

# **SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO THE COURT'S LAND RECORD DATA**

THIS AGREEMENT is made and entered into by and between the Stafford County Circuit Court Clerk's Office (hereinafter "Clerk's Office") and \_\_\_\_\_, (hereinafter "Subscriber"), an employee of \_\_\_\_\_. (Name of Firm)

## **TERMS AND CONDITIONS OF AGREEMENT**

### **1. TERM OF AGREEMENT**

It is the intent of both parties to participate in a secure remote access program to commence upon the day the user's ID and password are assigned and to continue until terminated as provided herein.

### **2. SUBSCRIBER OPTIONS**

The Clerk's Office provides one subscriber option:

An on-line database system providing basic remote access to all the indexes and images for Land Records, Finance Statements, Judgements, Wills and Marriage Licenses (index only).

### **3. DAYS AND HOURS OF OPERATION**

**Scanned documents are uploaded throughout the day as recorded, scanned and indexed.**

The subscriber shall be able to access an on-line database system as follows:

Images and indexes will be available seven days a week, 24 hours per day, except:

1. For periods of preventive maintenance;
2. For such other periods of remedial maintenance as may be required.

Please note that the hours of availability vary because land record documents and indexes are stored on a database maintained and operated outside of the Clerk's Office. County and Clerk's Office management reserve the right to reduce service levels during unusual circumstances such as, but not limited to, "brown-outs," emergency production requirements mandated by law or to accommodate County production requirements, intrusions against security regulations, and adverse operational impacts beyond the control of County management.

#### **4. YEARLY CHARGES**

The fee for the Subscriber Plan is \$600 a year per user. Charges provided for in this agreement commence on the effective date stated on the face hereof. The Clerk's Office may offer different terms and pricing.

The Clerk's Office reserves the right to suspend or terminate service to the Subscriber if the Subscriber's charges are not paid timely; however, if suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

All charges specified are those currently in effect and are subject to change. If charges relating to remote access are specifically allowed in the Code of Virginia, any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes. Subscriber has the option of terminating this agreement in accordance with Section 14.

If any overcharges occur due to rate adjustments, Subscriber shall receive a credit for such overcharge. Such credit shall only be available to Subscribers who have not terminated service at the time such credit is declared.

#### **5. SERVICES**

- a. The Clerk's Office or its agents will provide the Subscriber with inquiry-only access to an on-line data base system.
- b. The Clerk's Office, its employees or agents will assume responsibility for:
  - (1) Providing the Subscriber with the current operations on the Circuit Court's Web Page: [www.staffordcocc.org](http://www.staffordcocc.org).
  - (2) Providing the Subscriber with limited consultation, via telephone, on specific problems that arise. The Subscriber can contact our vendor, Logan Systems, Inc., directly at 1-800-342-2208. However, the Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

#### **6. SUBSCRIBER'S OBLIGATIONS**

- a. It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make any modifications to their existing equipment which are necessary to effect access to on-line database.
- b. The Subscriber will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods, office procedures, and for establishing the necessary controls over access to data.

- c. The Subscriber is responsible for ensuring that its location and/or its computer(s) are not used by unauthorized personnel to access information. Unauthorized personnel for the purposes of this contract shall be any person or entity other than the Subscriber.
- d. The subscriber is responsible for the payment of all fees incurred through or from its location(s) or computer(s), whether said access is authorized or unauthorized, and all other obligations under this agreement.
- e. Information accessed is for the use of the Subscriber in the ordinary course of its business.
- f. The Subscriber is responsible for ensuring that USE IS CONDUCTED IN A PROPER AND LEGAL MANNER. If the Subscriber is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (Section 18.2-152.1 of the Code of Virginia), arising out of their use of this service, the Clerk's Office shall have the right to terminate this agreement immediately. This shall not be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.

