INTERNET ACCESS TO RECORDS MANAGEMENT SYSTEM
APPLICATION

The approval of this application is at the Clerk of the Circuit Court's discretion. By signing this application, the Subscriber acknowledges and accepts the terms and conditions of the *Subscriber Agreement for Internet Access to Circuit Court Documents* as incorporated by reference herein.

SUBSCRIBER CORPORATE/BUSINESS/INDIVIDUAL NAME: _____

AUTHORIZED NAME (if applicable): _____

ADDRESS: _____

_____

PHONE #(S): _____FAX #:_____

EMAIL ADDRESS: _____

UNITED STATES CITIZEN: Y   N   (Please circle one)

SIGNATURE: _____   DATE: _____

I certify that the information above is true and accurate

I, _____ a Notary Public, do hereby certify that on this _____ day of

_____, 20_____, _____ personally appeared

before me and swore and acknowledged to me that the statements contained therein are true and correct.

Notary Public, County of _____

Notary signature _____

My commission expires _____

Notary phone # _____

FOR USE BY CIRCUIT COURT CLERK'S OFFICE ONLY

SUBSCRIBER ID_____

PASSWORD _____

EXPIRATION DATE _____

SUBSCRIBER AGREEMENT
FOR
INTERNET SECURE REMOTE ACCESS TO CIRCUIT COURT DOCUMENTS

1. TERM OF AGREEMENT

    It is the intent of both parties to participate in a remote access program to commence on the day the user ID and Password are assigned and continue until terminated as provided herein or until the annual renewal date.

2. SUBSCRIBER OPTIONS

    The Clerk provides an on-line database allowing "inquiry-only" access to the particular court's indices and/or documents.

3. DAYS AND HOURS OF OPERATION

    The Internet access to the Circuit Court documents may be available seven days a week, twenty-four hours a day, including all holidays or otherwise at the direction of the Clerk, except during periods:
    a.   Of preventative and remedial maintenance
    b.   Of operational issues beyond the control of the Clerk
    c.   When intrusions against security are being remedied

4. FEES

    The fee for the Subscriber is $300.00 for 6 months or $600.00 annually. Fees are set by statute as defined in Sec. 17.1-295, Code of Virginia. Payment shall be collected with the filing of the application and before the issuance of the User ID and Password. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received before the renewal date of the Subscriber.

5. SERVICES

    The Clerk, deputies, employees or agents shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database).

    The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise in the use of the website. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

6. SUBSCRIBER'S OBLIGATIONS

    It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the Database.

    The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's computer. Information accessed from the Database is for the use of the Subscriber.

7. LIMITATION OF LIABILITY

The Subscriber relieves and releases the Clerk, deputies, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the City/County of Orange, its Board of Supervisors, Officers and their Deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the **Office of the Executive Secretary, Supreme Court of Virginia**, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the City/County of Orange, its Board of Supervisors, officers and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the **Office of the Executive Secretary, Supreme Court of Virginia,** employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the City/County of Orange, its Board of Supervisors, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party. The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from any claim or demand against the Subscriber by any other party.

The information or data accessed by the Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

8. AUTHORIZED USERS

The Subscriber, if a corporation, a business or a firm, may select up to four (4) individuals to have secure remote access. The Clerk will assign a separate password and a user I.D. for each of the said employees. The Subscriber shall immediately notify the Clerk upon the employee's departure from the Subscriber's employment. The Clerk shall immediately delete the employee's password and user I.D. from her system.

9. TERMINATION

Either party may terminate this agreement without cause with fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, pro rata for services rendered or obligations incurred.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.

This agreement shall terminate immediately if the Commonwealth of Virginia or City/County of Orange fail to appropriate and continue funding for services provided under this agreement.

10. DEFINITIONS

   a. "Public access" means that the public can inspect and obtain a copy of the information in a court record.

   b. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

   c. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website. If a business or nonprofit entity, organization or association (referred to collectively as "Corporate Subscriber") wishes to become a subscriber, it shall identify each employee who will have remote access to the documents on the circuit court-controlled website and each employee shall obtain a User ID and Password from the clerk. However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the circuit court for the fees and the proper use of the website pursuant to the Subscriber Agreement.

   d. "Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

11. APPLICATION

   Pursuant to§2.2-3808.2 of the **Code of Virginia,** an application must be completed. The application must be approved by the Clerk's office before the User ID and Password will be issued.

   SIGNATURES:

   SUBSCRIBER: _____

   CLERK OF CIRCUIT COURT: _____

   Date of Agreement: _____

REMOTE ACCESS SUBSCRIBER INFO

Company Name	
Address	
Phone #	Fax #
Email Address	
Owner/Manager	Start Date

The following employee(s) are authorized to use the secure remote access. List all employees

including yourself.

SIGNATURE: _____ **DATE:** _____

Authorized Users

(up to 5 users)

Date	Name	Email	Password	(A)dd/(E)dit/(D)elete

Terms

Due Date	For Period	Months	Amount Due	Amount Paid