

BARNSTABLE COUNTY

REGISTRY OF DEEDS

E-FILE SUBMITTER AGREEMENT

INTRODUCTION

Before submitting a document for electronic recording to the Barnstable County Registry of Deeds ("Registry"), the person or entity wishing to submit documents electronically (hereinafter "E-File Submitter") must file an executed original copy of this agreement with the Barnstable County Registry of Deeds.

PARTIES

E-File Submitter*

Name: _____

Address: _____

City-State-Zip: _____

Telephone: _____

E-mail: _____

Designated Contact: _____

*It is the responsibility of the E-File Submitter to notify the Registry promptly if any change(s) occur with regard to the E-File Submitter's address, telephone, and/or E-mail address.

Registry:

Barnstable County Registry of Deeds

3195 Route 6A

P.O. Box 368

Barnstable, MA 02630

508-362-7733 x 8

efile@barnstabledeeds.org

Atten: David B. Murphy- Asst. Register

6/13/2012

ELIGIBILITY

The above named E-File Submitter hereby certifies that he/she/it is eligible to submit documents for electronic recording because (check all that apply):

1. He/She is an attorney authorized to practice law in the Commonwealth of Massachusetts.
2. It is a title insurer licensed by the Commonwealth of Massachusetts.
3. It is a state or federally chartered bank insured by the FDIC.
4. It is a credit union insured by the National Credit Union Administration.
5. It is an agency of the Commonwealth of Massachusetts.
6. It is an agency of a political subdivision of the Commonwealth of Massachusetts.
7. It is a Massachusetts city or town.
8. It is an agency of the Federal government.
9. He/She is authorized to practice law in another jurisdiction within the United States.
10. It is a mortgage servicing company licensed to do business in the Commonwealth of Massachusetts.
11. It is a member of the Mortgage Electronic Registration System, Inc.
12. It is authorized by Federal Statute.
13. It is a duly organized outsourcing services company authorized to record documents in the Commonwealth of Massachusetts on behalf of an entity that is eligible to record electronically pursuant to nos. 2, 3, 4, 10 or 11.

TERMS

In consideration of the Registry allowing the E-File Submitter to record documents electronically at the Registry, the E-File Submitter agrees to and acknowledges the following:

1. The E-File Submitter shall immediately forward to the Barnstable County Registry of Deeds any change of address, telephone, e-mail and designated contact listed under the previous "Parties" section of this agreement.
2. The E-File Submitter shall safeguard all computer equipment, passwords, logins and other security measures so as to prevent the unauthorized use of the E-File system.
3. The E-File Submitter shall permit only authorized employees or agents acting on behalf of the E-File Submitter to use the system and to have access to passwords, logins and other security measures.

4. In the event of a compromise (including but not limited to, theft of equipment or information or unauthorized access to the system), the E-File Submitter shall immediately inform the Registry of the security breach.
5. The E-File Submitter shall record electronically only original documents bearing original signatures and acknowledgements.
6. The E-File submitter shall be diligent in ensuring that documents submitted for E-Recording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that would affect the Registry's ability to record the document.
7. The E-File Submitter SHALL NOT record electronically a copy of an original document except for certified copies from a Registry or from another governmental agency provided that the copy scanned and presented for electronic recording contains the original governmental certification.
8. All documents, data and images submitted by the E-File Submitter shall comply with the current edition of the Barnstable County Deed Indexing Standards.
9. All documents and data submitted by the E-File Submitter shall comply with the laws of the Commonwealth of Massachusetts and the United States of America.
10. The E-File Submitter shall not submit documents that are within the Registered Land System. If the E-File submitter does submit Registered Land documents for electronic recording, the E-File Submitter shall be solely responsible for and incur all costs related to correcting such erroneous recording.
11. The E-File Submitter shall submit documents to the correct Registry. If the E-File submitter submits documents to the wrong Registry, the E-File Submitter shall be solely responsible for and incur all costs related to correcting such erroneous recording.
12. The E-File Submitter acknowledges that the Registry has made no promises or guarantees regarding the time of recording or the order of recording of documents submitted for electronic recording other than such documents will be recorded promptly during Barnstable County Registry of Deeds hours of recording.
13. The E-File Submitter acknowledges that the Registry may terminate access to any electronic recording system at any time it deems it necessary to protect the public interest. No cause of action or liability

against the Registry or any government agency shall arise from the decision of the Registry to terminate or deny access of any person or entity to the electronic recording system.

