

Delivery Agent Electronic Document Recording Agreement

This Agreement is made and entered into by Canyon County ("County") a duly formed and existing county pursuant to the laws and constitution of the state of Idaho, and Indecomm Holdings, LLC ("Delivery Agent"), a Delaware corporation doing business as Indecomm Global Services in Minnesota. The Canyon County Recorder's Office ("Recorder") offers electronic document recording pursuant to Title 31, Chapter 29, Idaho Code, and Idaho Administrative Code ("IDAPA") 34.06.01. Delivery Agent seeks to provide its software and services to individuals wishing to submit documents for electronic recording ("Submitter"). IDAPA 34.06.01.107 sets forth the issues that County and Delivery Agent must address in a written agreement. County enters this Agreement pursuant to the authority granted in Idaho Code §§ 31-801, 31-802, 31-828, 31-2402, 31-2904(2), 31-3205, and IDAPA 34.06.01. The parties agree as follows.

1. **Access authorization.** Subject to the terms of this Agreement, County hereby grants Delivery Agent the ability to submit electronic documents to Recorder for recording through Helion Software ("Software").
2. **Overview of electronic recording procedure.** When Submitter submits a document electronically via Delivery Agent's Software for recording with Recorder, Recorder will review the document to ensure that it can legally be recorded. If Recorder rejects a document for recording, Recorder shall return the document to the Submitter in electronic format via the Software and provide the Submitter with the reason(s) for rejection in writing. If Recorder accepts and records a document, Recorder shall electronically send the Submitter the recorded copy of the document via the Software.
3. **Recorder's discretion to reject.** Idaho Code § 31-2402 and related case law grants Recorder the discretion to reject any document not permitted to be recorded by law. Nothing in this Agreement obligates Recorder to record any document.
4. **No representation regarding legal sufficiency.** By accepting a document for recording, Recorder makes no representation about the legal sufficiency of the document.
5. **Electronic recording procedures.** Delivery Agent shall comply with Recorder's *Electronic Recording Procedures*, attached hereto as Exhibit A and incorporated by reference.
6. **Additional Delivery Agent duties.** Delivery Agent shall also do the following:
 - a. Require each Submitter to sign an agreement requiring Submitter to check each document before submission to Recorder for completeness, errors, omissions, scanning defects, illegible areas, proper signatures or notarizations, and other irregularities that could impact the ability of Recorder to record the document.
 - b. Not attempt to hack, reverse engineer, inspect, copy, or use for any other purpose, any hardware, software, or digital data belonging to Recorder or used in the electronic recording process. Provided, however, that Delivery Agent may inspect, copy, and use hardware, software, or digital data belonging to Delivery Agent.

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c. To the extent Delivery Agent has control over the involved software and systems, be responsible for resolving all technical problems and issues with electronic recording through Software between Recorder, Delivery Agent, and any Submitter.

d. 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 systems of Recorder. Alternatively, Delivery Agent shall contract with Helion Software Inc. to provide such an interface.

e. Use its best efforts to ensure that each Submitter fully complies with the terms and provisions of this Agreement.

7. **Term.** The initial term of this Agreement shall be from the date this agreement is fully executed through September 30, 2027, unless terminated as otherwise provided herein. At the end of the initial term, this Agreement will automatically renew for subsequent one (1) year periods, beginning October 1, 2027, unless otherwise terminated as provided herein.

8. **Termination.** Either party may terminate this Agreement with or without cause by providing the other party thirty (30) days written notice of termination. This Agreement may also be terminated immediately by mutual agreement in writing by both parties.

9. **Non-appropriation.** In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the County may cancel this Agreement for any fiscal year when the necessary funds for the fulfillment of this Agreement are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this Agreement, without penalty, if the County determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted for. The County's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.

10. **Disclaimer of warranties.** All services that County provides in this Agreement are provided "as is." County specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from the course of dealing, usage, or trade practice. Without limiting the foregoing, County makes no warranty of any kind that the access granted to Delivery Agent will meet Delivery Agent's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, or other services, or be secure, accurate, complete, free of harmful code or error-free.

