



Vermont State Archives and Records Administration

Office of the Secretary of State

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LAND RECORDS STORAGE AGREEMENT

Pursuant to 3 V.S.A. § 117(g)(10), the Vermont State Archives and Records Administration (VSARA) accepts for filing copies of land records submitted in microfilm, electronic media, or similar compressed form by municipal or county clerks. For the purpose of this agreement, a municipality is defined as a city, town, unorganized town, incorporated village, or gore.

Clerk or Supervisor: _____ **Date:** _____

Municipality or County: _____

The municipality or county listed above agrees as follows:

- I. A security copy is defined as a reproduction of a record created and managed to preserve the information in case the original is damaged. A land record is defined as a document required to establish marketable title and which is filed or recorded in the records of a municipality, including all documents filed or recorded pursuant to 24 V.S.A. § 1154.
- II. No records other than security copies of land records may be transferred for storage at the State Records Center. Counties may only transfer security copies of land records that have not already been recorded at the municipal level. Security copies transferred prior to January 1, 2010, whether land records or otherwise, may remain in the State Records Center and will be subject to all applicable provisions of this agreement.
- III. The municipality or county is responsible for ensuring that security copies are created according to accepted standards and guidelines, and enclosed in acid-free containers. VSARA uses acid-free storage boxes, but bears no other responsibility for the chemical security of the records or the periodic migration of records to new storage media. No reference or indexing services will be provided by VSARA.
- IV. Records shall remain in the legal custody of the municipality or county. VSARA will not grant access to them under any circumstances, except to the incumbent clerk of the municipality or county, or his or her designee, according to the established procedure.
- V. The State Records Center will provide documentation of stored records to the clerk following a transfer, and as requested. It is the responsibility of the clerk to maintain documentation of the contents of individual microfilm reels or other storage media.
- VI. The municipality or county may request retrieval of its records at any time by a procedure established by VSARA. Retrieval will be by box only; individual films, CDs or other media will not be retrieved. The municipality or county is responsible for the cost of shipping records to and from the State Records Center.
- VII. The clerk may remove records from the State Records Center at any time in accordance with the established procedure. The clerk will provide VSARA with written notice when he or she intends to remove records from the State Records Center permanently, and will return all other records in a timely manner. VSARA assumes no liability for the security of records while they are not stored in the State Records Center.
- VIII. This agreement will remain in effect until VSARA or the incumbent clerk submits a written request for its dissolution, at which time all records belonging to the municipality or county will be returned to the clerk.

Signature of Municipal or County Clerk or Supervisor

Date Signed