

**KENT COUNTY RECORDER OF DEEDS OFFICE  
ELECTRONIC FILING AGREEMENT**

This Agreement (“Agreement”) is made by and between the Kent County Recorder of Deeds Office, Kent County, Delaware (hereinafter “KC ROD Office”) and \_\_\_\_\_ (hereinafter “Filer”), having its principal place of business at \_\_\_\_\_ (collectively, the “parties”).

The parties hereby enter into this Agreement, pursuant to Title 25 Chapter 1 §180-184 of the Delaware Code, for the purpose of granting Filer the right to electronically file land records and instruments with the KC ROD Office, through the KC ROD Office eRecording System and to establish a method of payment for such filings. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. FILING/RECORDING DOCUMENTS**

Filer may electronically file documents listed in Schedule B. KC ROD Office agrees to record such documents using a third party automated system that is an agent for the KC ROD Office. Documents electronically filed must have a 2 ½ inch top left margin on the first page of the document (see two page template attached referred to as Exhibit 1). Documents electronically filed must comply with the “Standards for Recording Instruments” (as may be applicable) as set forth by Delaware Code Title 9 Chapter 96 §9601-9627; Schedule C attached hereto and incorporated herein.

**2. AGREEMENT TO PAY**

Filer agrees to pay recordation taxes and recording fees or ROD fees assessed by the Delaware Code. Filer agrees to pay such filing fees as may be established from time to time by the KC ROD Office. Fees must be paid by Automated Clearing House (ACH) transactions or wire transfer on the same day that the documents are electronically filed. Filer agrees to execute an authorization agreement for electronic payments with a KC ROD Office approved third party vendor. See page four for current approved third party vendors.

If payment is returned for any reason, Filer has three business days to provide replacement payment. If payment is not receipted, then no future documents submitted by Filer will be accepted by the eRecording System until the account has been paid in full, in addition to any penalties or interest assessed by KC ROD Office resulting from failure to pay.

**3. NOTARIZATION AND ACKNOWLEDGEMENT**

Land Records documents in order to be recorded shall comply with the requirements for notarization pursuant to Title 29 §4321-4329 of the Delaware Code (and any other statutory requirements subsequently applicable).

#### **4. NOTIFICATION OF SUBMISSION OF ELECTRONIC DOCUMENTS FOR RECORDATION**

KC ROD Office will provide an electronic or other written notification, including the date and time of the receipt of the electronic document, to the Filer that the electronic document has been received by the KC ROD Office, but not recorded.

#### **5. REJECTION OF DOCUMENTS**

Electronic documents submitted for recordation through the eRecording System will be rejected if they fail to meet the image or file format specifications or security requirements of the eRecording System, or for failure to comply with the requirements as otherwise provided in the Delaware Code. If an electronic document is rejected, an electronic or other written notification of rejection will be provided to the Filer.

#### **6. TIME OF RECORDATION OF ELECTRONIC DOCUMENTS**

Electronic documents received by the KC ROD Office are deemed filed as of the time the KC ROD Office provides an electronic or other written notification to the Filer that an electronic document has been recorded.

#### **7. INDEXING REQUIREMENTS**

The final indexing and verification of documents shall be performed by Kent County. Document types accepted by the Kent County Recorder of Deeds for E-filing are listed in Schedule B.

#### **8. CONTACTS FOR FILER**

Filer shall provide the KC ROD Office with a completed Filer Contact Information form which is attached as Schedule A to this Agreement. It is Filer's responsibility to ensure that the information in Schedule A is current and accurate. It is the Filer's responsibility to provide the ROD Office with proper notice of any changes in the Filer's contact information. Any failure on the part of the Filer to properly notify the KC ROD Office of changes in the Filer's contact information as manifested in Schedule A will result in immediate termination of the Agreement without the requirement of prior notice from the KC ROD Office.

#### **9. ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

#### **10. ATTACHMENTS**

The attachments referred to in the body of this Agreement are an integral part of this Agreement and reference to this Agreement shall be deemed to include all the attachments.

**11. SEVERABILITY**

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

**12. APPLICATION OF DELAWARE LAW**

The parties agree that, unless otherwise specified herein, the provisions of Delaware law shall apply including but not limited to the Delaware Uniform Electronic Transactions Act, the Delaware Uniform Real Property Electronic Recording Act.

**13. EFFECTIVE DATE**

This Agreement is effective upon execution of this Agreement by both parties, as evidenced by the later of the dates reflected below.

**14. TERMINATION**

Either party may terminate this Agreement without cause with 15 days written notice to the other party. Filer remains responsible for payment of fees for the filing and recordation of documents prior to the effective date of termination. The Filer has the responsibility of providing the third party vendor with any changes in the payment information provided. Any failure to properly notify the third party vendor of any changes will result in immediate termination of this Agreement. The Agreement will be renewed automatically each year unless there is a consensual agreement to terminate or the KC ROD Office initiates termination based upon the Filer’s failure to comply with section 8 and/or section 14 of this Agreement.

**15. NO WARRANTIES/RELEASE OF LIABILITY**

Absent gross negligence or willful misconduct, Filer agrees to release the KC ROD Office from any liability in connection with the electronic filing and recordation of documents under this Agreement. Filer understands that there are no warranties, express or implied, in connection with the electronic filing and recordation of documents transactions.

**16. ASSIGNMENT**

Filer agrees not to assign any right or interest in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified below:

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory for Filer

\_\_\_\_\_  
Authorized Signatory for KC ROD Office

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

## THIRD PARTY VENDORS

Please mail a copy of all pages of the fully executed agreement to your selected vendor(s).

CSC® Corporation Service Company  
2711 Centerville Road  
Wilmington, Delaware 19808  
eRecording Support 866-652-0111  
[erecording-sales@cscinfo.com](mailto:erecording-sales@cscinfo.com)  
[www.erecording.com](http://www.erecording.com)

ePN / eRecording Partners Network, LLC 400  
Second Avenue South  
Minneapolis, MN 55401  
888-325-3365  
Bob Grohol 216-318-6368  
C: 216-318-6368  
[bob@erecordingpartners.net](mailto:bob@erecordingpartners.net)  
[www.erecordingpartners.net](http://www.erecordingpartners.net)

Simplifile  
602 Delaware Street  
New Castle, Delaware 19720  
800-460-5657 x1031  
Support 800-460-5657 x3  
John Riddell  
C: 610-931-6727  
[John.riddell@simplifile.com](mailto:John.riddell@simplifile.com)  
[www.simplifile.com](http://www.simplifile.com)

[Third Party Vendors subject to change at the discretion of KC ROD Office]

**SCHEDULE A  
FILER CONTACT INFORMATION**

**Administrative Contact:** (an individual familiar with the process of executing and filing Land Records Documents)

Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

E-Mail Address \_\_\_\_\_

Other Contact Number(s) \_\_\_\_\_

**Technical Contact:** (an individual familiar with the Filer's computing environment and capable of resolving any technical issues)

Name \_\_\_\_\_

Phone Number Fax Number \_\_\_\_\_

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

E-Mail Address \_\_\_\_\_

Other Contact Number(s) \_\_\_\_\_





EXHIBIT 1

1"

Recording Information Only

2 1/2"

Recording Information Only

Parcel Number:

Prepared By

Return To:

Kent County, Delaware/First Page Only

For Document Affecting Real Property

Must Be Typed or Printed With Characters At least 15 Pitch In  
Size

8 1/2 x 11 or 8 1/2 x 14

3/4"

3/4"

3/4"



Kent County / Additional Pages Only