11. **Limitation of liability.**

a. *Software failure, information, breach.* Delivery Agent shall hold harmless and defend County against any liability or damages resulting from (i) the failure of Software; (ii) information electronically transmitted to Recorder by or through Delivery Agent; and (iii) any breach of

security, fraud, or deceit as a result of any electronic recording with Recorder by or through Delivery Agent.

b. *Exclusion of damages.* In no event will County, or any of its licensors, service providers, or suppliers be liable under or in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any (a) increased costs, diminution in value or lost business, production, revenues or profits, (b) loss of goodwill or reputation, (c) use, inability to use, loss, interruption, delay or recovery of any software, (d) loss, damage, corruption, or recovery of data, or breach of data or system security, (e) cost of replacement goods or services, or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, in each case regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

c. *Cap on monetary liability.* In no event will the aggregate liability of County, and its licensors, suppliers, and service providers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability or any other legal or equitable theory, exceed the total amount paid to County under this Agreement, which is none, as County offers this access free of any charge. The foregoing limitations apply even if any remedy fails of its essential purpose.

12. Indemnification.

a. *General.* In the event County is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of Delivery Agent its employees, or its subcontractors, Delivery Agent shall indemnify, defend, and hold harmless County and its employees, elected officials, officers, agents, employees, representatives, externs, interns, and volunteers (collectively "employees") from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of Delivery Agent. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of County or its employees.

b. *Intellectual property infringement.* Delivery Agent will indemnify and defend County, at Delivery Agent's expense, against any action brought by a third party against County to the extent that the action is based upon a claim that Delivery Agent or Software directly infringes any copyrights or U.S. patents or misappropriates any trade secrets, and Delivery Agent will pay those costs and damages finally awarded by a court of competent jurisdiction against County in any such action that are specifically attributable to such claim or those costs and damages agreed to by Delivery Agent in a monetary settlement of such action. Notwithstanding the foregoing, Delivery Agent will have no obligation with respect to any infringement claim based upon (a) any use of Software by County that is not in accordance with this Agreement or the corresponding Software documentation; or (b) any use of Software by County in combination with other products, equipment, software, or data not supplied by Delivery Agent if such infringement would not have arisen but for such combination. This Section states Delivery Agent's entire liability, and County's sole and exclusive remedy, for infringement claims and actions. The foregoing obligations are subject to County notifying Delivery Agent promptly in writing of such action, giving Delivery

Agent sole control of the defense thereof and any related settlement negotiations, and cooperating and, at Delivery Agent's reasonable request and expense (including reasonable attorneys' fees), assisting in such defense.

13. Insurance.

a. Without limiting County's right to indemnification, Delivery Agent shall maintain the following insurance policy at all times this Agreement is in effect and for the stated periods after final completion of the Project:

i. Workers' compensation and employer's liability insurance as required by the state where the work is performed and for at least one (1) year after final completion of the Project.

ii. Commercial general liability insurance covering claims for injuries to members of the public or damage to property or others arising out of any covered negligent act or omission of Delivery Agent or of any of its employees, agents, or subcontractor with \$1,000,000 per occurrence and \$3,000,000 in the aggregate. County is to be named as an additional insured.

b. Delivery Agent shall provide insurance certificates to County prior to submitting documents for electronic recording.

14. Force majeure.

a. For purposes of this Agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a Change in Law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

b. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations; (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (3) that party complies with its obligations under this Section.

c. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Agreement.

15. **Compliance.**

a. *Law.* Delivery Agent agrees to comply with all federal, state, city, and local laws, rules, and regulations. Delivery Agent shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.

b. *County policies.* Delivery Agent shall comply with all applicable policies of County relating to business and office conduct, health and safety, and use of County's facilities, supplies, information technology, equipment, networks, and other resources.

16. **Assignment.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted under this Agreement, (2) any right to satisfy a condition under this Agreement, (3) any remedy under this Agreement, or (4) any obligation imposed under this Agreement. Any purported transfer in violation of this section will be void.

17. **No exclusivity.** This Agreement is not exclusive. It is expressly understood and agreed by the parties hereto that Recorder may choose to allow other delivery agents to process documents submitted for electronic recording.

18. **Binding authority.** The member of Delivery Agent signing below represents that he or she has full authority to enter into this Agreement on behalf of Delivery Agent, knowing that the County will rely thereon.

19. **Entire agreement.** This Agreement sets forth all the terms to which the parties are binding themselves as to its subject matter. This Agreement supersedes all prior, simultaneous, and later agreements and communications of the parties as to its subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the exhibits shall control.

20. **Amendments.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

21. **Severability.** The parties agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.

