

Application for Access to the King and Queen County Clerk of Circuit Court
Secure Remote Access Site
Individual Subscriber

Application is hereby made, pursuant to Virginia Code Section 2.2-3808.2, for access to the King and Queen County Clerk of Circuit Court Secure Remote Access Site. The approval of this application is at the Clerk of the Circuit Court's discretion.

Individual's Name: _____

Physical Address: _____

Mailing Address: _____

E-mail Address: _____

Phone Number Business Home Cell (Circle one) _____

Are you a citizen of the United States? YES NO (Circle one) If not a citizen of the United States, please list citizenship: _____

I am aware that King and Queen Circuit Court only has images and indexes from 1865 to the present available for Secure Remote Access. _____ (Please initial)

Signature:

I certify that the information above is true and correct.

State of _____ County/City of _____

I, _____ a Notary Public, do hereby certify that on this _____ day of
(Name of Notary)
_____, 20 _____ personally appeared before me and
(Name of Applicant/Subscriber)

swore and acknowledged that the statements contained herein are true and correct.

My commission expires: _____
Notary Public

Registration Number _____

Notary's Phone Number _____

NOTARY SEAL

For Use by Circuit Court Clerk's Office Only: Application received date:

Notification result: _____

Notification date: _____

Subscriber ID assigned: _____

Password assigned: _____

SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT
COURT DOCUMENTS
INDIVIDUAL SUBSCRIBER

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.

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 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

4. FEES

The fee for the Subscriber is \$75.00 per quarter. Payment is due at the time the application is submitted. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. The first quarterly fee of \$75.00 is to be paid at the time of signing the Subscriber Agreement.

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 County of King & Queen, 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 County of King & Queen, 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 & Queen, 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. TERMINATION

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 King & Queen County fail to appropriate and continue funding for services provided under this agreement.

9. DEFINITIONS

1. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
2. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
3. "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.
4. "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.
- 5.

10. APPLICATION

Pursuant to 52.2-3808.2 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.

Signature: _____

I certify that the information above is true and correct.

State of _____ County/City of _____

I, _____ a Notary Public, do hereby certify that on this _____ day of _____, 20____ personally appeared before me and
(Name of Applicant/Subscriber)

swore and acknowledged that the statements contained herein are me and correct.

My commission expires: _____
Notary Public

(SEAL)

Registration Number _____