



## **ELECTRONIC RECORDING AGREEMENT**

This AGREEMENT, dated \_\_\_\_\_, is between Hopdox, LLC, a Utah Limited Liability Company, with an office located at 497 Quail Hollow Lane, Alpine, UT 84004 ("Hopdox") and \_\_\_\_\_ ("County") with an address of \_\_\_\_\_.

Hopdox offers a national electronic recording (eRecording) service that functions as a trusted third party for title insurance companies, attorneys, full-service banks and other legitimate entities to submit recordable documents electronically to government official records offices for recording.

County desires to offer eRecording in addition to their current paper-based documents processes. Additionally, the County wishes to have confidence that electronic document submissions are secure, accurate, and timely through the use of available electronic technologies for the mutual benefit of the parties of the transactions.

### **Program Eligibility**

eRecording requires a business relationship and mutual trust between the Recorder, the submitting entity, and a third-party vendor transmitting electronic records. All parties to the eRecording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud, and forgery. This Agreement outlines the procedures and rules for the trusted relationship between Hopdox and the Recording Office to facilitate a safe and secure eRecording relationship.

Participation in the eRecording program is voluntary and the decision to do so is a business judgment.

Neither party shall be liable for any failure to perform processing of the electronic documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the eRecording transactions).

### **County Responsibilities**

#### **Section 1 – Process Integrity**

County will attempt to protect the integrity of the recording process through ongoing monitoring of documents received and recorded through eRecording means. County, however, shall be held harmless and not liable



for any damages resulting from software or equipment failure and assumes no contractual liability for any damages whatsoever via any part of this document.

If the County system causes delays or power failures that interfere with the normal course of business, the County will notify Hopdox with an estimated time of resolution and alternatives to eRecording until the problem is resolved.

## **Section 2 – Diligence**

County will apply the same level of diligence in handling documents submitted electronically as those submitted through the manual process.

## **Section 3 – Business Information**

County acknowledges responsibility to provide the necessary business information as summarized below and detailed in supplements to this Agreement.

- County Recording contact(s) names and information
- County processing schedules and hours of operation for the eRecording Program.
- Document types accepted and indexing requirements
- Payment requirements.

## **Hopdox Responsibilities**

### **Section 1. Original Documents**

Hopdox acknowledges that eRecording allows submitters to prepare, sign and/or transmit documents and business records in electronic formats. The electronically transmitted documents will be considered the “original” record of the transaction in substitution for, and with the same intended effect as paper documents. In the case that such electronic documents bear a digitized or electronic signature they will be treated with the same legal effect as paper documents bearing handwritten signatures.

### **Section 2. Technical Coordination**

Hopdox shall be responsible for coordinating all technical problems and issues between Receiver and Hopdox and/or its customers.



### **Section 3. Requirement Changes**

Hopdox agrees to make best efforts to comply with any changes in specifications that may occur. Compliance will begin within the time period specified in the notice of such changes that will be sent out by the County.

### **General Terms**

#### **Section 1. Liability Disclaimers/Waivers**

**By County** - The County will not incur any liability for the information electronically transmitted by Hopdox and/or its licensees. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages which may be awarded against Hopdox. Hopdox does not agree to indemnify County for actions or inactions of the County, including any damages awarded against the County for its own acts or omissions. Further, Hopdox does not agree to provide legal representation for the County for any actions brought against the County related to any eRecording.

The County will not incur liability for any security breach, fraud or deceit due to eRecording.

**By Both Parties** - Neither Hopdox nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or because of any delay, omission or error in the eRecording transmission or receipt.

#### **Section 2. Disputes**

Hopdox and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to eRecording through either negotiation or mediation prior to initiating litigation.

The County recognizes in many eRecording transactions, the Hopdox licensees will be utilizing the Hopdox eRecording solution and Hopdox will not be the actual entity recording the document or record. In the case of a dispute related to the authenticity of a document or record presented in an eRecording transaction by one of the Hopdox licensees, the County agrees to not suspend or disable all of the Hopdox access to the eRecording Program, but, rather, agrees to notify Hopdox of the issue so the access of the licensee may be suspended or disabled as required by the County. Hopdox will not be liable for defective documents or records recorded by its licensees while utilizing the eRecording Program.

#### **Section 3. Severability**

The terms of this agreement are governed by, and subject to any changes in any applicable State or Federal laws, rules and regulations. If any provision



of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein

**Section 4. Termination**

Either party may terminate this Agreement for any reason by providing thirty (30) days written notice of termination.

**Agreed and Accepted:**

**Hopdox**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**County of:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_