

# ELECTRONIC RECORDING SUBMITTER AGREEMENT

— FOR CUSTOMERS OF CSC® —

THIS AGREEMENT dated \_\_\_\_\_, is between Aiken County (COUNTY), South Carolina and \_\_\_\_\_ (COMPANY) with offices at \_\_\_\_\_.

IN CONSIDERATION of each party's performance of their respective obligations under the terms and conditions of this AGREEMENT, the parties agree as follows:

- 1. BACKGROUND AND PURPOSE OF AGREEMENT** — COUNTY desires to offer the recording of real property documents by electronic means, providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents, and to assure that transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies, to the mutual benefit of the parties of the transactions.
- 2. TERMINOLOGY** — For the purposes of this AGREEMENT, *Electronic Recording* is defined to be the electronically-based submission of documents from COMPANY to COUNTY and electronically based receipt of confirmation of recording from COUNTY to COMPANY. The level of automation and structure of the transaction is characterized by three different levels of *Electronic Recording* further described in this AGREEMENT. When used in this AGREEMENT, the term COMPANY or COMPANY REPRESENTATIVE includes — without limitation — the COMPANY itself as a legal entity and as well as a COMPANY-appointed or designated submission service provider, and all COMPANY officers, agents, members, and employees of the COMPANY, including those of its designated submission service provider. The term COUNTY shall include the Register of Mesne Conveyance (RMC), and all deputies and employees of the Register of Mesne Conveyance (RMC).
- 3. PROGRAM ELIGIBILITY** — Attorneys, full service banks, mortgage bankers, title insurance companies and other trusted entities may submit real property records for *Electronic Recording*. *Electronic Recording* mandates a close working relationship as well as mutual trust between the COUNTY and the COMPANY. All parties of the *Electronic Recording* transaction shall seek to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery.
- 4. LEVELS OF RECORDING** — *Electronic Recording* may be provided on the basis of three levels (as mutually agreed upon by COUNTY and COMPANY) as follows:  
**Level 1** — Submitting organizations transmit scanned images of original ink signed documents to the COUNTY. The COUNTY completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

**Level 2** — Submitting organizations transmit scanned images of original ink signed documents along with electronic indexing information to the COUNTY. The COUNTY performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

**Level 3** — Submitting organization transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with local, state and federal legislation. The COUNTY performs an electronic examination of the electronic documents and indexing information then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

5. **COUNTY RESPONSIBILITIES** — Subject to limitations set forth below, COUNTY shall endeavor to protect the integrity of the *Electronic Recording* process through ongoing monitoring of documents received and recorded through *Electronic Recording*. COUNTY shall test and maintain electronic recording software and hardware required to operate the *Electronic Recording* capability.
6. **COMPANY RESPONSIBILITIES** — COMPANY acknowledges that *Electronic Recording* permits it to prepare, sign, and/or transmit documents and business records in electronic format. Such documents or records shall be considered as the “original” record of the transaction, in substitution for — and with the same intended effect — as paper documents. That such documents may bear digital or electronic signatures, as paper documents bearing handwritten signatures. COMPANY shall ensure that only original documents are used to create the electronic documents, and shall ensure that it is compliant with all Federal, State and Local legislation. COMPANY shall be diligent in ensuring that documents submitted for *Electronic Recording* have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that would affect the COUNTY’s ability to record the document and the public notice to be created thereby.
7. **LIMITATIONS OF LIABILITY** — Except as expressly set forth herein, neither the COMPANY nor the COUNTY shall be liable to the other for any special incidental, exemplary or consequential damages arising from — or as a result of — any delay, omission, or error in the *Electronic Recording* transmission or receipt of documents.
8. **TERMINATION** — Any party may terminate this AGREEMENT — for any reason — by providing 30 days written notice of termination.
9. **MISCELLANEOUS** — The section captions in this AGREEMENT are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof. This AGREEMENT shall be construed and enforced in accordance with the laws of the State of South Carolina. 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.

IN WITNESS WHEREOF the parties or their duly authorized representatives have executed this AGREEMENT to be effective on the date first above written or the last date listed below, whichever occurs later, but in the event dates below are blank or incomplete, then the date first above written shall be the effective date.

**AGREED AND ACCEPTED:**

**COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

***Company's Primary Recording Contact:***

*Should it become necessary to contact you about a submission, please list a contact for your company*

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

E-MAIL a completed copy of the agreement to [csc-mouprocessing@cscglobal.com](mailto:csc-mouprocessing@cscglobal.com)

The recording fee schedule is available at [http://www.aikencountysc.gov/Reference/RMC\\_RecordingFees.pdf](http://www.aikencountysc.gov/Reference/RMC_RecordingFees.pdf)