



JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER
PALM BEACH COUNTY

Joseph Abruzzo, Clerk of the Circuit Court & Comptroller
Palm Beach County, Florida

eRECORDING BUSINESS RULES

As Clerk of the Circuit Court & Comptroller, Palm Beach County, it is our intent to accept electronically transmitted wet signature and electronically signed and notarized documents for e-recording through Palm Beach County's Official Record System. What follows are the Business Rules that have been established to comply with the rules prescribed by the Department of State and recommended by the Florida Electronic Recording Advisory Committee.

The following Business Rules will remain in effect until notice is given of a pending change. The Clerk of the Circuit Court & Comptroller's Office will generally provide timely notice of any changes.

Program Eligibility:

eRecording requires a close working relationship as well as mutual trust between the Clerk of the Circuit Court & Comptroller, Palm Beach County, its eRecording Providers and the eRecording Providers' Clients. All parties to the eRecording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. *See* § 817.535, Fla. Stat. (2022) (providing criminal penalties and a civil cause of action against a person who files or directs a filer to file, with the intent to defraud or harass another, any instrument containing a materially false, fictitious, or fraudulent statement or representation that purports to affect an owner's interest in the property described in the instrument).

These Business Rules outline the procedures and practices for the trusted relationship between the Clerk of the Circuit Court & Comptroller's office and all eRecording Providers. Participation in the eRecording program is voluntary and the decision to do so is a business judgment. Failure to comply with all requirements of these Business Rules may result in the termination of your eRecording relationship with the Clerk of the Circuit Court & Comptroller, Palm Beach County.

eRecording Requirements:

The eRecording Program of Palm Beach County is defined by the requirements included in these Business Rules.

Attachment A provides the technical specifications including format, models of eRecording supported, transmission protocols, and security requirements of the electronic records. All eRecording participants must agree to these requirements and comply with transmission of documents following the specifications outlined.

Attachment B contains the document type codes and associated document titles eligible for eRecording, and a list of documents which are ineligible for eRecording.

Attachment C contains the processing schedules and hours of operation for the eRecording program.

Attachment D provides the eRecording payment requirements.

Attachment E contains the eRecording Provider's documentation of its payment remittance process (documentation to be inserted by the eRecording Provider).

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eRecording Provider Responsibilities:

Each eRecording Provider shall abide by Florida law. eRecording allows eRecording Provider Clients to prepare, sign and/or transmit documents and business records in electronic formats. The electronically transmitted documents will be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures. All documents submitted for eRecording must be compliant with eRecording Models 1, 2 or 3 as outlined in Attachment A. No documents shall be submitted that are not original documents.

eRecording Provider Clients are expected to be diligent in ensuring that documents submitted for eRecording have been checked before submission for errors, omissions, scanning defects, illegible areas, and other deficiencies that may affect the Clerk of the Circuit Court & Comptroller's ability to record the document. eRecording Provider Clients and/or their employees attest to the accuracy and completeness of the electronic records and acknowledge responsibility for the content of the documents. Should a dispute or legal action arise concerning an electronic transaction, the Clerk of the Circuit Court & Comptroller will be held harmless and not liable for any damages.

eRecording Providers are responsible for the costs of the system or services provided by third parties that enable them to meet the requirements of this program.

eRecording Providers guarantee full payment to Clerk of the Circuit Court & Comptroller for all transactions processed and accepted for electronic recording. If the Clerk of the Circuit Court & Comptroller determines the cost of recording a document exceeds the amount calculated by the eRecording Provider by more than \$100.00, the document will be rejected.

eRecording Providers are responsible for the security of funds collected for fees to be remitted to the Clerk of the Circuit Court & Comptroller, Palm Beach County. Providers are required to have funds collected for remittance to the Clerk of the Circuit Court & Comptroller to be deposited with a Qualified Public Depositor or the Provider is to remit their own funds and is reimbursed by the eRecording customer. The Provider must document their business process as a separate attachment ("E") to this document.

eRecording Providers must immediately notify the Clerk of the Circuit Court & Comptroller of any security incident, including but not limited to attempts to or actual unauthorized access to its pathway, which could compromise or otherwise adversely affect the Clerk of the Circuit Court & Comptroller's data systems.

eRecording Providers must ensure that all security measures and credentials implemented are protected. Documents submitted for recording are to be authenticated and transmitted without modification. eRecording Providers must maintain an audit trail of all activity, available to the Clerk of the Circuit Court & Comptroller at its request, to resolve issues or investigate potentially fraudulent activity. The audit trail must contain, at a minimum, Provider ID, submitted content at point of receipt from the eRecording Provider's Clients, submitted content at point of delivery to Clerk of the Circuit Court & Comptroller, dates and times submitted, size, and checksum.

eRecording Providers are responsible for coordinating all technical problems and issues through

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the Clerk of the Circuit Court & Comptroller and the software vendor(s) supporting this program.

