NEW CASTLE COUNTY RECORDER OF DEEDS OFFICE

ELECTRONIC FILING AGREEMENT

This Agreement ("Agreement") is made by and between the New Castle County Recorder of Deeds Office (hereinafter "NCC 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 ROD Office, through the 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. NCC ROD Office agrees to record such documents using a third party automated system that is an agent for the ROD Office. Documents electronically filed must have a 2 ½ inch top left margin on the first page of the document (see template). 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. ***Please note the maximum number of documents per batch is 20.**

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 NCC 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 NCC ROD office approved third party vendor (See page four current approved 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 NCC 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).

_____
Filer's Initials

4. NOTIFICATION OF SUBMISSION OF ELECTRONIC DOCUMENTS FOR RECORDATION
NCC ROD 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 ROD, 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 NCC ROD are deemed filed as of the time the NCC ROD 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 the County. Document types accepted by the New Castle County Recorder of Deeds for E-filing are listed in SCHEDULE C.

8. CONTACTS FOR FILER
Filer shall provide the NCC 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 NCC 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 prior notice from the NCC 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.

_____
Filer's Initials

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 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 Agreement will be renewed automatically each year unless there is a consensual agreement to terminate or the NCC 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 NCC ROD 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 NCC ROD Office
_____	_____
Name and Title	Name and Title

_____
Filer's Initials

THIRD PARTY VENDORS

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

CSC (Corporation Services Company)/Ingeo
919 North 1000 West
Logan, UT 84321
(855) 200-1150
Carrie Kleven
Carrie.Kleven@cscglobal.com
Website: www.eRecording.com

Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117
Randy Haupert
Director, eRecording Services
Randall.Haupert@indecomm.net
Office: (651) 766-2350
Website: www.indecomm.net
(Also known as eRecording Services)

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
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
www.simplifile.com

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

_____
Filer's Initials

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 and Fax Number _____

Mailing Address _____

E-Mail Address _____

Other Contact Number(s) _____

Third Party Vendor _____

_____
Filer's Initials

SCHEDULE B
E-FILINGING DOCUMENT LIST
***Denotes documents currently being accepted for recording**

ARDEN LEASE

ASSIGNMENT OF MORTGAGE*

COMMISSIONS (NOTARIES EXCLUDED)

CONTRACT OF MARRIAGE/CIVIL UNION

DEED

EASEMENT

FEDERAL SUPERFUND LIEN

FEDERAL TAX LIEN

FTL FEDERAL CERTIFICATE OF DISCHARGE OF PROPERTY

FTL CERTIFICATE OF NON ATTACHMENT

FTL PARTIAL RELEASE

FTL PARTIAL TERMINATION

FTL RELEASE

FTL REVOCATION OF CERTIFICATE OF RELEASE

FTL SUBORDINATION OF FEDERAL TAX LIEN

FTL WITHDRAWAL OF FEDERAL TAX LIEN

LEASE

MISCELLANEOUS REAL ESTATE

MORTGAGE

MORTGAGE MODIFICATION, SUBORIDINATION OR RELEASE

POWER OF ATTORNEY

PROPRIETARY LEASE

SATISFACTION OF MORTGAGE*

STRIKING OF SATISFACTION BY COURT ORDER

UCC AMENDMENT

UCC ASSIGNMENT

UCC ASSIGNMENT WITH ORIGINAL

UCC CONTINUATION

UCC ORIGINAL

UCC PARTIAL RELEASE

UCC TERMINATION

UNITED STATES ATTORNEY LIEN

UNITED STATES ATTORNEY RELEASE

_____
Filer's Initials

SCHEDULE C
STANDARDS FOR RECORDED INSTRUMENTS

These standards are set forth by the Delaware Code, pursuant to Delaware Code Title 9 Chapter 96 §9601-9623.

STATEMENT OF APPLICABILITY:

These standards shall apply to all writings required by law to be recorded and retained permanently in the NCC ROD office.

2. RECORDING MEDIUM:

Instruments shall be recorded on paper that is uniformly white, opaque and smooth in finish. The size of the paper shall be no less than 8 1/2 x 11 or larger than 8 1/2 x 14 inches. Negative (white on black background) and carbon copies are not acceptable.

3. INSCRIPTION STANDARDS:

All inscriptions shall be black and shall be solid, uniform, dense, sharp, and unglazed. Inscriptions are solid when the lines forming each letter do not have blank or light spots, and they are uniform when the entire letter is the same darkness. To be dense, each letter must be dark, and to be sharp, the demarcation between each letter and the background must be abrupt. Inscriptions are unglazed if they are non-reflective. Signatures shall be in dark blue or black ink.

4. INSCRIPTION SIZE AND FORMAT:

Documents affecting real property (including deeds, easements, right-of-way, deed restrictions, satisfaction pieces, mortgages) presented for recording in the New Castle County Recorder of Deeds office shall contain a blank space of 2 ½ inches at the top of the left side of the first page. There should be a blank space of 1 inch at the top of the right side of the first page. **The tax parcel identification number, preparer's name and address and the return to name and address shall be placed in the upper right hand corner of this area.** The first page of any such document should contain left, right and bottom margins of at least ¾ of an inch.

Any additional pages to a document should contain a top margin of 1 inch and left, right and bottom margins of at least ¾ of an inch. All documents should be typed or printed with characters that re at least 15 pitch in size to ensure legibility of the record.

5. RECORDING STANDARDS:

Recordation inscriptions shall be by ROD's printed certificate, stamping, typing or handwriting and shall conform to the quality inscription standards noted above.

6. EXCLUSION:

These standards do not apply to non-permanent disposable forms, such as Uniform Commercial Code forms, IRS Liens and Court Orders.

7. OUR COUNTY IS NOT ACCEPTING PLOT PLANS/MAJOR & MINOR SUBDIVISION PLANS ELECTRONICALLY.

_____
Filer's Initials

*****Formatting templates for processing on next two pages.**

1”
Recording Information Only

2 ½”
Recording Information Only

Parcel Number:
Prepared By Name and Address:
Return to Name and Address:

New Castle County, Delaware/First Page Only

For Documents Affecting Real Property

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

8 ½ x 11 or 8 ½ by 14

¾” margin on bottom and left and right margins

Recording Information Only 1” Recording Information Only

New Castle County/Additional Pages Only

¾” margin on bottom and left and right margins