

## Electronic Recording County-Submitter Agreement

**Please read this agreement thoroughly. By signing on the last page, you are agreeing to our terms and conditions.**

In consideration of the Oxford County Registry of Deeds allowing the E-File Submitter (Submitter) to record documents electronically at the Registry, the E-File Submitter agrees to and acknowledges the following:

1. The Submitter shall safeguard all computer equipment, passwords, logins and other security measures to prevent the unauthorized use of the E-File system.
2. The Submitter shall permit only authorized employees or agents acting on behalf of the Submitter to use the system and to have access to passwords, logins or other security measures.
3. In the event of a compromise (including but not limited to, theft of equipment or information or unauthorized access to the system), the Submitter shall immediately inform the Registry of the security breach.
4. The Submitter shall record electronically ONLY ORIGINAL documents bearing ORIGINAL signatures and acknowledgements.
5. The Submitter SHALL NOT record electronically any document that requires a court seal (i.e. divorce decrees, foreclosure documents, any other court document)
6. All documents submitted by the Submitter will be legible which means a clear, readable image, capable of digital migration, such as 11 point Times New Roman or equivalent. Certain documents such as certified copies of death certificates, or highlighted words, do not scan well and likely will be refused for electronic recording. All documents submitted by the Submitter shall contain sufficient blank space in the required places to accommodate the electronic recording data. The minimum requirements for the first page are a 1 ¾" inch margin on top, ¾" margin on the left and right sides, and a 1 ½" margin on the bottom. Each additional page requires a ¾" margin on the top and both sides, and a 1" margin on the bottom.
7. Documents will only be processed on those days and hours that the Registry is open to the public for business. Documents will not be processed on holidays, weekends, if the office is closed due to weather or other emergency, or in the event of network or equipment failure.
8. The Submitter shall be responsible for submitting the documents in the proper page order and document order. When submitting any deeds that require a Maine Real Estate Transfer Tax Form (R.E.T.T.), the Submitter will include the R.E.T.T. form following the deed. Assignments must have the book and page number of

the mortgage being assigned as these will not be inserted by the Registry staff on an electronic recording.

9. All documents and data submitted by the Submitter shall comply with the laws of the State of Maine and the United States of America.
10. The Submitter shall submit documents to the correct Registry. If the Submitter submits documents to the wrong Registry, the Submitter shall be solely responsible for and incur all costs related to correct such erroneous recording.
11. The Submitter acknowledges that the Registry has made no promises or guarantees regarding the time of recording or the order of recording of documents submitted for electronic recording other than such documents will be recorded in the usual course.
12. The Submitter acknowledges that the Registry may terminate access to any electronic system at any time it deems necessary to protect the public interest and/or to protect the integrity of the public records. No cause of action or liability against the Registry or any government agency shall arise from the decision of the Registry to terminate or deny access of any person or entity to the electronic recording system.
13. The Submitter acknowledges that the Registry and/or any related government agency will be held harmless and not liable for any damages that arise out of the use of the electronic recording system. The Submitter shall be responsible for verifying that the documents transmitted were, in fact, recorded.
14. The Submitter acknowledges that the Registry shall have the final say on whether any document submitted may be recorded.
15. The Submitter acknowledges that it is ultimately responsible for the payment of all recording fees and transfer tax fees to the Registry in the event that the Intermediary Company (the E-File Service Provider) fails to convey such payments to the Registry on behalf of the Submitter.

This Electronic Recording County-Submitter Agreement between the Oxford County Registry of Deeds, State of Maine, located at 26 Western Avenue, South Paris, ME 04281, and E-File Submitter listed below:

\*Business Name \_\_\_\_\_

\*Mailing Address \_\_\_\_\_

\*By (printed name): \_\_\_\_\_

\*Name (signature): \_\_\_\_\_

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

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

\*Contact Person: \_\_\_\_\_

\*Email Address: \_\_\_\_\_

\*Phone: \_\_\_\_\_

\*Please indicate which E-Recording provider you are signing up with:

\_\_\_\_ Simplifile \_\_\_\_ CSC \_\_\_\_ ePN

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Register of Deeds, County of Oxford, Maine (for Registry use only)

By: \_\_\_\_\_

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

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

PLEASE COMPLETE, SIGN, EMAIL to [ccrockett@oxfordcounty.org](mailto:ccrockett@oxfordcounty.org) OR  
MAIL COMPLETED FORM TO:  
OXFORD COUNTY REGISTER OF DEEDS  
P.O. BOX 179  
SOUTH PARIS ME 04281