Clerk of the Circuit Court & Comptroller Responsibilities:

Clerk of the Circuit Court & Comptroller will attempt to protect the integrity of the eRecording process through ongoing monitoring of documents received and recorded through eRecording means.

Clerk of the Circuit Court & Comptroller will test and maintain eRecording software and hardware required to operate the eRecording capability. Clerk of the Circuit Court & Comptroller, however, shall be held harmless and not liable for any damages resulting from software or equipment failure and assumes no contractual liability for any damages whatsoever via any part of this document.

Clerk of the Circuit Court & Comptroller will apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

General Understandings:

The Clerk of the Circuit Court & Comptroller will not incur any liability for the information electronically transmitted by eRecording Providers, including but not limited to any breach of security, fraud or deceit.

The Clerk of the Circuit Court & Comptroller and eRecording Providers will attempt in good faith to resolve any dispute or claim arising out of or relating to electronic recording through negotiation prior to initiating litigation. Jurisdiction and venue for any civil action commenced by either party with respect to these Business Rules shall be proper in the court of general jurisdiction in Palm Beach County.

eRecording Providers expressly waive the right to bring such action in or to move such action to any other court, whether state or federal. This agreement shall be governed by the laws of the state where the Clerk of the Circuit Court & Comptroller's office is located. Nothing contained herein waives or is intended to waive any protections that may be applicable to the Clerk of the Circuit Court & Comptroller or any of its elected or appointed officials, employees, or agents under any applicable statutes, rules or regulations providing governmental immunity, or any other rights, protections, immunities, defenses or limitations on liability of the Clerk of the Circuit Court & Comptroller or such related parties that are provided by law.

The Clerk of the Circuit Court & Comptroller may terminate any eRecording Provider's authorization to eRecord for any reason. Upon termination, the parties shall be responsible for compliance with this agreement only to the extent of the electronic recording services provided prior to the effective date of termination. However, termination shall not impact the Provider's obligation to make all payments in connection with the Recording of documents electronically submitted.

Documents may be rejected for multiple reasons, including, but not limited to: document errors, legibility, not a full-sized image, failure to pay the filing or other fees due, the document is not a type the Clerk of the Circuit Court & Comptroller is authorized to accept for recording, or the document fails to meet any other applicable legal or statutory requirements.

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The parties acknowledge that best practices and governing standards will continue to evolve. Consequently, the parties shall confer as needed to discuss changes to electronic recording procedures and standards and any necessary modification to this Agreement. The Clerk reserves the right to amend the provisions of this Agreement without prior notice or Providers' consent if necessary to comply with applicable state or federal laws, rules or regulations; provided, however, that the Clerk of the Circuit Court & Comptroller shall use its good-faith efforts to provide notice of such changes, or any proposed changes, to the Providers at the earliest time reasonably possible under the then circumstances.

Personal Identifying Information:

The eRecording Provider agrees that all personal identifying information that is considered privileged and confidential under Florida law and is contained within the documents must not be released by the eRecording Provider to any individual or other legal entity who would not otherwise have access to such information.

Termination:

The Clerk of the Circuit Court & Comptroller may cease eRecording at any time for any reason. The Clerk of the Circuit Court & Comptroller will attempt to timely notify the eRecording Provider.

Subcontractors:

Any eRecording Provider submitting documents through another eRecording Provider must agree to and sign the eRecording Business Rules. A copy of the agreement between the two eRecording Providers must be supplied to the Clerk of the Circuit Court & Comptroller Palm Beach County.

Agreed and Accepted

By: _____

Name: _____

Title: _____

Company Name: _____

Date: _____

Agreed and Accepted

By: _____

Printed Name: _____

Title: _____

Clerk of the Circuit Court & Comptroller, Palm Beach County

Date: _____

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ATTACHMENT A

TECHNICAL SPECIFICATIONS

Accepted Models for Electronic Recording:

Models 1, 2 and 3 will be accepted.
The three models of automation are as follows:

Model 1: Providers transmit scanned images of original wet-ink-signed documents to the Palm Beach Clerk of the Circuit Court & Comptroller’s recording department. The Clerk of the Circuit Court & Comptroller’s Office completes the recording process in the same way as paper using the imaged copy as the source document. Once the Clerk of the Circuit Court & Comptroller accepts the documents for recording, the scanned image is “burned” with the recording information, including recording date and time, as well as the unique recording reference number, such as instrument number. Indexing is performed by the indexing staff of the Clerk of the Circuit Court & Comptroller’s Recording department, as with paper documents. A copy of the recorded image(s) is electronically returned to the Provider, together with the recording endorsement data.

Model 2: Providers transmit scanned images of original wet-ink-signed documents or an electronic document electronically signed and notarized, along with data necessary for processing, indexing, and returning the document, to the Clerk of the Circuit Court & Comptroller’s recording department. The Clerk of the Circuit Court & Comptroller performs an electronic review of the imaged document and indexing data, corrects indexing errors and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is electronically returned to the Provider, together with the recording endorsement data.

Model 3: Providers transmit documents that have been created, signed and notarized electronically containing the electronic indexing information, or SMART™ documents (i.e. a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object) to the Clerk of the Circuit Court & Comptroller’s recording department. SMART™ documents are required to be signed and notarized electronically. Electronic signatures must comply with the Florida Uniform Electronic Transaction Act (UETA). The Clerk of the Circuit Court & Comptroller performs an electronic review of the electronic documents and indexing information, corrects indexing errors and then completes the recording process using the electronic documents. Images of electronic and SMART™ documents are made, and electronically returned to the Provider, together with the recording endorsement data.

| Feature/Function | Model 1 | Model 2 | Model 3 |
|----------------------------------|----------------|----------------|----------------|
| Paper documents / static images | X | X | |
| Wet-ink signatures | X | X | |
| Automated index population | | X | X |
| Electronic signatures | | X | X |
| Tagged data (XML) | | X | X |
| Interactive data & view sections | | | X |
| Rules-based processing | | | X |

The models are separated primarily by the origination of the document(s), electronic or paper, and the amount of data indexed. Each Provider may employ any of the eRecording models.

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FORMAT OF THE TRANSMITTED FILE:

Property Records Industry Association (PRIA)/Mortgage Industry Standards Maintenance Organization (MISMO) file format standards will be used. The file format must be TIFF and must be so specified.

COMMUNICATIONS PROTOCOL AND OPTIONS:

Web Service or API must be used.

SECURITY FRAMEWORK:

Encryption must be a minimum 128-bit file and image encryption. Secure Socket Layer (SSL) and user login/password must be employed. User passwords are controlled by the Provider and must be monitored/or changed periodically to ensure security. Computers on which documents originate must have all critical operating system patches applied, have a firewall (hardware or software) installed, and have up-to-date virus scan software.

RETURNED FILE FORMAT:

Property Records Industry Association (PRIA)/Mortgage Industry Standards Maintenance Organization (MISMO) file format standard must be used. Documents must be returned in TIFF format.

ELECTRONIC SIGNATURES AND USE OF DIGITAL CERTIFICATES:

The use of Electronic Signatures and Digital Certificates must adhere to the guidelines set out in any applicable Florida Statutes and Florida Department of State administrative rules.

IMAGING STANDARDS:

Documents must be scanned at 300 dpi in portrait mode. Document images will be captured in single-page storage format. Scanned documents must be legible and reproducible, including signatures and notary seals. Document details, such as margins, font size, and other similar requirements, must meet all applicable state or local standards. Documents scanned must be original full-sized images that are 8 ½ x 11 or 8 ½ x 14 with no adjustment to the margins of the document. Font must be 10 point New Times Roman or equivalent.

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ATTACHMENT B

DOCUMENT SPECIFICATIONS

Eligible Document Types:

Most document types recorded in a paper-based system are acceptable for eRecording. Please refer to the table in this attachment for a list of document types currently accepted for eRecording by our office.

