



AGENCY ACCOUNT & ELECTRONIC RECORDING AGREEMENT

This agreement by and between the Recorder of Allen County, Ohio and _____:
(Account Holder)

Purpose: It is the purpose of this agreement to authorize the opening of an agency account in the county treasury upon which the Recorder may draw to cover the Account Holder's fees for recording documents and retrieving copies from the Recorder's image database, or other transactions for which a fee is required by law.

Initiation of Account: Upon receipt of a proper application, deposit and executed agreement, the Recorder will establish an agency account in the name of any person, firm, corporation or other legally authorized form of business which has in the last one month paid into the Recorder's Office as fees an aggregate sum of not less than \$200.00. The account shall be funded when it is opened with a minimum deposit of \$100.00 for which the Recorder will issue a receipt.

The Recorder may aggregate the funds of all Account Holders in one fund in the county treasury. Each Account Holder may request and receive weekly (or more often if the Recorder deems advisable) a transaction statement showing all amounts deposited, drawn, and the balance remaining together with such other information as the Recorder deems necessary to keep. The Account Holder hereby acknowledges that such reports are a public record subject to the laws of the State of Ohio.

Agency: The Account Holder hereby appoints the Recorder as its agent for the sole purpose of transferring funds of the Account Holder from the agency account to the appropriate receipt account(s) of the Recorder as may be designated by law. Such transfer is intended, and as between the Account Holder and the Recorder is so deemed, to constitute tender of payment of fees upon presentation of instruments for record.

Use of Account: When an agency account has been established, the Account Holder may use the account by presenting to the Recorder any transaction for which a fee is required. Upon presentation of the transaction, the Recorder's office staff will ascertain whether sufficient funds are in the agency account to cover the fees required for the transaction. If funds are found to be sufficient, the transaction will be processed and the agency account will be debited by the Recorder for the whole amount of the transaction. If there are not

sufficient funds, the Recorder will notify the Account Holder to deposit more funds before the transaction is completed. NO AGENCY ACCOUNT WILL BE PERMITTED TO INCUR A NEGATIVE BALANCE. The Account Holder is cautioned to be aware of the balance in his/her (or its) own account. The Account Holder shall be responsible to replenish funds by depositing them with the Recorder. The Recorder will give a receipt for such deposits. No cash withdrawals will be permitted from any agency account. Agency accounts shall be used for Recorder's Office business only.

Interest: The agency account will not bear interest.

Operations: The Recorder will use his/her best efforts to post deposits within 24 hours or 1 working day of receiving them for use by the Account Holder. Any posting errors may be corrected by the Recorder in any manner as she, in her sole discretion, shall determine. The Recorder may establish a reasonable time (3 business days) within which to hold funds prior to use by the Account Holder. The Account Holder agrees that the Recorder may establish a reasonable charge for returned checks due to insufficient funds or account closure which the Account Holder hereby agrees to pay. The Account Holder further agrees (as one non-exclusive remedy therefore) that its agency account may be debited any charge for returned checks.

Original Documents: The Recorder is required by law to accept only original documents for recording. The Account Holder agrees to scan and transmit to the Recorder only original documents for the purposes of electronic recording.

Limitation of Liability; Waiver: Any liability of the Recorder, the Allen County Treasurer, the Board of Allen County Commissioners, or any other Allen County office for the loss of the Account Holder's funds shall be limited to, and the Account Holder agrees that its sole remedy hereunder shall be limited to the recovery of the Account Holders' funds proved to be lost. The Account Holder expressly waives any and all claims for consequential damages due to loss of Account Holder's funds against the Recorder, the Allen County Treasurer or the Board of Allen County Commissioners whether for negligence, misfeasance, or nonfeasance of duty in office, or any other cause of action arising out of the non-intentional conduct of the Recorder with respect to the agency account funds of the Account Holder. It is expressly understood that this agreement is strictly for the convenience and benefit of the Account Holder. No third party shall be entitled to rely upon the existence of this agreement or the application of any funds deposited hereunder to his benefit or look to the Recorder, the Allen County Treasurer, Board of Allen County Commissioners, or any other county office for recovery of any claim by virtue of this agreement.

The Account Holder agrees that any legal action brought on this agreement shall be venued exclusively in Allen County, Ohio. The Account Holder agrees that this agreement shall be interpreted exclusively under the law of Ohio.

Closure of Account: The Recorder reserves the right, upon immediate written notice, to close any agency account which is (a) unfunded for more than 30 days, or (b) the use of which, as determined in the sole discretion of the Recorder, is abused by the Account Holder or (c) for any other reason as may be determined in the sole discretion of the Recorder. Any account in good standing may be closed by the Account Holder upon written request of the authorized person, firm, corporation, or any other legally authorized form of business, payment of any remaining closed-account balance will be made by auditor's warrant to the person or entity whose name appears on the account record. Payment will be sent to the Account Holder's address on file in the Recorder's Office by ordinary mail within 30 days.

I have read and understand the foregoing agency agreement. My signature hereon together with the completed application to establish an agency account and the accompanying deposit constitute my agreement with the Recorder to open and maintain such account and abide by all the terms of said agreement.

Date: _____

Account Holder Information

Authorized Representative: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____

Approved: _____

Date: _____

Recorder

Account ID: _____

Account Number: _____