

ELECTRONIC RECORDING SUBMITTER AGREEMENT

THIS SUBMITTER AGREEMENT, dated _____, is between the Office of the Register of Deeds of Henderson County, North Carolina (“COUNTY”), and _____ (“SUBMITTER”) with offices at _____.

The SUBMITTER will be transmitting documents to the COUNTY through CSC (“VENDOR”).

COUNTY desires to offer SUBMITTER the ability to transfer documents in electronic form for purposes of registration in COUNTY’s public records pursuant to N.C. Gen. Stat. 161-14, and SUBMITTER agrees to transfer such exchanges only in accordance with this Agreement.

Document types authorized for electronic submission must be submitted in compliance with COUNTY guidelines.

Documents will be processed on those days and hours that the COUNTY recording office is open to the public for business. SUBMITTER acknowledges and agrees that a document electronically presented shall be considered registered only when all applicable requirements have been met and the COUNTY has processed, accepted, recorded, and indexed such document in the public record pursuant to applicable state law. No document is deemed registered automatically upon transmission or receipt.

SUBMITTER is responsible for the costs of any services provided by a third party (VENDOR) that enables SUBMITTER to file documents electronically.

SUBMITTER acknowledges and agrees that only documents that comply with applicable requirements for originality and acknowledgment may be presented for recording. SUBMITTER acknowledges and agrees that COUNTY will be relying on SUBMITTER’s compliance and the following representation as required by statute on the first page of any document presented electronically:

Submitted electronically by (submitter’s name) in compliance with North Carolina statutes governing recordable documents and the terms of the Submitter Agreement with the Henderson County Register of Deeds. GS 47-14 (a1)(5).

COUNTY is not responsible for retaining such records as may be required by law to evidence originality compliance.

SUBMITTER shall provide a contact through which detected problems or issues can be reported and addressed.

Neither the COUNTY nor SUBMITTER shall be liable to the other for any special or consequential damages arising from, or as a result of, any delay, omission, or error in the transmission or receipt of electronic documents.

Recording is authorized pursuant to this Agreement with respect only to the SUBMITTER specifically named in this Agreement. Submission may be made by a successor or assign of SUBMITTER (including but not limited to by merger or other transfer of assets or reorganization) only after submission of an Agreement in this form in the specific name of such successor or assign.

Agreed and Accepted:

(SUBMITTER)

By: _____ (Authorized Signature) Date: _____

Printed Name: _____ Title: _____

Administrative Contact Name: _____

Phone: _____ E-mail Address: _____