County-Specific Document Type Coding:

It is not our office's intention to reject documents based on "incorrect or non-County specific" document types. The Clerk of the Circuit Court & Comptroller will correct the document type as part of the eRecording process provided the correction is clerical and does not increase fees by more than \$100.00. However, the Clerk of the Circuit Court & Comptroller will not correct the document type when the consideration amount entered does not match the consideration found on the face of the document.

Fields for each Document:

Providers are asked to provide the following fields for each document: 1) document type, 2) each grantor, 3) each grantee, 4) amount of consideration (for applicable documents), 5) number of abstracts, and 6) number of legal description searches. The grantor and grantee indexing information for all party names, including name and spelling variations should be included. Our office will not reject documents submitted for recording for incomplete or inaccurate indexing information.

Recording, Indexing, Abstract and Search Fees:

Recording, indexing and search fees are collected in accordance with state law F.S. Section 28.24, Florida Statutes. An Abstract fee in the amount of .60¢ each for the first two legal descriptions and .20¢ for each legal description thereafter are collected in accordance with section 703.01, Florida Statutes and Palm Beach County Board of County Commission Resolution #2004-2566. A search fee of \$ 2.00 is collected for each book and page number reference or Clerk's File Number cited, if the corresponding legal description is not contained in the document.

Document Imaging Quality Control Standards:

The xhtml document must display in W3C (World Wide Web Consortium) Standards.

Notary Requirements per Document:

It is the responsibility of the eRecording Provider Client to confirm that notary signatures and seals are present on all documents as required by Florida law. Notarial seals are not required although the data contained on a notarial stamp is required. All electronic notary signatures must adhere to section 117.021, Florida Statutes for electronic notaries. When recording an electronic document, the Clerk has no duty under Florida law to look beyond the document content to determine the legal sufficiency of a notarial act associated with the electronic document. Any person who submits an electronic document for recording in Palm Beach County knowing the document does not meet the notarial requirements of current Florida law assumes the risk that

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such document may not be accorded all of the entitlements of a recorded Official Record document, as may thereafter be determined as a matter of law.

Eligible Document Batches:

Document batches will be submitted by a standard naming convention determined by the submitter. The maximum size of electronic document batches must not exceed 25mb or 20 documents.

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DOCUMENTS AND DOC TYPES AVAILABLE TO eRECORD

| <u>DOC TYPE CODE</u> | <u>DOCUMENT</u> |
|-----------------------------|--|
| AFF | AFFIDAVIT |
| AFF TX | AFFIDAVIT OF LOST MORTGAGE (Mortgage Stamps & Intangible Tax) |
| AGR | AGREEMENT |
| AGR TX | AGREEMENT TAXABLE (Mortgage Stamps & Intangible Tax) |
| AGD | AGREEMENT FOR DEED (Deed & Mortgage Stamps & Intangible Tax) |
| ASG | ASSIGNMENT |
| ASG TX | ASSIGNMENT TAXABLE (Deed Stamps) |
| CTF | CERTIFICATE |
| CP | COURT PAPERS |
| CP FGM | COURT PAPERS FAMILY GUARDIANSHIP MENTAL HEALTH (Web Protected) |
| CND | DECLARATION OF CONDOMINIUM |
| CND A | DECLARATION OF CONDOMINIUM AMENDMENT |
| DC | DEATH CERTIFICATE (Web Protected) |
| D | DEED (Deed Stamps) |
| D SMP | DEED WITH ASSUMPTION (Deed & Mortgage Stamps) |
| D TR | TRUSTEES NON-JUDICIAL FORECLOSURE DEED (Deed Stamps & \$50.00 DOR Admin fee) |
| DM | DEED/MORTGAGE (Deed & Mortgage Stamps & Intangible Tax) |
| EAS | EASEMENT (Deed Stamps) |
| FIN | FINANCING STATEMENT |
| GOV | GOVERNMENT RELATED |
| IA | INTERLOCAL AGREEMENT |
| JUD FGM | JUDGMENT FAMILY GUARDIANSHIP MENTAL HEALTH (Web Protected) |
| JUD C | JUDGMENT CERTIFIED |
| LN | LIEN |
| LN TX | TAX LIEN |
| LN TX NC | TAX LIEN NO CHARGE (Per CH 201) |
| LN HSP | HOSPITAL LIEN (\$2.00 Flat Fee) |
| LN HSP R | HOSPITAL LIEN RELEASE (\$2.00 Flat Fee) |
| MAR | MARRIAGE RECORD |
| MOD | MODIFICATION (Mortgage Stamps & Intangible Tax) |
| MTG | MORTGAGE (Mortgage Stamps & Intangible Tax) |
| MTG DOC EX | MORTGAGE DOCUMENTARY STAMP EXEMPT (Intangible Tax) |
| MTG EXE | MORTGAGE EXEMPT |
| MTG INT EX | MORTGAGE INTANGIBLE TAX EXEMPT (Mortgage Stamps) |
| NT | PROMISSORY NOTE (Mortgage Stamps) |
| NT RP | PROMISSORY NOTE SECURED BY REAL PROPERTY (Mortgage Stamps & Intangible Tax) |
| NOT | NOTICE |
| NOC | NOTICE OF COMMENCEMENT |
| ORD | ORDER |
| ORD FGM | ORDER FAMILY GUARDIANSHIP MENTAL HEALTH (Web Protected) |
| PR | PARTIAL RELEASE |
| PLR | PLAT RELATED |
| POA | POWER OF ATTORNEY |
| PRO C | PROBATE DOCUMENT CERTIFIED (Web Protected) |
| REL | RELEASE |
| LN TX R | RELEASE/SATISFACTION OF TAX LIEN |
| LN TX R NC | RELEASE/SATISFACTION OF TAX LIEN NO CHARGE (Per CH 201) |
| RES | RESTRICTIONS |
| SAT | SATISFACTION |
| TER | TERMINATION |

