

**Alger County Register of Deeds
LandShark Online Subscription Access
Terms of Use Agreement**

This agreement made and entered into this ____ day of _____ in the year 20____ by and between the Alger County Register of Deeds and

Company Name _____

Street Address _____

City/State/Zip _____

Telephone _____

Fax _____

Email _____

1. Alger County Register of Deeds agrees to furnish internet access to the real estate grantor/grantee, tract indexes and document images through the Alger County LandShark Website. The information and services available at this site come from the Alger County Register of Deeds office and are made available only by subscription and establishing an escrow account.
2. The information is not to be construed as true and complete. It is a representation of the public record or county databases and information systems, and is subject to error, omission and future modification or enhancements. The 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). Alger 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 Alger County Register of Deeds.

5. The Company is responsible for all persons using the Company login. The Company must provide Alger County Register of Deeds with the names of all persons using the Company login and agrees to notify the Alger County Register of Deeds of any changes. For any reason an employee quits or is terminated, the Company must notify the Alger County Register of Deeds within 24 hours. Alger County Register of Deeds reserves the right to change the Company's password or login information for any reason, as the Alger County Register of Deeds deems sufficient.
6. The term of this contract shall be from _____, 20___ through _____ 20___. Subject to the provisions of the County as they pertain to the charges and other conditions of this contract, this contract shall be automatically renewed for additional one (1) year increments. The County reserves the right to withdraw from the provision of this service at the end of any calendar year. If either the County or the Buyer decides to exercise the right to withdraw from this contract, it will do so by written notice to The County or Buyer to the address above with at least a thirty (30) day notice.
7. The fees for Daily LandShark Internet Subscription Access and Escrow Accounts are as follows:
 - A onetime \$50.00 set up fee will be assessed when establishing an account.
 - Monthly non-refundable subscription fee of \$50.00, payable immediately upon receipt of billing (for unlimited tract service accounts only).
 - Escrow account must be established with a minimum of \$25.00, and replenished accordingly.
 - Images not available for viewing through LandShark are at the statutory \$1 per page fee and charged against the established account.
8. Alger 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 Alger 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. Any disputes arising from the use of this website and/or governed by the laws of the State of Michigan and Alger County and venue for resolutions of any actions or disputes that may arise shall be in Alger County. The laws of the State of Michigan 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 Alger County sitting without a jury.

Prohibition on Alteration or Sale of Data or Images

You shall not in any way enhance or alter public records accessed, or attempts to do so. Any copies of public records accessed pursuant to this Agreement or duplicates so made by you shall be at your risk and expense and EXCLUSIVELY FOR YOUR SOLE USE. YOU MAY NOT WHOLESALE OR RETAIL COPIES OF ANY MATERIAL RECEIVED. Independent business entities are PROHIBITED from using county public records to establish public record distribution. Any such action would be a misuse of the County's property, program systems, databases and data compilations. Any violation of this section shall constitute a material breach of this Agreement.

Signed: _____ Date: _____

(print name)

Please make checks payable to: Alger County Register of Deeds

Send the completed Terms of Use Agreement, subscription and escrow payment to:

Alger County Register of Deeds
101 Court Street
Munising, MI 49862

COMPANY CONTACTS

Please provide the names, phone numbers, and email addresses for staff person who will serve as a point of contact.

COMPANY NAME:

Contact 1:

Name:

Phone:

Email:

SYSTEM USERS:

Please provide the names of any additional staff that will use the Alger County Register of Deeds LandShark Website.

1 .

2 .

3 .

4 .

5 .

To be completed by Alger County

COMPANY LOG IN: _____

PW: _____

ASSIGNED BY _____

DATE: _____

BILLING: INVOICE or ESCROW

A QUICK REVIEW OF HOW LANDSHARK WORKS

You have the option to log in as a public user by using the username: n/a, and password: n/a. By doing this you will be able to search by Grantor/Grantee at no charge. You will not see an image of the document. This is a quick way to look up documents and not incur charges. When logging in using your unique username and password you will be charged .42 cents per minute of use, which averages out to \$6.25 a quarter hour of tract time, the same as if you came into the office and searched the tract. The \$1 per page copy charge will remain the same. It is important to note that the \$1 per page copy charge is charged once you bring up the PDF of a document by hitting the download button. Even if you end up not printing the document, once you hit the download button, the system will look at it as a \$1 per page copy fee. If you look at in the "thumbnail" version, you will not be charged. You should have noticed a change recently when using the system. When you hit the image button of a document it brings up an image with the words "not valid" across it. If you click on this version, you will not be charged. If you hit the download button, you will be charged accordingly.