

This AGREEMENT, made the later of the dates reflected below by and between the **COUNTY of MONROE**, a municipal corporation of the State of New York, having an office and place of business at 39 W. Main Street, Rochester, New York 14614, acting by and through the Office of the Monroe County Clerk (hereinafter the "Recording Officer") and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, having an office and place of business at \_\_\_\_\_ (hereinafter referred to as the "Registered Submitter").

**WITNESSETH:**

**WHEREAS**, the Recording Officer desires to accept electronic recording of instruments affecting real property, subject to all applicable laws, rules, and regulations; and

**WHEREAS**, the Registered Submitter desires to transmit to the Recording Officer, for electronic recording instruments affecting real property, subject to all applicable laws, rules, and regulations; and

**WHEREAS**, Chapter 549 of the Laws of 2011 amended the laws of the State of New York in order to allow recording officers in the State of New York to accept the electronic recording of instruments affecting real property, subject to the rules and regulations established by the Office of Information Technology Services (hereinafter "Electronic Facilitator"); and

**WHEREAS**, the Electronic Facilitator promulgated rules and regulations governing the use and acceptance of digitized documents, electronic records, and electronic signatures, as codified in Title 9, Part 540 of the Official Compilation of Codes, Rules, and Regulations of the State of New York (hereinafter "NYCRR"); and

**WHEREAS**, Title 9, Part 540.7(h) of the NYCRR provides that prior to submitting electronic instruments to the Recording Officer for recording, the Registered Submitter shall be required by the Recording Officer to agree to terms and conditions required by the Recording Officer, which shall include the rights and responsibilities of both the Recording Officer and the Registered Submitter when

participating in electronic recording, including, at a minimum, the terms and conditions set forth in Title 9, Part 540.7(i) of the NYCRR (the "Terms and Conditions Agreement"); and

**WHEREAS**, this Agreement shall serve as the Terms and Conditions Agreement;

**NOW THEREFORE**, the Parties agree as follows:

1. The Registered Submitter shall comply with all laws, rules, and regulations applicable to the electronic recording of instruments affecting real property, including, but not limited to, New York Real Property Law §291-i and 9 NYCRR Part 540.

2. The Registered Submitter may transmit instruments affecting real property to the Recording Officer for electronic recording using the Monroe County Clerk Electronic Recording System (the "System"). The Registered Submitter may access the System by going to the Monroe County Clerk's website at <http://www2.monroecounty.gov/clerk-onlinerecords.php>.

3. The Registered Submitter understands and acknowledges that the Registered Submitter must establish and maintain an account with the Recording Officer in order to use the System.

4. The Registered Submitter agrees to pay all applicable taxes and recording fees.

5. Pursuant to 9 NYCRR §540.7(i)(1), this Agreement must specify the manner in which a registered submitter's identity will be electronically verified and authenticated by the Recording Officer. The Registered Submitter understands and acknowledges that the Registered Submitter's identity will be electronically verified and authenticated each time the Registered Submitter logs into the System through use of the Registered Submitter's unique user credentials (User ID and password) for the Registered Submitter's account in the System.

6. Pursuant to 9 NYCRR §540.7(i)(2), this Agreement must specify the manner in which the transmission of electronic instruments will be acknowledged by the Recording Officer. The Registered Submitter understands and acknowledges that the Registered Submitter is required to query the Response Web Service Portal to determine the status of the submission.

7. Pursuant to 9 NYCRR §540.7(i)(3), this Agreement must specify the models of electronic recording accepted by the Recording Officer. The Registered Submitter understands and acknowledges that the following model of electronic recording will be accepted by the Recording Officer through the System:

a. Property Records Industry Association Model 2 ("PRIA Model 2"), consisting of:

A document created in paper, signed in ink, and converted into an electronic format (such as a PDF or TIFF file). Such document is sent to the Recording Officer for recording in an

electronic format, accompanied by separate indexing information, not imbedded in the document.