22. **Nonwaiver.** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **No third-party beneficiaries.** This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

24. **Controlling law.** This Agreement shall be construed and enforced in accordance with the laws of the United States and of the state of Idaho without regard to its conflict of law provisions.

25. **Choice of forum.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including Agreement, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Idaho sitting in Canyon County, and any appellate court from any thereof, or, if such court does not have subject-matter jurisdiction, the United States District Court for the District of Idaho. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. **Waiver of jury trial.** The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement (including exhibits, schedules, attachments, and appendices attached to this Agreement) or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as a written consent to a trial by the court.

27. **Attorney fees.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

28. **Survival.** The rights and obligations of the Parties set forth in sections 6.b., 8, 12, 13, 24, 25, 26, and 27 survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

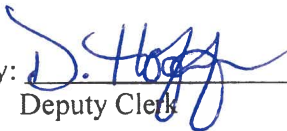
DATED this 27th day of August, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<u>✓</u>	_____	_____
 _____ Commissioner Brad Holton	<u>X</u>	_____	_____
 _____ Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk

CANYON COUNTY CLERK

DATED this 27th day of August, 2026.



Jess Urresti, Clerk


Deputy Clerk

DELIVERY AGENT ELECTRONIC
DOCUMENT RECORDING AGREEMENT

INDECOMM HOLDINGS, INC.

Gerrell Clardy
Signature

Gerrell Clardy

Printed name

SVP of Operations – PCH Division

Company title

STATE OF Minnesota)
) ss.
County of RANSLEY)

On the 19 day of August, 2026, before me, the undersigned Notary Public, personally appeared Gerrell Clardy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Debra Steidl
Notary Public for Indecomm Global Services
Residing at: 1600 Knight St Shoreview MN
Commission Expires: 1-31-2027 85126

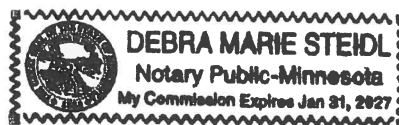


EXHIBIT A: ELECTRONIC RECORDING PROCEDURES

1. **Purpose and scope.** The purpose of these procedures is to establish guidance as required by Idaho Administrative Code 34.06.01.107 for individuals who wish to submit electronic documents for electronic recording with the Recording Division of the Canyon County Clerk's Office.

2. **Definitions.** For purposes of these electronic recording procedures, the following terms carry the following meanings:

a. "Delivery agent" means the company that provides the electronic recording service to submitters. A more formal definition is provided in IDAPA 34.06.01.010.01.

b.

c. "Electronic document" is as defined in Idaho Code § 31-2902(3).

d. "Recorder" means the Recording Division of the Canyon County Clerk's Office. A more formal definition is the one provided for "Participating Recorder" in IDAPA 34.06.01.010.07.

e. "Software" means the computer program through which the delivery agent offers the electronic recording service to submitters. A more formal definition is the one provided for "Electronic Document Delivery System" in IDAPA 34.06.01.010.04.

f. "Submitter" means a party who requests that an electronic document be recorded. IDAPA 34.06.01.010.09.

More formal definitions of these terms are available in Idaho Code § 31-2902 or IDAPA 34.06.01.010. This policy has simplified those definitions for readability purposes but the formal legal definitions are controlling.

3. **Recorder's discretion to reject.** As memorialized in Idaho Code § 31-2402, Recorder may reject for recording any document not permitted to be recorded by law. Nothing in these procedures obligates Recorder to record any document.

4. **No representation about legal sufficiency.** By accepting a document for recording, Recorder makes no representation about the legal sufficiency of the document.

5. **Document characteristics.** The following is a non-exhaustive list of basic conditions that a document must satisfy for Recorder to electronically record the electronic document:

Document characteristics	Applicable law
Properly notarized signatures (sufficient notary jurats; electronic notarizations and electronic signatures satisfy all legal requirements)	Idaho Code § 55-805, Title 51 Chapter 1; <i>for electronic</i> , Idaho Code §§ 31-2903(2) & (3), IDAPA 34.06.01.107.01.e
Correct page size (either 8.5in x 11in, or 8.5in x 14, unless a survey or plat)	Idaho Code §§ 31-3205(6), 55-1905, 50-1304

