



ELECTRONIC RECORDING GUIDELINES
Clerk of the Circuit Court and County Comptroller
2000 Main Street
Sarasota, FL 34236

1. **Electronic Recording** - For the purpose of this guideline, “*electronic recording*” means the electronically-based submittal of documents by or through a Submitter to a Receiver (*Clerk*) and electronically-based receipt of confirmation of recording from Receiver to a submitter or its customer. Such transactions are categorized by three different levels of automation, described as follows:
 - (a) Level 1. The submitting organization (“*Submitter*”) transmits scanned image copies of ink-signed documents to Receiver. Receiver completes the recording process in the same manner as paper submittals, using the imaged copy as the source document. An electronic recording endorsement is returned to Submitter in the form of a label or printing process in order for Submitter to append that information to the original paper document, or alternatively may be appended to the scanned image in place of the paper document, consistent with the provisions of Uniform Electronic Transaction Act (UETA).
 - (b) Level 2. Submitter transmits scanned images of ink-signed documents along with electronic indexing information to Receiver. Indexing data is provided as an accommodation to Receiver but should not be cause for rejecting a document submitted for electronic recording. Proper indexing of received documents remains the responsibility of the Receiver. Receiver performs an electronic examination of the imaged documents and indexing data, and then completes the recording process. The electronic version of the recorded document is returned electronically to Submitter along with the electronic recording data.
 - (c) Level 3. Submitter transmits documents, which have been created, signed and notarized electronically along with the electronic indexing information. Indexing data is provided as an accommodation to Receiver but should not be cause for rejecting a document submitted for electronic recording. Proper indexing of received documents remains the responsibility of the Receiver. Electronic signatures must comply with UETA, Uniform Real Property Electronic Recording Act (URPERA) and Electronic Signatures (E-SIGN) specifications. Receiver performs an electronic examination of the electronic documents and indexing information then completes the recording process. The electronic version of the recorded document and electronic recording data is returned to Submitter.
2. **Program Requirements** - Receiver’s electronic recording program (the “*Program*”) is defined by the following requirements:
 - (a) Levels 1, 2 and 3 electronic recording are supported.
 - (b) PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

- (c) Communications protocol will be TCP/IP, HTTP and HTTPS.
- (d) Encryption will be 128-bit file and image encryption. SSL and XML's are enveloped with a Digital Certificate to validate the submitter.
- (e) Electronic signatures and digital certificates will be used for Level 3 recording.
- (f) Submitter shall confirm that notary signatures and seals are present on all documents requiring notarization.
- (g) Receiver will not reject a document lacking a notary signature or seal, IF this is not a requirement for recording.
- (h) Documents will be scanned to conform to Receiver's requirements.
- (i) Document images will be captured as multi-page Group IV TIFF images.
- (j) Scanned documents will be legible. "*Legible*" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.
- (k) Submitter shall be responsible for the clarity and brightness of the image.
- (l) Document font size must meet minimum PRIA standards.
- (m) Margins shall conform to Receiver's requirements for reserved use by the Clerk of Court as described in F.S. 695.26; Section (1) (e).
- (n) Deeds must include grantee's mailing addresses.
- (o) All documents must be in English.
- (p) Document types that may be accepted electronically are listed on the attached exhibit (the "*Exhibit A*").
- (q) All documents submitted will conform to Receiver's requirements for indexing data. Such requirements may include the following index fields:
 - (i) Document type
 - (ii) Consideration, if necessary to calculate recording fees
 - (iii) One grantor OR grantee
 - (iv) Submitter information – Business name
- (r) Submitted documents electronically recorded will be returned to Submitter in electronic format after acceptance. Confirmation of recordation will include the document image and

Receiver's recording information. Receiver reserves the right to make changes to the index at a later date.

- (t) Rejected documents will be returned to Submitter in electronic format with the reason(s) for rejection.

