



CLARK COUNTY

REGISTER OF DEEDS

P.O. Box 384
Neillsville, Wisconsin 54456-0384
715-743-5163

Mary A. Denk
Register of Deeds

Mary Domanico
1st Deputy

LandShark Flat Fee Internet Access Terms of Use Agreement

This agreement made and entered into this _____ day of _____, 20____
by and between Clark County Register of Deeds and

Company Name _____
Street Address _____
City/State/Zip _____
FEIN # _____
Telephone _____
Fax _____
Email _____

1. Clark County Register of Deeds agrees to furnish internet access to the real estate grantor/grantee, tract indexes and document images through the Clark County LandShark Website. The information and services available at this site come from the Clark County Register of Deeds office and are made available only by this agreement.
2. The information is not to be construed as true and complete. It is a representation of the public record and information systems and is subject to error, omission and future modification or enhancements. Company shall receive notice of computer problems that may affect access to this website in a timely manner.
3. The Company agrees to maintain the confidentiality of personally identifiable information found on this site. Specifically, names of persons or property owner names may not be redistributed, republished or disclosed to non-users of the site.
4. The Company agrees to refrain from selling copies of this information. Copies of individual reports or documents may be provided to certain Company customers, if such copies are used in the course of the Company's normal business and if the source of the information is provided to the recipient (either verbally or in writing). 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. The Clark County Register of Deeds remains the custodian of all records contained on the system and any open records requests for such information should be sent to the Clark County Register of Deeds.
5. The Company is responsible for all persons using the Company login. The Company must provide the Clark County Register of Deeds with the names of all persons using the Company login and agrees to notify the Clark County Register of Deeds of any changes. For any reason an employee quits or is terminated, the Company must notify the Clark County Register of Deeds within 24 hours. The Clark County Register of Deeds reserves the right to change the Company's password or login information for any reason as they deem sufficient.

6. The term of this contract shall be from _____, 20____ through _____, 20____. This agreement shall be automatically renewed for one year increments with like terms. If the Company decides to withdraw from this Agreement, it will do so by written notice 30 days prior to cancellation. Cancellation shall not relieve a party of its obligations incurred prior to the effective date of the cancellation.
7. Fees for LandShark Internet Subscription are as follows:
Monthly non-refundable subscription fee of \$300/month for 500 images payable by the first of each month. The Clark County Register of Deeds may adjust the monthly fee with sixty (60) days written notice.
8. The Clark County Register of Deeds 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 Clark County Register of Deeds deems sufficient.
9. The Company must agree to abide by all disclaimers posted on the website. Disclaimers may change from time to time without notice or liability.
10. Data mining is prohibited. Data mining definition: Massive data downloads causing system crashes and major slowdowns affecting Clark County systems. Clark County's web portal and associated databases are not designed for, nor are they intended for large data downloads. Large, mass and/or continuous downloading is prohibited. Any such action would be a misuse of Clark County property, program systems and database compilations. Any violation of this provision will constitute a material breach and Clark County may pursue any remedies available in law.
11. Any disputes arising from the use of this website and/or data are governed by the laws of the State of Wisconsin and Clark County and venue for resolutions of any actions or disputes that may arise shall be in Clark 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 Clark County sitting without a jury.

BY SIGNING BELOW THE PARTIES AFFIRM AND ACKNOWLEDGE THAT: they have read and understand Agreement and its Attachments; they have authority to enter into Agreement on behalf of the Entity, Corporation or County they are signing for; they are knowingly, freely and voluntarily entering into Agreement; and that they accept and agree to be bound by the terms and conditions of Agreement and its Attachments as outlined in Agreement.

Signed: _____ Date: _____
*
Title: _____

Signed: _____ Date: _____
* Mary A. Denk
Title: Register of Deeds

Firm Contacts

Please provide the names, phone numbers, fax numbers and email addresses for two staff persons who will serve as a point of contact:

Firm Name _____

Contact #1: _____
Phone _____
Fax _____
Email _____

Contact #2 _____
Phone _____
Fax _____
Email _____

System Users

Please provide the names of any additional staff that will use the Clark County LandShark website.

- 1.
- 2.
- 3.
- 4.

Send the completed agreement to:

**Clark County Register of Deeds
PO Box 384
Neillsville, WI 54456**

To be completed by Clark County:

COMPANY LOG IN:

ASSIGNED BY/DATE:

(rev 1/12/2021)