

Escrow Account Agreement

This is an agreement (“Agreement”) between _____ (the “Account Owner”) and Ramsey County, a political subdivision of the State of Minnesota by the Information & Public Records Administration department, with offices at 90 W. Plato Blvd., P.O. Box 64099 Saint Paul, MN, 55164-0099 (the “County”). This agreement governs the terms and conditions for escrow accounts maintained by the County for the benefit of organizations doing document recording or other business with the County.

Recitals

Pursuant to Minnesota Statutes Section 386.78, the county recorder may accept security deposits to guarantee payment of charges. The county recorder shall deposit any accepted security deposit in a security fund with the county treasurer. Any person may withdraw any such deposit provided that any unpaid items shall first be deducted therefrom, except that the county recorder may require a reasonable minimum deposit be maintained based on anticipated monthly charges of the depositor.

Agreement

1. Initial Minimum Deposit

A minimum of \$250.00 is required to open and maintain the escrow account. The County reserves the right to recalculate and change the minimum deposit required and the Account Owner has the right to know how the County has made the determination. The County will notify Account Owner in writing why the required deposit is being changed and what factors led to this decision. Factors may include, but are not limited to: Account Owner has exhausted all funds in the escrow account; frequency of telephone calls or e-mail notifications that must be made to Account Owner that the escrow account needs replenishing; number of days per week or per month when account balance drops below the minimum deposit; or delay by Account Owner in providing funds to replenish the account when Account Owner has been notified that funds are needed.

2. What Escrow Account Funds May be Spent On

Funds in escrow accounts may be used to pay for all recording-related fees, Mortgage Registry Tax (MRT), state deed tax, agriculture conservation fees, copies, notarization fees, and RecordEASE Web Remote Access to land records, including monthly subscription, searching and viewing fees. Other fees may be added to this list in the future. The County will notify Account Owner when escrow account funds may be used to pay for other fees or taxes not listed here. Escrow accounts may NOT be used to pay current or delinquent property taxes. The use of RecordEASE Web Remote Access is governed by the terms and conditions set forth on Addendum A. These terms apply to all users who use RecordEASE under the Account Owner’s account (each, a “User”). Account Owner is liable for all Users’ use of RecordEASE under Account Owner’s account.

3. Account Owner Contact Information Required

For purposes of account maintenance an Account Owner requesting that an escrow account be established shall also provide the County with a primary contact person’s name, e-mail address and telephone number where the primary contact can be reached. The Account Owner shall also provide the County with the name and phone number of an alternate contact person in case the primary

contact is not available. The Account Owner shall notify the County within five business days of any change in the contact person(s), e-mail addresses and their phone numbers, if applicable. All notices under this Agreement shall be delivered to the primary contact. Notices to the County shall be delivered to Ramsey County Information & Public Records Administration department, 90 West Plato Blvd, Saint Paul, MN 55107.

Primary Contact Name

Alternate Contact Name

Telephone Number

Telephone Number

E-mail Address

E-mail Address

4. Escrow Account Monitoring

It is the Account Owner’s responsibility to maintain its own accounting records so that the Account Owner knows what fees it has asked the County to charge against its escrow account and the account’s balance. The Account Owner is expected to maintain a positive balance at all times. The County will monitor usage of the account for its own accounting purposes.

If the County becomes aware that additional funds are needed to replenish the account so as to maintain the minimum balance, the County will first notify the primary contact of the current balance in the account and the need for cash replenishment. If the primary contact is not available, the alternate contact will then be notified. The County will make every effort to speak directly to the primary contact person or the alternate. If after one telephone call and e-mail notification to each contact the County cannot make direct contact with either the primary or alternate contact and a voice mail message must be left, it is required that the Account Owner return the call to the County Recorder within one (1) business day to acknowledge that the request for additional funds was received.

Negative balances are not permitted. When the balance on an escrow account falls below the minimum or is insufficient to pay for recording or other services requested, documents from the Account Owner will not be processed or recorded, and will be returned unrecorded until the account has a positive balance. Documents that are returned and not processed because of insufficient funds in an escrow account may lose their recording priority.

5. Response Time

When an Account Owner is notified that cash replenishment of their escrow account is needed, the Account Owner must respond and deliver a check to the County at the above address within two (2) business days.

6. Balance Dispute

The Account Owner will receive from the County a monthly statement as to the charges for the previous month. If an Account Owner believes there has been an error made in the charges to its account, the County must be notified within thirty (30) days of the time the balancing report is received. The County will respond to the dispute within one (1) business day. The County may be contacted at recordingacctsupport@ramseycounty.us with any disputes.

7. Termination

This Agreement may be terminated at any time by the County upon written notice to the Account Owner, for failure to comply with this Agreement. Account Owner may terminate this Agreement upon thirty (30) days' written notice to the County subject to the terms of this section. If this Agreement is terminated, County will return any positive account balance to the Account Owner. If Account Owner's escrow account has a negative balance, Account Owner needs to pay such balance before this Agreement may be terminated and the escrow account is closed.

8. Integrated Agreement

This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

9. Representations

No representations not set forth herein have induced the making of this Agreement. The undersigned have read and understand the entire Agreement and now state, and in consideration of this Agreement agree, that no representation, promise, or agreement not expressed in this Agreement has been made to induce the undersigned to enter into it.

10. Amendments

All material alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

11. Force Majeure

The County's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

12. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the state of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in state district court located in Ramsey County.

13. Assignment

Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by Account Owner without the County’s prior written consent.

14. Savings Clause

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

15. Nonwaiver

Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

The undersigned agrees to be bound by the above terms.

ACCOUNT OWNER:

By: _____
Name: _____
Title: _____
(please print your title)
Date: _____

RAMSEY COUNTY

By: _____
Name: _____
Title: _____
Date: _____

Addendum A

RecordEASE Terms and Conditions

I. RECORDEASE ACCESS

A. License

The County grants the User a nonexclusive, nontransferable, limited license to access RecordEASE during the term of this Agreement. This license includes the right to view and print insubstantial portions of the County's property records ("Data") for the sole use of the User and does not grant the User the right to store or download any Data. The User may not create additional copies of Data printed from RecordEASE and may not distribute Data gained from RecordEASE to third parties without the prior written approval of the County. By accessing RecordEASE, User agrees not to download multiple parcel data, run a screen scraping program or use other computer extraction technologies.

B. Limitation of License

Neither the Data nor any portion thereof may be copied, downloaded, stored, published, transmitted, transferred, sold or otherwise used, in any forms or means, except (1) as expressly permitted herein; or (2) with the County's prior written permission. User shall not download nor store the Data in a searchable database. User shall not sell or license Data (including printouts from RecordEASE) to third parties or sell or license access to RecordEASE. The County acknowledges that the User's "regular course of business" includes using the information provided by the County through RecordEASE in the preparation of title searches, title work, title abstracts, and title insurance, all of which may be prepared and/or furnished for resale to the User or Account Owner's customers.

C. Rights and Data

Except for the license granted herein, all rights, title, and interest in Data, in all languages, formats, and media throughout the world, including all copyrights therein, are and shall continue to be the exclusive property of the County.

D. County Fees

Fees payable by the User for access to and use of RecordEASE are available online: <https://www.ramseycounty.us/residents/property-home/records/recorders-office/online-access-recorded-documents-recordease>. The County's fees to search and view information in RecordEASE may be modified upon thirty (30) days' notice to the User in writing or on-line.

E. Disclaimer of Warranties and Limitation of Liability

THE DATA AND SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

USER OR ACCOUNT OWNER'S EXCLUSIVE REMEDY AND THE COUNTY'S ENTIRE LIABILITY HEREUNDER, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES WHICH ARE MADE AGAINST THEM,

INDIVIDUALLY, OR JOINTLY, RELATING TO RECORD EASE OR DATA, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF RECORD EASE ACCESS FEES PAID BY THE USER OR ACCOUNT OWNER FOR THE 30 DAY PERIOD BEFORE THE OCCURRENCE OF THE EVENTS WHICH ARE THE BASIS OF THE CLAIM(S); PROVIDED, HOWEVER, THAT THE COUNTY SHALL HAVE NO LIABILITY WHATSOEVER TO THE USER OR ACCOUNT OWNER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (1) USER'S INABILITY OR FAILURE TO PERFORM LEGAL, PROFESSIONAL, OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY THE COUNTY; OR (2) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO THE USER'S OR ACCOUNT OWNER'S RIGHTS HEREUNDER OR USE OF, OR INABILITY TO USE, RECORD EASE OR DATA, EVEN IF THE COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

F. Confidentiality

The User agrees not to disclose any information relating to the User's username, password, or any other information relating to RecordEASE. Any violation of this section by the User shall constitute a material breach of this Agreement.

G. Access

The County maintains the right to deny, postpone, or cancel access to RecordEASE at any time and without prior notice if the County reasonably believes User has breached the terms of this Agreement.

II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

User's access to RecordEASE shall be via the Internet. User is responsible for providing and maintaining all hardware, software, modem, telephone access, and all other equipment required to access RecordEASE.

III. GENERAL PROVISIONS

A. Billing and Payment

User or Account Owner agrees to pay the County the specified fee to access RecordEASE. The subscription fee is payable for each account. Fees will be deducted from the Account Owner's Escrow Account with the County.

B. Taxes

Fees to access RecordEASE are exclusive of sales, use and other taxes, which are the responsibility of the User.

C. Responsibility of User

User shall be responsible for all access to and use of RecordEASE by means of User's equipment or passwords, whether or not User has knowledge of or authorized such access and use.

D. Limitation of Claims

User understands that the County makes every attempt to display accurate and complete Data. Except for claims relating to fees for use of RecordEASE, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use RecordEASE or Data, may be made nor action based upon such claim brought, by the User more than one year after the basis for the claim becomes known to the User.