

Iowa Land Records

E-Submission Service - Application

On behalf of the Organization specified below, I request authorization to submit real estate documents for the purposes of official recording in any county or jurisdiction participating in the ILR Electronic Submission Service. By submitting this application to become an authorized user of the Electronic Submission Service, I certify that I have reviewed the Electronic Submission Service Terms of Use and Privacy policies published at the following web address: https://iowalandrecords.org/esubmission/controller/home. I agree to abide by the terms and conditions specified therein.

Please provide the following information. All information is required. Incomplete applications will not be processed.

Organization Type (Circle One): Abstract/Title Co. – Attorney – Bank – Credit Union – Government – Mortgage Co. – Realtor – Other (Specify) _____

Organization Information

Organization Name:
Street Address 1:
Street Address 2:
City:
State:
Zip:
Phone Number: () Ext.
FAX Number ()

Organization Administrator Information

Organization Administrator Name:
Requested User Name:
First Name:
Last Name:
E-mail:

Financial Institution Information*

Name of Financial Institution:
Bank Account Number: (Last Five Digits Only)
Bank Routing Number: (Must Be Nine Digits)
Name of Bank Point of Contact:
Point of Contact Phone Number:

*Required if ACH Payment is requested. Not required if payment is by credit card.

E-Submission Validation Information

Please provide one example of a document you have recorded in Iowa by specifying the reference number of the recorded document and the county in which the document was recorded. Providing this information will facilitate the application review process. Thank you!

Iowa County:
Book & Page or Document Reference Number:
Date of Recording:

Agreement. I represent and warrant that on behalf of the organization specified above I have the right, power and authority to enter into and perform the obligations under this Agreement. I have taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the applicant, enforceable in accordance with its terms. I further agree to the Electronic Submission Service Terms of Use policy and Privacy policy.

Signature:
Name:
Date:

Return To: Iowa Land Records
8711 Windsor Parkway
Suite 2
Johnston, IA 50131
Or
FAX: 515.309.0144

Promotional Code:

Questions? Contact Customer Service at 888-790-2246 or support@clris.com.

Terms of Use

Each registered organization and user represents and warrants that he/she agrees that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each registered organization and user agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction. Organizations and users agree that a County Recorder or other designee may correct any index information submitted which may be in error or which may require clarification. Organizations and users agree that they are responsible for assuring that documents submitted through the Iowa Land Records Electronic Submission Service are valid and comply with all requirements for recording. Organizations and users accept and agree to make payment of due and proper recording and related online service fees through the payment services system specified by the Iowa Land Records Electronic Submission Service, and further agree that the Iowa Land Records Electronic Submission Service may suspend services for failure to make payment or to maintain current payment information as required.

Each participating county and county recorder represents and warrants that he/she agrees that the user identification and authentication procedures implemented by the Iowa Land Records Electronic Submission Service, i.e., a user ID and password, is a valid electronic signature under Section 554D.103 of the Iowa Code, and that it is legally recognized as a signature under Section 554D.108. Each participating county and county recorder agrees that submission of a document through the Iowa Land Records Electronic Submission Service is equivalent to delivery of a document through the U.S. mail, courier service or over-the-counter at designated offices in each county or jurisdiction. A list of active participating counties is provided at www.clris.com.

The Iowa County Recorders Association provides any and all materials and other information and/or software distributed on this site "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability or fitness for a particular purpose. In no event shall the Iowa County Recorders Association be liable for any loss of profits, lost business, loss of use of data, interruption of business, or for indirect, special, incidental, or consequential damages of any kind. The Iowa County Recorders Association may revise the terms of use of its site from time to time without notice other than posting on its site. The performance of this website and all information contained on, downloaded or accessed from this website are provided on an "as is" basis, without warranties of any kind whatsoever, including any implied warranties or warranties of merchantability, fitness for a particular purpose or non-infringement of the rights of third parties. The Iowa County Recorders Association shall be not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, Internet access providers, computer equipment, software, or any combination thereof including any injury or damage to your or any other person's computer as a result of using this website.

As a registered user of the Iowa Land Records E-Submission Service at iowalandrecords.org/esubmission, you acknowledge and agree that any reliance on or use by you of any information available on this website shall be entirely at your own risk. In no event shall the Iowa County Recorders Association nor any of its service providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website, even if the Iowa

County Recorders Association or such provider has been advised of the possibility of such damages.