Typewritten or in legible writing (<i>Legible means a clear image in which all words and text, including signatures and notary seals, can be read, and in which all portions of each page are captured</i>)	Idaho Code § 31-3205(6)
Document pertains to real property located in Canyon County (<i>only applicable if document is about real property</i>)	Idaho Code § 55-808
Document is one of the three electronic recording models allowed by state regulation	IDAPA 34.06.01.101, 34.06.01.107.01.a
Electronic document types must be a document permitted by law to be recorded (e.g., deed, mortgage, lease, liens)	Idaho Code §§ 31-2402, 31-2903, IDAPA 34.06.01.107.01.b
Document's data format is multi-page Group IV TIFF format image	IDAPA 34.06.01.102.03, 34.06.01.103, 34.06.01.107.01.c
Document format meets minimum standards promulgated by the Property Records Industry Association (PRIA) (font at least 10pt Times New Roman; 1 inch margins; 3 inch on top of 1 st page for recorder stamp)	IDAPA 34.06.01.107.01.c; <i>see also</i> Idaho Code § 31-2410
Recorder has no required indexing fields.	IDAPA 34.06.01.107.01.d
Document is in English or is accompanied by a certified translation in English	Idaho Code § 73-121(3)
Correct fee submitted with document	Idaho Code § 31-2418
Document contains grantee's name and complete mailing address (<i>only applicable if document is about conveyance of real property or a mortgage</i>)	Idaho Code §§ 55-601, 45-902

Waiver of any of the above characteristics is by no means a validation or certification by Recorder of the legal sufficiency of a document.

6. **Electronic transmission and security.** Submitters must use communications protocol of TCP/IP or HTTPS. Submitters must submit documents via 128-bit file encryption and image encryption. Submitters are to use TLS and XML enveloped with a digital certificate to validate the submitter.

7. **Recording hours.** Recorder shall process and record acceptable documents on the date received if received by Recorder before 4:45 p.m. Mountain Time on a normal County business day. Recorder will process and record acceptable documents received by Recorder at or after 4:45 p.m. Mountain Time on a normal County business day on the next normal County business day. The parties acknowledge that Recorder does not actually receive a document submitted for recording until the document has first been received and processed by Software before forwarding on to Recorder, and that this process can take several minutes. The term "normal County business day" does not include weekends, holidays, or any other day that Recorder is closed for public business.

8. **Submitter review.** Before granting a potential submitter access to Software, Delivery Agent shall (a) review the qualifications of the potential submitter; (b) enter a written agreement with the potential submitter that requires the submitter to comply with all applicable state statutes and laws and to maintain the security of the systems in the submitter's offices; and (c) approve the potential submitter.

9. **Payment options.** For electronic recording, Recorder only accepts electronic payment in the form of an automated fund transfer sent to Recorder's account via an Automated Clearing House. To accomplish such payment, Delivery Agent shall send the necessary paperwork authorizing direct deposit to Recorder, who shall then fill out the paperwork and return to Delivery Agent. Payment must be made payable to the "Canyon County Recorder." Delivery Agent shall pay recording fees no later than the next normal County business day after the day the document was recorded. Recorder shall charge fees in accordance with Idaho Code § 31-3205 and shall not charge taxes unless subsequent legislative changes make these services taxable. Under Idaho Code § 31-2418, Recorder has no legal duty to record any document until fees are paid, but for practicality reasons, may electronically record documents before receiving payment. Recorder may refuse to record any documents from a Submitter who is in arrears on recording fees.

10. **Daily fee reports.** Delivery Agent shall provide Recorder with a recording daily fee report by 8 a.m. Mountain Time of the day after any Submitter electronically records a document with Recorder through the Software. The recording daily fee report must provide all the following information for each document that Recorder recorded for any Submitters using the Software the previous day:

- a. Date of recording
- b. Instrument number
- c. Document subtype
- d. Recording fee
- e. Total fee paid by Delivery Agent for the previous day
- f. Submitter (if different)

11. **Recording process.** To submit an electronic document for electronic recording, Submitter submits the document to Delivery Agent. Delivery Agent then submits the document through the Software to Recorder. Recorder reviews such submitted document in the order received and checks each document to ensure that recording such document is lawful and that proper payment was submitted. If Recorder accepts the document for electronic recording, then Recorder sends Delivery Agent a recorded version of the document through the Software, which Delivery Agent then forwards to Submitter. If the document cannot be recorded, Recorder rejects the document, returns the document through the Software to Delivery Agent, along with a written explanation for the rejection. Delivery Agent then forwards the rejected document and written explanation to Submitter.