invasion of personal privacy through the unrestricted

access to social security numbers, dates of birth, and other personally identifying information that could assist unscrupulous individuals in the furtherance of identity theft and such other crimes as may result from the misuse of this information. All records or instruments received from the division of health pertaining to vital statistics shall not disclose information prohibited by law or which in the judgment of the ROD might encourage, assist or lead to identity theft or fraud.

4. The Subscriber **will not knowingly sell property, service, or any list of names and addresses contained in or derived from public records, pursuant to K.S.A. 45-230, and amendments thereto, any other person or legal entity of any kind.**
5. K.S.A. 58-2804 provides that licensed abstractors shall have free access to the county records of ROD and the other county offices. The images and documents provided hereunder are an additional service provided by ROD.
6. Subscriber agrees to pay Jackson County \$300 for the YEAR of 20~~20~~20. The subscription shall be paid in full by the Subscriber upon execution of this contract. Additionally, Subscriber shall pay the ROD the sum of .50 cents per image for all copies made. Payment for copy charges must be made from a prepaid account which contains at all times sufficient funds of Subscriber to make all copy charges due hereunder. The ROD may adjust subscription fees or modify this subscription annually in which instance the ROD shall notify the Subscriber of the adjusted fees and contract modifications on or before November 1<sup>st</sup> of each year. The Subscriber shall execute and return to the ROD any contract which modifies fees or terms on or before December 1<sup>st</sup> of each year. If such contract is not returned or the Subscriber notifies the ROD to discontinue services, the Subscriber's services shall terminate at midnight on December 31<sup>st</sup> of the year.
7. If, in the judgment of the Jackson County Commissioners, after consultation with the County Counselor, sufficient funds are not appropriated to continue this Agreement or the payment of any expenses or charges hereunder beyond the current fiscal year, the ROD may terminate this agreement at the end of its current calendar year. The ROD shall make a reasonable effort to provide Subscriber sixty (60) days' notice in advance of any termination.
8. Should any issue arise concerning interpretation of this agreement or the application of its terms then such issue shall be determined by the ROD, and said decision whose decision shall be final. Should the

Subscriber wish to terminate the Subscriber's subscription as a result of the ROD's interpretation of the subscription, the Subscriber shall inform the ROD to this effect and in that event the services to the Subscriber shall cease and the ROD will refund to Subscriber the unused portion of the Subscriber's subscription.

9. This agreement shall continue from year to year unless terminated pursuant to paragraph 6 above or the services provided by the ROD to all Subscriber's or the subscribing party in this contract is discontinued. It is understood that the ROD retains the right to discontinue to any one Subscriber because of Subscriber's breach of the terms of this contract or misuse of the services provided. It is agreed by the Subscriber that the decision of the ROD to terminate services to all or any one Subscriber as provided herein is the right of the ROD and the decision of the ROD in that regard shall be final. Should the ROD terminate the services of a Subscriber before the conclusion of the subscription term, the ROD shall refund to such Subscriber the unused portion of the subscription fee.

This agreement shall not be considered accepted, approved or otherwise effective until executed by the parties.

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REGISTER OF DEEDS  
Jackson County

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Subscriber- Individual

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Printed name

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By:

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(TITLE)  
Business Organization

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E-mail address: \_\_\_\_\_