No Unlawful or Prohibited Use

As a condition of your use of the Iowa Land Records E-Submission Service, you will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Iowa Land Records E-Submission Service in any manner that could damage, disable, overburden, or impair any Iowa County Recorders Association server, or the network(s) connected to any Iowa County Recorders Association server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Iowa County Recorders Association server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Illegal and/or unauthorized uses of the Site, including, but not limited to, unauthorized framing of or linking to the Site, or unauthorized use of any robot, spider or other automated device on the site, will be investigated and appropriate legal action will be taken, including without limitation civil, criminal and injunctive redress. If you violate these Terms of Use, Iowa County Recorders Association may terminate your use of the Site, bar you from future use of the Site and/or take appropriate legal action against you. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with the Terms of Use. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa.

Products

Any product mentioned on this site is mentioned for identification purposes only. Product names appearing in this material may or may not be registered trademarks or copyrights of their respective companies.

Links to External Sites

Iowa Land Records includes links to web sites not under the control of the Iowa County Recorders Association. The Iowa County Recorders Association does not have control of these other sites and is not responsible for the contents of any site outside of the Iowa Land Records E-Submission Service (iowalandrecords.org and clris.com) or any domain contained in a linked site, or any changes or updates to such sites. The Iowa County Recorders Association provides these links only as a convenience and is not an endorsement by the Iowa County Recorders Association.

Copyright Notice

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Iowa County Recorders Association
Iowa State Association of Counties
8711 Windsor Parkway, Suite 2
Johnston, IA 50131
PHONE 888.790.2246

Privacy Policy

The Iowa Land Records E-Submission Service knows that you care how information about you is used and shared, and we appreciate your trust that we will handle this information carefully and sensibly. This notice describes our privacy policy. By using the Iowa Land Records E-Submission Service, you are accepting the practices described in this Privacy Notice.

What Personal Information About Customers Does the Iowa Land Records E-Submission Service Gather? The information we learn from customers helps us personalize and continually improve services. Here are the types of information we gather.

- **Information You Give Us:** We receive and store any information you enter on our Web site or give us in any other way. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future services for you, and communicating with you.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, like many Web sites, we use "cookies," and we obtain certain types of information when your Web browser accesses the Iowa Land Records E-Submission Service.
- **E-mail Communications:** To help us make e-mails more useful and interesting, we may receive a confirmation when you open e-mail from the Iowa Land Records E-Submission Service if your computer supports such capabilities.
- **Information from Other Sources:** We might receive information about you from other sources and add it to our account information.

Does Iowa Land Records Share the Information It Receives? Information about our customers is important to us, and we are not in the business of selling it to others. We share customer information only as described below.

- **Agents:** We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.
- **Protection of the Iowa Land Records E-Submission Service and Others:** We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms of Use and other agreements; or protect the rights, property, or safety of the Iowa Land Records E-Submission Service, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. This does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this Privacy Notice.

- **With Your Consent:** Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

How Secure Is Information About Me? We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. We reveal only the last four digits of your credit card numbers when confirming account activity. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

Which Information Can I Access? The Iowa Land Records E-Submission Service gives you access to a broad range of information about your account and your interactions with the Iowa Land Records E-Submission Service for the limited purpose of viewing and, in certain cases, updating that information.

What Choices Do I Have? As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of some the Iowa Land Records E-Submission Service features. You can add or update certain information about your account. When you update information, we usually keep a copy of the prior version for our records.

Terms of Use, Notices, and Revisions. If you choose to use the Iowa Land Records E-Submission Service, your activity and any dispute over privacy is subject to this Notice and our Terms of Use, including limitations on damages, arbitration of disputes, and application of the law of the state of Iowa. If you have any concern about privacy at the Iowa Land Records E-Submission Service, please contact us with a thorough description, and we will try to resolve it. Our activities and services change constantly, and our Privacy Notice and the Terms of Use will change also. We may e-mail periodic reminders of our notices and conditions, but you should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

Information You Give Us. You provide most such information when you register, set up a payment account, or communicate with customer service. For example, you provide information when you communicate with us by phone or e-mail, or when you complete a questionnaire. As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; e-mail addresses; and financial information.

Automatic Information. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type and version, operating system, and platform; and account history. During some visits we may use software tools such as JavaScript to measure and collect session information, including transaction activities.

Information from Other Sources. Examples of information we receive from other sources include updated delivery and address information from our carriers or other third parties, which we use to correct our records; account information, purchase information, and credit history information from credit bureaus, which we use to

help prevent and detect fraud and to offer certain credit or financial services to some customers.

Information You Can Access. Examples of information you can access easily at the Iowa Land Records E-Submission Service include up-to-date information regarding recent account activity; and personally identifiable information (including name, e-mail, password; payment settings (including credit card information and account balances).

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