

APPLICATION FOR INTERNET ACCESS TO RECORDS MANAGEMENT SYSTEM

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 controlled Land Record Related Documents* as incorporated by reference herein.

SUBSCRIBER:

CORPORATE NAME: _____

INDIVIDUAL'S LAST NAME: _____

INDIVIDUAL'S FIRST NAME: _____

BUSINESS NAME (if applicable) _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

EMAIL ADDRESS _____

UNITED STATES CITIZEN Y N (Please circle one)

For use by Circuit Court Clerk's Office only

SUBSCRIBER ID _____

PASSWORD _____

EXPIRATION DATE _____

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS

1. SERVICES

The Clerk, Deputies, employees or agents of the King George County Circuit Court Clerks Office shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database), and 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.

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. TERM OF AGREEMENT

This is an **Annual Agreement** with a yearly term. The term commences on the date executed below and ends 12 months later.

4. FEES

The fee for this **Annual Agreement** is \$550 per user if paid at the time of execution, in one, lump sum.

The fee for this **Annual Agreement** is \$600 per user if paid on a monthly installment basis.

Under either option, the subscriber is responsible for the entire annual amount prior to being granted access to the Database, whether services are used or not.

Initial the payment option that you select, below:

I elect the lump sum payment of \$550 per user, which is due and payable upon execution.
_____ init.

I elect to pay my annual fee of \$600 per user in monthly installments. The first month's payment of \$50 due and payable upon execution, the remaining months are due and payable in the amount of \$50; each month thereafter, on the anniversary date of the execution of the Agreement, without notice or set-off.

_____ init.

5. 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.

Subscriber attests that they have read, understand and will comply with Va. Code Section 17.1-293 regarding the posting, selling and redistributing prohibitions and availability of certain information on the Internet; and any and all other laws of the Commonwealth of Virginia.

6. LIMITATION OF LIABILITY

The Subscriber relieves, releases and holds harmless, the Clerk, deputies, employees or agents from liability for any and all claims or damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the County of King George, 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 releases and holds harmless the Clerk, the County of King George, 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 County of King George, 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.

7. TERMINATION

This is an **Annual Agreement** that the subscriber cannot terminate early. The Clerk of the Circuit Court of King George County may terminate this agreement without notice, for any cause deemed sufficient by him, at his sole discretion, and without recourse to Subscriber. Termination by the Clerk constitutes an automatic forfeiture of all funds paid and due for the remainder of the Agreement term without recourse or set-off.

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 without any recourse for Subscriber, including but not limited to refund or any other claims, if the Commonwealth of Virginia or County of King George fail to appropriate and continue funding for services provided under this agreement.

8. DEFINITIONS

- i. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
- ii. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

iii. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to land record documents on its website. If a business or non- profit 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 user 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.

iv. "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 §17.1-294 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.

Subscribers Signature

Date

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, State/Commonwealth of _____

Registration/Commission # _____

Name, Typed or Printed: _____

My Commission Expires: _____

Notary Signature: _____

SEAL: