



**Jerica Holt**  
**Jackson County Register of Deeds**  
400 New York Avenue | Room 203  
Phone: 785-364-3591, Option #3  
rod@jacoks.com | www.jacksoncountyks.com

## On-Line Access Subscription Agreement

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Jackson County Register of Deeds ("ROD"), and \_\_\_\_\_ ("Subscriber") for the subscription term selected by the Subscriber below and commencing upon acceptance of this Agreement.

The ROD provides Subscribers with access to Jackson County Records recorded within their office via the CIC Records Management Program ("Website"). The Website is maintained by CIC under contract with the County and includes deeds back to patent and all other public recorded documents back to 1988. The Subscriber shall access the images via the Website through the use of a unique username and password, which will be provided by the ROD upon acceptance of this agreement. The Subscriber acknowledges and agrees that the Website is operated through CIC under contract with Jackson County and remains the property of the County and CIC. The Subscriber further acknowledges and agrees as follows:

### **1. Service Availability**

The ROD shall use its best efforts to provide adequate and uninterrupted service under this Agreement. However, the ROD shall not be liable for any interruption of service, delays in providing document copies, or loss of access resulting from circumstances beyond the control of the ROD, including but not limited to: equipment malfunction, scheduled or unscheduled maintenance, loss of electrical power, internet or network outages, or acts of God. The Subscriber acknowledges that the County does not operate or control the internet or the worldwide web.

### **2. Accuracy of Records**

The images accessible through the Website are **working copies** of the official public record maintained in the ROD office. These online copies may contain errors, omissions, or updates and are subject to modification, correction, and constant change. The **official public record** shall remain the original instrument as maintained in the ROD's office.

The Subscriber agrees to indemnify and hold harmless the ROD and Jackson County from and against any and all claims, damages, or liabilities arising from the Subscriber's use of the Website or reliance on its contents.

### **3. Privacy and Restricted Information**

The ROD is committed to protecting individual privacy and preventing the unauthorized use of personal information. Records or instruments received from the Division of Health pertaining to vital statistics, or any other information prohibited by law or deemed by the ROD to pose a risk of identity theft or fraud, shall not be disclosed through this Website.

### **4. Prohibited Use**

Pursuant to K.S.A. 45-230 and amendments thereto, the Subscriber shall not knowingly sell, distribute, or otherwise provide property, services, or any list of names and addresses obtained from public records to any person or entity for solicitation, commercial use, or other prohibited purposes.

### **5. Abstractor Access**

Pursuant to K.S.A. 58-2804, licensed abstractors shall continue to have free access to the county records of the ROD and other county offices. The services provided under this Agreement are an additional convenience and do not limit or restrict such statutory rights.

### **6. Fees and Payment**

The Subscriber shall select one of the following subscription options:

- **Weekly Subscription:** \$25 per 5 Days

- **Monthly Subscription:** \$100 per 30 days
- **Annual Subscription:** \$500 per year

The subscription fee shall be paid in full upon execution of this Agreement and is nonrefundable except as otherwise provided in this Agreement. In addition, the Subscriber agrees to pay **\$0.50 per image** for all copies generated through the Website. Copy charges shall be paid from a prepaid web account maintained by the Subscriber, which must always contain sufficient funds to cover such charges. The ROD reserves the right to adjust subscription fees or modify this Agreement on or before **November 1st of each year**.

## **7. Dispute Resolution and Interpretation**

Any question regarding the interpretation of this Agreement or the application of its terms shall be determined solely by the ROD, and such determination shall be final and binding. If the Subscriber elects to terminate their subscription as a result of such determination, they must provide written notice to the ROD. Upon receipt of such notice, the ROD shall immediately cease providing services to the Subscriber and prorate and refund the unused portion of the subscription fee.

## **8. Termination**

This Agreement shall remain in effect for the subscription term selected above unless terminated earlier pursuant to Sections 6 or 7, or if the services provided by the ROD are discontinued. The ROD retains the right to discontinue services to any Subscriber in the event of a breach of this Agreement or misuse of the Website. The decision of the ROD to terminate service shall be final.

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations.

## **10. Execution**

This Agreement shall not be considered accepted, approved, or effective until executed by both parties.

---

### **Subscriber Information**

Subscriber Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

### **Subscription Selection & Users**

**Subscription Plan: (select one):**  
 Weekly - \$25 per week  
 Monthly - \$100 per month  
 Annual - \$500 per year

User 1 Name: \_\_\_\_\_  
User 2 Name: \_\_\_\_\_  
User 3 Name: \_\_\_\_\_

---

## **Acknowledgement and Signatures**

**By signing below, the parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.**

### **Jackson County Register of Deeds**

By: \_\_\_\_\_  
**Jerica Holt**  
**Register of Deeds**  
Date: \_\_\_\_\_

### **Subscriber**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_