

# KENT COUNTY RECORDER OF DEEDS OFFICE

## ELECTRONIC FILING AGREEMENT

This Agreement (“Agreement”) is made by and between the Kent County Recorder of Deeds Office, Kent County, Delaware (hereinafter “KC 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 KC ROD Office, through the KC 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. KC ROD Office agrees to record such documents using a third party automated system that is an agent for the KC ROD Office. Documents electronically filed must have a 2 ½ inch top left margin on the first page of the document (see two page template attached referred to as Exhibit 1). 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.

### 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 KC 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 KC ROD Office approved third party vendor. See page four for current approved third party 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 KC 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).

**4. NOTIFICATION OF SUBMISSION OF ELECTRONIC DOCUMENTS FOR RECORDATION**

KC ROD Office will provide an electronic or other written notification, including the date and time of the receipt of the electronic document, to the Filer that the electronic document has been received by the KC ROD Office, 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 KC ROD Office are deemed filed as of the time the KC ROD Office 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 Kent County. Document types accepted by the Kent County Recorder of Deeds for E-filing are listed in Schedule B.

**8. CONTACTS FOR FILER**

Filer shall provide the KC 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 KC 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 of prior notice from the KC 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.

**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 Electronic 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 Filer has the responsibility of providing the third party vendor with any changes in the payment information provided. Any failure to properly notify the third party vendor of any changes will result in immediate termination of this Agreement. The Agreement will be renewed automatically each year unless there is a consensual agreement to terminate or the KC 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 KC ROD Office 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 KC ROD Office

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

**THIRD PARTY VENDORS**  
**(Please check the vendor(s) you will be doing business with)**

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

Corporation Service Company (CSC)  
2711 Centerville Road  
Wilmington, Delaware 19808  
eRecording Support 866-652-0111  
[erecording-sales@cscinfo.com](mailto:erecording-sales@cscinfo.com)  
erecording.com

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](mailto:bob@erecordingpartners.net)  
[www.erecordingpartners.net](http://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](mailto:John.riddell@simplifile.com)  
[www.simplifile.com](http://www.simplifile.com)

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

**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 Fax Number \_\_\_\_\_

Mailing Address \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Other Contact Number(s) \_\_\_\_\_

**SCHEDULE B  
E-FILING DOCUMENT LIST**

APPOINTMENT  
ASSIGNMENT OF MORTGAGE  
DEED  
EASEMENT  
FEDERAL TAX LIEN  
FEDERAL TAX RELEASE  
LIEN  
LIEN RELEASE  
MISCELLANEOUS WITHOUT NOTATION  
MISCELLANEOUS WITH NOTATION  
MORTGAGE  
SATISFACTION OF MORTGAGE  
UCC AMENDMENT  
UCC ASSIGNMENT  
UCC CONTINUATION  
UCC FINANCE  
UCC ORIGINAL  
UCC PARTIAL RELEASE  
UCC TERMINATION

## 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.

1. STATEMENT OF APPLICABILITY:

These standards shall apply to all writings required by law to be recorded and retained permanently in the KC 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 Kent County Recorder of Deeds office shall contain a blank space of 2 1/2 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 identity and the return to 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 3/4 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 3/4 of an inch. All documents should be typed or printed with characters that are at least 15 pitch in size to ensure legibility of the record.

5. RECORDING STANDARDS:

Recordation inscriptions shall be by ROD Office 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. KENT COUNTY IS NOT ACCEPTING PLOT PLANS/MAJOR & MINOR SUBDIVISION PLANS ELECTRONICALLY.

EXHIBIT 1

1"  
Recording Information Only

2 1/2"  
Recording Information Only

Parcel Number:  
Prepared By  
Return To:

Kent County, Delaware/First Page Only

For Document Affecting Real Property

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

8 1/2 x 11 or 8 1/2 x 14

3/4"

3/4"

3/4"



3/4''

3/4''

Kent County / Additional Pages Only

3/4''