

# **ELECTRONIC RECORDING AGREEMENT**

## **COUNTY RECORDER AND TRUSTED SUBMITTER MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, dated on this \_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_ year is between \_\_\_\_\_ (“County”) located in the State of Arkansas and \_\_\_\_\_ Submitter/Organization. The County Recorder and Trusted Submitter voluntarily agree to engage in the process of electronic recording of documents. Electronic Recording means the electronically-based submittal of documents by or through a trusted submitter to receiver and electronically-based confirmation of recording from receiver to trusted submitter. The purpose of this agreement is to facilitate this process so that documents are recorded and indexed properly, and that our common customers are well served. This agreement may be cancelled and discontinued either by mutual agreement, misconduct by parties, or if any of the terms below are not being honored.

### **The County Register of Deeds commits to:**

1. Work cooperatively with Trusted Submitter to enable the successful recording of documents electronically. The County Recorder or Deputy Recorder will be available to answer questions and discuss issues regarding the E-Recording process.
2. Communicate promptly with Trusted Submitter regarding electronic documents that must be rejected for recording because they do not meet statutory requirements. Return rejected electronic documents promptly and with an explanation.
3. Review and process recordable electronic documents along with other documents in the order presented. Any electronic document received after the recorder’s regular business hours shall be recorded in the order received on the following business day.
4. Promptly return images of recorded electronic documents to the submitter.
5. Keep open communication with Trusted Submitter about new statutory requirements, office policy, Electronic Recording Commission standards and other information germane to electronic recording that is requested by Trusted Submitter.
6. Refrain from charging extra fees for transmitting documents through the electronic recording process; statutory fees will apply plus a submitting fee charged by the vendor per electronic document (this fee varies depending on vendor).

### **Trusted Submitter commits to:**

1. Work cooperatively with the County Recorder to enable the successful recording of documents electronically. Designate staff persons to answer questions and discuss issues regarding the E-Recording process. If this designated staff person changes to update the County Recorder with the correct contact information.
2. Become informed as to State of Arkansas recording requirements and employ them (and make certain your software vendor incorporates these requirements) in preparing electronic documents. Must comply with the “Uniform Real Property Electronic Recording Act” and PRIA Standards.
3. It is required by law to only accept original documents for recording. The Trusted Submitter agrees to scan when document is in paper format and comply with PRIA standards when creating a document in electronic format and then transmit to the County for recording. Violation of this or any fraudulent act of recording may result in termination of rights to E-Record.

4. The rules for accepting, reviewing and processing documents for recording are the same for electronic documents as they are for paper submissions.
5. All Electronic documents submitted by the Trusted Submitter must meet the requirements of Arkansas Code §14-15-402(b). Standardizing of documents: must be 8 ½ inch by 11 inch in size, have a 2 ½ inch margin at the top right of the first page, ½ inch margin on the sides and bottoms of all pages, and a 2 ½ inch margin at the bottom of the last page.
6. Promptly submit corrected replacements when electronic documents are rejected for recording because of deficiencies within the document. Consult with the County Recorder or Deputy Recorder as needed. Phone numbers: (\_\_\_\_)\_\_\_\_\_
7. Arrangements need to be made to set up an ACH account, make payments promptly and keep a positive balance.

**Electronic Recording Levels:**

**Level 1** Submitters transmit scanned paper image original of ink signed documents to the County Recorder. The County Recorder completes the electronic recording process in the same way as paper using the imaged copy as the source document. The electronic version of the document once approved by the County Recorder for recording will be sent back to the submitter along with the electronic recording data.

**Level 2** Submitters transmit scanned images of ink signed documents along with partial or all electronic indexing information to the County Recorder. The County Recorder performs an electronic examination of the imaged documents and indexing data, and then completes the recording process. The electronic version of the recorded document is returned electronically to the submitter along with the electronic recording data.

**Level 3** Submitters transmit electronic documents which have been created, signed and notarized electronically along with partial or all electronic indexing information. Electronic signatures must comply with the guidelines set out in the administrative rules of the Arkansas Secretary of State's Office. The County Recorder performs an electronic examination of the imaged documents and indexing data, and then completes the recording process. The electronic version of the recorded document is returned electronically to the submitter along with the electronic recording data. (Level 3 recording is at the discretion of each Elected Recorder within the individual Counties.)

**Miscellaneous:**

The County Recorder will not incur any liability for the information electronically transmitted by the trusted submitter. Should a dispute or legal action arise concerning an electronic transaction, the County Recorder will be held harmless by the Trusted Submitter and not liable for any damages.

This agreement is construed and enforced in accordance with the laws of the State of Arkansas. This agreement constitutes the entire agreement between the parties and any prior written or oral agreements are without affect. This agreement expressly replaces and entirely supersedes any previous agreements between the parties, oral or written. Any addenda or amendments to this agreement must be in writing and executed by the parties. This MOU shall become effective on the date of execution by all parties and shall continue in force until modified, amended or terminated.

Recorder-\_\_\_\_\_ Signature Date: \_\_\_\_\_ (Seal)

County Judge-\_\_\_\_\_ Signature Date: \_\_\_\_\_

I have read and understand this agreement pertaining to the responsibility and requirements of both the County

Recorder and the Submitter and agree to conduct business accordingly.

Trusted Submitters Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Signature of Agent or Owner of Trusted Submitter: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this day before the undersigned Notary Public commissioned and acting within and for the County and State aforesaid, appeared said Representative of Trusted Submitter and stated that they had executed the above and foregoing agreement for the purposes of E-Recording as stated and set forth.

WITNESS my hand and seal as such Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Seal & Commission Expiration:

\_\_\_\_\_  
NOTARY PUBLIC