## **7. LIMITATION OF LIABILITY**

- a. The Subscriber hereby relieves, releases, indemnifies and holds harmless the Clerk, deputy clerks, employees or agents, including but not limited to Logan Systems, Inc., from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the County of Stafford, its Board of Supervisors, officers, employees, and agents, including but not limited to Logan Systems, Inc., from liability for any and all damages resulting from interrupted service of any kind.
- b. The Subscriber hereby relieves, releases, indemnifies, and holds harmless the County of Stafford, its Board of Supervisors, officers, employees, and agents, including but not limited to Logan Systems, Inc., of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber relieves, releases, indemnifies, and holds harmless the Clerk, deputy clerks, employees or agents, including but not limited to Logan Systems, Inc., of liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- c. The Subscriber agrees that the Clerk, deputy clerks, employees or agents, including but not limited to Logan Systems, Inc., shall not be liable for negligence or lost profits, resulting from any claim or demand against the Subscriber by any other party.

- d. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought at any time permitted by law.
- e. The Subscriber agrees that the Clerk, deputy clerks, employees or agents, including but not limited to Logan Systems, Inc., liability hereunder for damages, regardless of the form of action, shall not exceed One Thousand Dollars (\$1,000.00).
- f. In no event will the Clerk, deputy clerks, employees or agents, including but not limited to Logan Systems, Inc., be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.
- g. It is acknowledged by the Subscriber that the County of Stafford, its Board of Supervisors, officers, employees or agents, including but not limited to Logan Systems, Inc., are not a party to this agreement and that the County shall incur no liability hereunder.
- h. This agreement creates no rights or privileges that are enforceable by anyone not a party to this agreement.
- i. The information or data accessed by Subscriber may or may not be the official governmental record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.
- j. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Stafford, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents, including but not limited to Logan Systems, Inc.,.

## **8. WARRANTIES**

Neither the Clerk, deputy clerks, employees, or agents, including but not limited to Logan Systems, Inc., nor the County of Stafford, its Board of Supervisors, employees or agents, including but not limited to Logan Systems, Inc., expressly or impliedly warrant that the information or data accessed by Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

## **9. ASSIGNMENT**

The Subscriber agrees not to assign any right or interest in this agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

## **10. GOVERNING LAW**

This agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.

## **11. ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

## **12. ATTACHMENTS**

The attachments referred to in the body of this contract are an integral part of this agreement and reference to this agreement shall be deemed to include all the attachments.

## **13. NOTICE**

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person or mailed postage prepaid by certified or registered mail, unless otherwise specifically stated herein.

## **14. TERMINATION**

- a. This agreement may be terminated without cause by either party on fifteen (15) days written notice to the other. Subscriber remains responsible for payment of charges for services rendered or obligations incurred.
- b. This agreement may be terminated by the Clerk's Office for Subscriber's failure to comply with the terms of this agreement, failure to make payments of charges, or breach of agreement.
- c. This agreement shall be terminated immediately if the Board of Supervisors of Stafford County fails to appropriate and continue funding for the services provided under this agreement. Subscriber acknowledges that the Clerk's Office has no control over the amount of appropriations, if any, that the Board of Supervisors will provide for continuation of the services under this agreement.
- d. This agreement may be terminated as otherwise specified.

## **15. SEVERABILITY**

If any provision of this agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

**SUBSCRIBER: THIS AGREEMENT must be executed by the individual requesting authorization to use on-line records.**

_____	_____
<b>Signature</b>	<b>Date</b>
_____	_____
<b>Printed/Typed Name</b>	<b>Title</b>

STATE OF \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Print or Type Name)

Commission Expires: \_\_\_\_\_

Please choose your own username and password. Each should be no more than 10 characters and all letters should be lowercase. There are no other requirements.

Username: \_\_\_\_\_ Password: \_\_\_\_\_

STAFFORD COUNTY CIRCUIT COURT CLERK'S OFFICE By

_____	_____
Kathy M. Sterne, Clerk of the Court	Date

## **Subscriber Information**

Email address: \_\_\_\_\_

Phone number: \_\_\_\_\_