8. Pursuant to 9 NYCRR §540.7(i)(4), this Agreement must specify the requirements for electronic submission. The Registered Submitter understands and acknowledges that the requirements for electronic submission are as follows:

a. Documents Accepted: A list of documents electronically accepted is posted on the Recording Officer's official website. Any changes to the list of documents accepted electronically will be posted on the Recording Officer's Official Website.

b. Indexing Requirements: The Registered Submitter agrees to abide by the Indexing Requirements as published by the Recording Officer. The current Indexing Requirements are posted on the Recording Officers' Official Website and are incorporated by reference herein. Any changes to the Indexing Requirements will be posted on the Recording Officer's Official Website.

c. Image Specifications, File Format Specifications, and Security Requirements: A list of the image specifications, file format specifications, and security requirements for electronic submission is available at the Recording Officer's Official Website. Any changes to the list of the image specifications, file format specifications, and security requirements will be posted on the Recording Officer's Official Website.

9. Pursuant to 9 NYCRR §540.7(i)(5), this Agreement must specify the payment options for recording fees and applicable taxes. The Registered Submitter understands and acknowledges that the Registered Submitter must pay such fees and taxes through the following method:

a. Automated Clearinghouse Account ("ACH") set up in advance of the submission of electronic documents with the Recording Officer.

10. Pursuant to 9 NYCRR §540.7(i)(6), this Agreement must specify Recording Officer's business hours. The Registered Submitter understands and acknowledges that Recording Officer's business hours are 9:00 a.m. until 5:00 p.m. on business days, excluding holidays posted on the Recording Officer's Official Website. Any changes to these business hours will be posted on the Recording Officer's Official Website.

a. The Registered Submitter understands and acknowledges that documents may be submitted electronically at any time; that said documents will be placed in a queue for processing in the order in which they were received; that documents received electronically by the Recording Officer will be processed during the hours of 9:00 a.m. and 4:45 p.m. on

business days; and that the documents in each package received electronically will be processed in the order that the documents are received.

11. Pursuant to 9 NYCRR §540.7(i)(7), this Agreement must specify the requirements and procedures for acceptance or rejection of digitized paper documents or electronic records for recording purposes. The Registered Submitter understands and acknowledges that the Recording Officer's requirements and procedures for acceptance or rejection of digitized paper documents or electronic records for recording purposes are as follows:

a. Notification of Recording: The Submitter will poll the system through the Web Service Portal to obtain the status of the submission, to be informed of whether the electronic document has been recorded, and obtain the recording information, and if rejected, the reason for rejection.

b. Criteria for Rejection: Electronic documents submitted for recordation to the Recording Officer will be rejected if they fail to meet the requirements specified in Paragraph 8; or the requirements otherwise provided by the laws, rules, and regulations of the State of New York.

c. Duplication: The Registered Submitter is responsible to ensure that a document is submitted for recording only once; the Recording Officer is NOT responsible for duplicate recordings.

12. Pursuant to 9 NYCRR §540.7(i)(8), this Agreement must specify provisions for amending or terminating the Registered Submitter's registration as a registered submitter. The Registered Submitter understands and acknowledges that the provisions for amending or terminating the Registered Submitter's registration are as follows:

a. The Registered Submitter's registration shall be amended by an instrument in writing signed by a duly authorized representative of each of the parties.

b. In the event that the Registered Submitter shall default in the performance of any term, condition, or covenant herein contained, the Recording Officer at its sole option and in addition to any other remedy it might have to seek damages, judicial enforcement, or any other lawful remedy, may terminate the Registered Submitter's registration immediately upon receipt by the Registered Submitter of a written notification either sent by registered or certified mail postage pre-paid; or delivered by hand or overnight courier; or sent by facsimile (with acknowledgement received and a copy of the notice sent by registered or certified mail postage pre-paid), if the Registered Submitter has provided a facsimile

telephone number to the Recording Officer. Such notice shall be sent to the Registered Submitter's address as set forth below or to such other address as the Registered Submitter may subsequently designate in writing:

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c. The Registered Submitter may defeat such termination by curing the default within thirty (30) days of the date of receipt of the notice.

d. The Registered Submitter's registration shall also be terminated upon termination of this Agreement.

13. Pursuant to 9 NYCRR §540.7(i)(9), this Agreement must specify the rules for amending the Terms and Conditions Agreement. The Registered Submitter understands and acknowledges that this Agreement, which serves as the Terms and Conditions Agreement may not be amended except by an instrument in writing signed by a duly authorized representative of each of the parties.

14. The term of this Agreement shall commence upon execution of this Agreement by both parties, as evidenced by the later of the dates reflected below, and shall be effective until terminated by either party, pursuant to the terms of this Agreement.

