

# CLERK'S OFFICE OF THE CIRCUIT COURT OF WISE COUNTY AND THE CITY OF NORTON

## ELECTRONIC FILING AGREEMENT

The parties hereto enter into this Agreement pursuant to §17.1-258.2 et. seq. and §55-142.10 et. seq. of the Code of Virginia, for the purpose of granting Filer the right to electronically record land record documents with the Clerk's Office 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 ELECTRONIC DOCUMENTS.** Filer may electronically submit land records documents for recordation using the electronic filing system **EFILECX** at <https://courts.efile.com> provided and maintained by Mixnet Corporation.
2. **AGREEMENT TO PAY.** Filer agrees to pay recordation taxes, recording fees, clerk's fees and/or efile fees assessed by *the Code of Virginia*.
3. **NOTARIZATION AND ACKNOWLEDGEMENT.** Land records documents, in order to be recorded, shall comply with the requirements for notarization pursuant to §47.1 et. Seq. and §55-118.3 of *the Code of Virginia*.
4. **NOTIFICATION OF SUBMISSION OF ELECTRONIC DOCUMENTS FOR RECORDATION.** The Clerk will provide an electronic or other written notification of, including the date and time of the receipt of the electronic document, to the Filer that the electronic document has been received by the Clerk, 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 efileCX, or for failure to comply with the requirements as otherwise provided in *the Code of Virginia*. 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 Clerk are deemed filed as of the time the Clerk provides an electronic or other written notification to the Filer that an electronic document has been recorded.

7. **APPLICATION OF VIRGINIA LAW.** The parties agree that, unless otherwise specified herein, the provisions of Virginia law shall apply including, but not limited to, the Virginia Uniform Electronic Transactions Act, the Virginia Uniform Real Property Recording Act and the Virginia Mortgage Satisfaction Act.
8. **EFFECTIVE DATE.** This agreement shall be effective upon execution of this Agreement by both parties, as evidenced by the later of the dates reflected below, and shall be effective for an initial term of one year.
9. **AUTOMATIC RENEWAL.** This Agreement shall automatically renew for a term of one year, unless either party gives a written notice to the other at least sixty (60) days in advance of the end of the initial renewal term of this Agreement.

**10. RESPONSIBILITIES OF FILER.**

- a. It is the responsibility of the Filer to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to efileCX.
- b. Filer is responsible for ensuring that unauthorized personnel do not use the Filer's computer to access information. Unauthorized personnel for the purposes of this contract shall be any person or entity other than the Filer or its authorized employees.
- c. Information accessed from the database is for the use of the Filer in the ordinary course of its business.

**11. LIMITATION OF LIABILITY.**

- a. The Filer hereby relieves and releases the Clerk, deputies, employees or agents, and Mixnet from liability for any and all damages resulting from interrupted service of any kind. The Filer further relives and releases the County of Wise, its Board of Supervisors, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind.
- b. The Filer hereby relieves and releases and holds harmless the Clerk, the County of Wise, its Board of Supervisors, officers and their deputies, employees or agents, and Mixnet of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service.

- c. The Filer agrees that the Clerk, the County of Wise, its Board of Supervisors, officers and their deputies, employees or agents, and Mixnet shall not be liable for negligence or lost profits resulting from any claim or demand against the Filer by any other party.
- d. The information or data accessed by the Filer may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Filer should consult the official governmental record.

**12. TERMINATION.** Either party may terminate this agreement without cause within fifteen (15) days email notice to the other. Filer remains responsible for payment of fees, pro rata, for services rendered or obligations incurred. This agreement may be immediately terminated by the Clerk for Filer's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement. This agreement shall terminate immediately if the Commonwealth of Virginia or County of Wise fails to appropriate and continue funding for services provided under this agreement. This agreement may be terminated as otherwise specified.

**13. WARRANTIES.** Neither the Clerk, the County of Wise, its Board of Supervisors, officers and their deputies, employees or agents, or Mixnet express or imply that the information or data accessed by Filer is accurate or correct. There are no expressed or implied warranties in connections with this service.

**14. ASSIGNMENT.** The Filer agrees not to assign any right or interest in this Agreement. Any attempt by the Filer to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

**15. 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.

**16. GOVERNING LAW.** This Agreement shall be construed and governed by the laws of the Commonwealth of Virginia.

**17. AGREEMENT SUBMISSION.** For agreement verification purposes you are asked to print the complete Electronic Filing Agreement and deliver it with a valid state issued photo id to the Wise County/City of Norton Clerk's Office, PO Box 1248, 206 E Main Street, Suite 244, Wise, Virginia 24293.