



*State of North Carolina  
Department of the Secretary of State*

ELAINE F. MARSHALL  
SECRETARY OF STATE

OZIE H. STALLWORTH  
Electronic Notarization and  
Notary Enforcement Director

**N. C. Electronic Recording Council**

**BEST PRACTICES FOR ELECTRONIC RECORDING**

*These best practices are not intended to replace statute or contradict any laws. The goal is to make electronic recording the same as paper recording.*

- ❖ **IMAGES** – Images submitted for recording should be clean, without any “noise”/lines and must accurately represent the original documents. Notary seals should be ink stamped or darkened and legible for verification requirements.
- ❖ **RECORDING TIMES** – County should post on County website and/or on any other website available to the public the recording times of that County. The recording times for electronic recording should be consistent with the recording times for paper recordings. It is the responsibility of the Submitter that all local requirements are met prior to submission of documents, i.e., any certifications that may be required. Recording times are based upon the document being processed, accepted, and recorded pursuant to applicable state law. No document is deemed registered automatically upon transmission or receipt.
- ❖ **DOCUMENT TYPES** – County should post on County website and/or on any other website available to the public any restrictions on the types of documents it will accept for recording from approved Submitters.
- ❖ **INDEXING** – The Register is responsible for indexing all documents according to the North Carolina Indexing Standards and not rely on the submission of indexed entries of these documents.
- ❖ **MULTIPLE PACKAGES** – Submitter should only package together documents that need consecutive instrument numbers.
- ❖ **RETURN OF DOCUMENTS** – It is understood that the recording confirmation is returned to the Submitter, regardless of how it is stated on the document.

03/19/18 ADDENDUM K

**ELECTRONIC RECORDING  
(EXAMPLE OF) SUBMITTER AGREEMENT**

THIS SUBMITTER AGREEMENT, dated \_\_\_\_\_, is between the Office of the Register of Deeds of \_\_\_\_\_ County, North Carolina ("COUNTY"), and \_\_\_\_\_ ("SUBMITTER") with offices at \_\_\_\_\_. The SUBMITTER will be transmitting documents to the COUNTY through \_\_\_\_\_ ("VENDOR").

COUNTY desires to offer SUBMITTER the ability to transfer documents in electronic form for purposes of registration in COUNTY's public records pursuant to N.C. Gen. Stat. 161-14, and SUBMITTER agrees to transfer such exchanges only in accordance with this Agreement.

Document types authorized for electronic submission must be submitted in compliance with COUNTY guidelines.

Documents will be processed on those days and hours that the COUNTY recording office is open to the public for business. SUBMITTER acknowledges and agrees that a document electronically presented shall be considered registered only when all applicable requirements have been met and the COUNTY has processed, accepted, recorded, and indexed such document in the public record pursuant to applicable state law. No document is deemed registered automatically upon transmission or receipt.

SUBMITTER is responsible for the costs of any services provided by a third party (VENDOR) that enables SUBMITTER to file documents electronically.

SUBMITTER acknowledges and agrees that only documents that comply with applicable requirements for originality and acknowledgment may be presented for recording. SUBMITTER acknowledges and agrees that COUNTY will be relying on SUBMITTER's compliance and the following representation as required by statute on the first page of any document presented electronically:

*Submitted electronically by (submitter's name) in compliance with North Carolina statutes governing recordable documents and the terms of the Submitter Agreement with the \_\_\_\_\_ County Register of Deeds, GS 47-14 (a1)(5).*

COUNTY is not responsible for retaining such records as may be required by law to evidence originality compliance.

SUBMITTER shall provide a contact through which detected problems or issues can be reported and addressed.

Neither the COUNTY nor SUBMITTER shall be liable to the other for any special or consequential damages arising from, or as a result of, any delay, omission, or error in the transmission or receipt of electronic documents.

Recording is authorized pursuant to this Agreement with respect only to the SUBMITTER specifically named in this Agreement. Submission may be made by a successor or assign of SUBMITTER (including but not limited to by merger or other transfer of assets or reorganization) only after submission of an Agreement in this form in the specific name of such successor or assign.

**Agreed and Accepted:**

(SUBMITTER)

By: \_\_\_\_\_ (Authorized Signature) Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Administrative Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_