15. Either party may terminate this Agreement by giving written notice to the other party at least sixty (60) days in advance of the date on which the Agreement is sought to be terminated.

16. The Registered Submitter shall not assign or subcontract any part of this Agreement. Any purported assignment or subcontracting of any part of this Agreement is void. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

17. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Signature page follows]

In WITNESS WHEREOF, the Recording Officer and the Registered Submitter have executed this Agreement.

The COUNTY of MONROE

By: \_\_\_\_\_

Name: Cheryl Dinolfo

Title: County Executive

[REGISTERED SUBMITTER]

By: \_\_\_\_\_

Name:

Title:

Date:

System User Name:

**ACKNOWLEDGMENT**

(INDIVIDUAL)

STATE of New York     ) ss.:  
COUNTY of MONROE    )

On the \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity and that by his/her signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

(CORPORATION)

State of New York     ) ss.:  
County of \_\_\_\_\_    )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she reside(s) in

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she is the (president or other officer or director or attorney-in-fact duly appointed) of the \_\_\_\_\_ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

\_\_\_\_\_

Notary Public



**SOLE CORPORATE OFFICER ACKNOWLEDGMENT**

State of New York ) ss.:  
County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally appeared \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he/she resides in

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of (name of corporation), the corporation described in and which executed the above instrument; and acknowledged that he/she owns all of the issued and outstanding capital stock of said corporation, and that he/she signed the within instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**SOLE LIMITED LIABILITY COMPANY (LLC) MEMBER ACKNOWLEDGMENT:**

State of New York ) SS.:  
County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally appeared \_\_\_\_\_ to me known or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and, who, being by me duly sworn, did depose and say that he/she executed the same in his/her capacity as Managing Member and sole member of \_\_\_\_\_ (name of LLC), the limited liability company described in and which executed the above instrument; and acknowledged that he/she owns the entire ownership interest in the LLC, and that he/she signed the within instrument on behalf of said LLC.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY (CORPORATION)**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Officer other than officer signing contract) (Title)

of the \_\_\_\_\_, a corporation duly organized and in good  
(Name of corporation)

standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_ who signed said  
(Person executing agreement)

agreement on behalf of the \_\_\_\_\_ was, at the time of  
(Name of Corporation)

execution \_\_\_\_\_ of the Corporation and that said agreement was duly  
(Title of such person)

signed for and on behalf of said corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ ) SS.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY (LIMITED LIABILITY COMPANY)**

I, \_\_\_\_\_, certify that I am a \_\_\_\_\_  
(Member or manager other than person signing the Agreement) (Member/Manager)

of \_\_\_\_\_ (the "LLC") duly organized under the Laws of the State  
(Name of Limited Liability Company)

of \_\_\_\_\_; that \_\_\_\_\_ who signed  
(Name of State) (Person Executing Agreement)

said Agreement on behalf of the LLC was, at the time of execution, a manager of the LLC; that said Agreement was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ ) SS.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY (Partnership)**

I, \_\_\_\_\_, certify that I am General Partner of  
(Partner other than Partner signing Agreement)

\_\_\_\_\_, a partnership duly organized under  
(Name of Partnership)

\_\_\_\_\_; and named in the foregoing  
(Law under which partnership is organized)

Agreement; that \_\_\_\_\_ who signed said Agreement on  
(Partner Executing Agreement)

behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and on behalf of said Partnership and as the act of said firm for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY (LIMITED LIABILITY PARTNERSHIP)**

I, \_\_\_\_\_, certify that I am a partner of  
(Partner other than Partner signing Agreement)

\_\_\_\_\_ (the "LLP") duly organized under  
(Name of Limited Liability Partnership)

\_\_\_\_\_;  
(Law under which partnership is organized)

\_\_\_\_\_ who signed said Agreement on behalf of the LLP  
(Partner Executing Agreement)

was, at the time of execution, a partner of the LLP; that said Agreement was duly signed for and on behalf of said LLP and as the act of said LLP for the purposes therein mentioned.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_ ) ss.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is a partner of said LLP; that he/she is duly authorized to execute said certificate on behalf of said LLP, and that he/she signed his/her name thereto pursuant such authority.

\_\_\_\_\_  
Notary Public