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ATTACHMENT C

SERVICE OFFERING

Hours of Operation:

Documents may be submitted for eRecording 24/7 although routine maintenance, system outages or other issues beyond the Clerk of the Circuit Court & Comptroller's control may disrupt services. These documents will be placed in a queue for processing in the order in which they were received. The Clerk of the Circuit Court & Comptroller will process recordings during normal business hours, typically 8:00 a.m. to 5:00 p.m., Monday through Friday, except observed holidays, weekends, planned maintenance and unplanned times beyond the Clerk of the Circuit Court & Comptroller's control. We will attempt to timely notify all participating eRecording Providers of any disruption in service.

Processing Schedules:

Documents/batches will normally be processed or rejected within forty-eight (48) business hours of receipt. Do not wait until the last minute to record time-sensitive documents. Time-sensitive documents should be submitted at least one week in advance of the need-to-record-by date or submitted in-person to guarantee timely recording.

Alternative Delivery Options:

There are no other electronic delivery options at this time.

Return Options:

Submitted documents that are accepted for recording will be made available to the eRecording Provider in electronic format after recording. Submitted documents that are rejected will be made available to the eRecording Provider in electronic format after rejection, along with a description of the reason(s) for rejection. The failure of the Provider to receive actual notice of confirmation or rejection of a recording shall not affect the validity of the confirmation or rejection.

Service Help Contact Information:

Providers may use the following contact information to reach a Clerk of the Circuit Court & Comptroller's staff member to address eRecording issues or communicate operational information:

- eMAIL: eRecordinfo@mypalmbeachclerk.com (preferred method of contact)
- PHONE: (561) 355--2991

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ATTACHMENT D

PAYMENT OPTIONS

ACH DEPOSIT:

It is the Clerk of the Circuit Court & Comptroller's decision to accept Automated Clearing House (ACH) deposit transactions as the payment method for an eRecording transaction. The eRecording Provider must authorize a deposit into our designated account for the total amount of all fees relating to transactions accepted and completed by the Clerk of the Circuit Court & Comptroller before midnight Eastern Time for that day. The eRecording Provider must notify our office by email of the deposit before 7:30 A.M. Eastern Time the following business day.

The Clerk of the Circuit Court & Comptroller's office may terminate the Provider's access and authorization to eRecord for failure to provide ACH deposits for all associated fees related to recorded documents. Any and all amounts due at the time of closure of the authorization to eRecord must be paid to the Clerk of the Circuit Court & Comptroller through an ACH deposit before 7:30 A.M. Eastern Time the following business day.

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ATTACHMENT E

(Provider's Documented Payment Remittance Process - [Ref: Page #2 Paragraph #5](#))