3. **Submission Requirements** - Electronic recordings by or through the Submitter shall conform to the requirements of Receiver's guidelines. Further,

- (a) The Submitter diligently shall ensure that documents submitted to Receiver for electronic recording by or through the Submitter have been checked before submission, for errors, omissions, scanning defects, illegible areas and other irregularities that would impact the validity of the document.
- (b) The Submitter shall not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to Receiver or used in the electronic recording process.
- (c) The Submitter acknowledges that (i) electronic recording permits documents and records to be prepared, signed and transmitted in electronic format, and (ii) electronically recorded documents and records shall be considered the "original" record of the transaction with the same intended legal effect as paper documents and, if any such document bears a digital or electronic signature, it shall be the considered the same as paper documents bearing handwritten signatures.
- (d) The Submitter shall be deemed to have attested to the completeness and conformity to the paper originals of the electronic records submitted by or through it to Receiver.
- (e) The Submitter shall be responsible for coordinating all technical problems and issues between Receiver and the Submitter and/or its customer.
- (f) The Submitter shall be responsible for designing, implementing, maintaining and upgrading its electronic recording interfaces and for assuring that such interface speaks directly to all applicable back-end recording system.
- (g) The Submitter shall ensure that its customers who affect electronic recordings through the Submitter fully comply with the terms and provisions of these guidelines.

4. **General Requirements** - Electronic recording is an emerging technology. Best practices and governing standards will continue to evolve. Consequently, the Receiver will review the Electronic Recording Guidelines and may need to address modifications to these guidelines. As such, the Submitter shall periodically review the Receiver's website www.sarasotaclerk.com for modifications to the Electronic Recording Guidelines. In addition, Submitter agrees to be in compliance with all applicable rules, regulations and laws regarding electronic transmission and signature.
- (a) **Time and Priority** - Receiver will record documents in the order they are received, either physically or electronically, in Receiver's office. Documents received on any business day after 5:00 p.m., Receiver time, will be processed on the next business day in the order they were received.
 - (b) **Acceptance** - At any time, with or without notice, the Receiver may cease acceptance of e-recorded documents by any Submitter.
 - (c) **Venue** – The venue for any litigation arising between the parties shall be Sarasota County, State of Florida.
 - (d) **Current Certificate of Insurance** - each approved submitter must remit to the Receiver a current certificate of insurance with the receiver identified as additionally insured. The Clerk has sole discretion in determining the amount of insurance which in all instances shall be no less than 1 million dollars for each, General Liability and, Errors and Omissions Insurance.
 - (e) **Payments**– each approved submitter must abide by the ACH Authorization form for Direct Payments and the Automatic Direct Payment Instructions.
 - (f) **Letter of Credit from Bank**- each approved submitter must remit to the Receiver a Letter of Credit to serve as guarantee of payment. The Clerk has sole discretion in determining the amount of the Letter of Credit which in all instances shall be no less than \$50,000.00.
 - (g) **Technology** – each approved submitter must be able to electronically integrate all data that is captured from customers into the Clerk's E-recording system, at no expense to the Clerk. The Clerk will provide the submitter with the required file specifications and formats that must be adhered to for the integration.

EXHIBIT A

1. A	AGREEMENT
2. ACM	AFFIDAVIT OF CONTINUOUS MARRIAGE
3. AF	AFFIDAVIT
4. ALR	ASSIGNMENT OF RENT
5. ALS	ASSIGNMENT OF LEASE
6. AM	ASSIGNMENT OF MORTGAGE
7. APS	APPROVAL OF SALE
8. CCJ	CERTIFIED COPY OF JUDGMENT
9. D	DEED
10. E	EASEMENT
11. L	LEASE
12. LN	CLAIM OF LIEN
13. LP	LIS PENDENS
14. M1	MORTGAGE
15. M2	MORTGAGE(NO INTANG)
16. M3	MORTGAGE(TAX EXEMPT)
17. MIS	MISC/OTHER
18. MMA	MORTGAGE MODIFICATION AGREEMENT
19. NC	NOTICE OF COMMENCEMENT
20. NOT	NOTICE
21. PA	POWER OF ATTORNEY
22. PRM	PARTIAL RELEASE OF MORTGAGE
23. REL	RELEASE
24. RLN	RELEASE OF LIEN
25. SLN	SATISFACTION OF LIEN
26. SM	SATISFACTION OF MORTGAGE
27. UCC	UCC FINANCING STATEMENT
28. W	WILL