14. The E-File Submitter acknowledges that the Registry and/or any related government agency will be held harmless and not liable for any damages that arise out of the use of the electronic recording system.
15. The E-File Submitter acknowledges that no document submitted for recording electronically shall be considered to have been recorded until the Registry approves the document for recording and assigns to the document an instrument number and/or book and page number.
16. Should any authorized user experience a change in professional status (i.e., license revocation, suspension from the practice of law); the authorized user shall immediately notify the Registry of such change.
17. The parties to this contract acknowledge that the electronic recording process is an emerging technology and the standards may continue to evolve. The Registry of Deeds may amend this agreement at any time providing notice to E-File Submitters within fifteen (15) days of any change. The E-File Submitter may amend this agreement only by mutual agreement provided such agreement is in writing and signed by both parties.
18. The manner of indexing electronically submitted documents shall be done in accordance with the Barnstable County Deed Indexing Standards as interpreted by the Registry of Deeds.
19. The Registry may reject any document recorded electronically for any reason.
20. The E-File Submitter agrees that it is ultimately responsible for the payment to the Registry of all recording fees and deeds excise tax incurred on documents recorded electronically by the submitter and further agrees that in the event that the Intermediary Company used by the E-File Submitter fails to pay such fees and taxes on behalf of the submitter to the Registry for any reason whatsoever, then the E-File Submitter shall pay such fees and taxes directly to the Registry upon demand.
21. The E-File Submitter shall be responsible for verifying that the documents transmitted were in fact recorded. See www.barnstabledeeds.org.

- 22. The E-File Submitter SHALL NOT record electronically any document that would be considered a Multifunction Document as that term is defined in the Deeds Indexing Standards for the Commonwealth of Massachusetts.**
- 23. Unless otherwise exempted by law, the E-File Submitter shall indemnify and hold harmless the Barnstable County Registry of Deeds, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the Barnstable County Registry of Deeds may sustain which arise out of or in connection with use of the electronic recording system, including but not limited to the negligence, reckless or intentional conduct of the E-File submitter, its agents, officers, employees or subcontractors. The E-file Submitter shall at no time be considered an agent or representative of the Registry of Deeds. After prompt notification of a claim by the Registry of Deeds, the E-File Submitter shall have an opportunity to participate in the defense of any such claim and any negotiated settlement agreement or judgment. The Registry of Deeds shall not be liable for any costs incurred by the E-file Submitter arising under this paragraph. Any indemnification of the E-file Submitter shall be subject to appropriation and applicable law.**
- 24. No party shall be liable for any failure to perform processing of transactions or documents where the failure results from any Act of God or other cause beyond the party's reasonable control (including without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving electronic recording transactions). By this agreement, the Registry of Deeds assumes no contractual liability whatsoever for any failure to record any document, delay in recording any document or for the quality or content or lack thereof of any document presented for recording.**
- 25. The provisions of this Agreement that by their nature extend beyond the expiration date or other termination date shall survive and remain in effect until all obligations of the parties are satisfied.**
- 26. This Agreement will in all respects be governed by the laws of the Commonwealth of Massachusetts and any action commenced to enforce the provisions of this agreement shall be brought to and**

maintained in the appropriate state or federal court in Massachusetts which will have exclusive jurisdiction thereof.

EXECUTION

The above named E-File Submitter has agreed to the terms of this document on this

_____ day of _____, 20____.

E-File Submitter _____

By: _____
Name: