SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO RICHMOND CITY CIRCUIT COURT LAND RECORDS

Secure Remote Access (hereinafter "SRA")

This agreement is made and entered into by and between the Richmond City Circuit Court Clerk and the Subscriber. Return the signed and notarized application, along with a check made payable to Clerk of Circuit Court for the applicable application fee, $300 for 6 months or $600 for a full year to Records Room LL4 at the Richmond City Circuit Court, John Marshall Courts Building, 400 N. 9th Street, Richmond, VA 23219.

TERMS AND CONDITIONS OF THE AGREEMENT

1. TERMS OF AGREEMENT

The Clerk of the Circuit Court for the City of Richmond (hereafter "Clerk") will provide an on-line database allowing "inquiry-only" access to the Richmond City Circuit Court's indices and documents for land records, judgments, and financing statements.

It is the intent of both parties to participate in a remote access program to commence on July 1, 2008, or any date thereafter the User ID and Password are assigned and continue until terminated six (6) months from date of commencement. To ensure continual service, renewal fees must be paid 15 days prior to expiration.

2. 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 discretion 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

3. FEES

The fee for the Subscriber is $50.00 per month payable in 6-month terms, paid in advance. When the fee is charged, payment is due upon 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. All fees are subject to change. **All checks should be made payable to Clerk of Circuit Court.**

4. 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.

5. SUBSCRIBER'S OBLIGATIONS

In order to be eligible for Secure Remote Access for Richmond City, the Subscriber must be a US citizen and must provide a US street address of residence or place of employment.

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

Information accessed from the database shall not be sold, distributed, posted on a third-party website, or misused in any way. Such misuse shall result in immediate termination of access, and/or the denial of a subscription to the use of the database.

6. 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 of Richmond, VA, its Mayor, City Council 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 of Richmond, VA, its Mayor, its City Council, officers and their deputies, employees, or agents of any liability for any and all damage resulting from incurred 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 incurred data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the City of Richmond, VA, its Mayor, its City Council, 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.

7. TERMINATION

Either party may terminate this agreement without cause with fifteen (15) days e-mail 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.

A Corporate Subscriber shall immediately notify the Clerk when they terminate an employee who has remote access to the documents on the Circuit Court-controlled Website.

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

8. 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.
    i. In order to be eligible for Secure Remote Access for Richmond City, the Subscriber must be a US citizen and must provide a US street address of residence or place of employment.
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.

9. APPLICATION

Pursuant to § 17.1-293 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.

This agreement is made and entered into by and between the Richmond City Circuit Court Clerk and the Subscriber. Return the signed and notarized application, along with a check made payable to Clerk of Circuit Court for the applicable application fee, $300 for 6 months or $600 for a full year to Records Room LL4 at the Richmond City Circuit Court, John Marshall Courts Building, 400 N. 9th Street, Richmond, VA 23219.