

## **Surry County Clerk of Circuit Court Secure Remote Access Site Subscriber Agreement**

It is the intent of both parties to participate in a secure remote access program. This Agreement (hereinafter "Agreement") by and between the Surry County Clerk of Circuit Court's Office (hereinafter "Clerk") and \_\_\_\_\_, (hereinafter "Subscriber") shall be effective date as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The parties may execute this agreement of different dates. If the parties have not completed by the date above, both parties have not executed this agreement, the effective date shall be later of the two execution dates on the signature page of this document.

### **Terms and Conditions of Agreement**

1. Term of Agreement: The term of this agreement shall be one year and shall commence on the effective date as defined above. The agreement will automatically renew each year unless terminated by either the clerk or the Subscriber.
2. Method of Access: The subscriber will be provided with a single username and password. This username and password will be entered on the first page of the search website.
3. Subscriber Option: The Clerk's office provides one option for subscribers. The subscriber will be granted access to all of the digital data made available on the site. Currently, the data provided is listed in Attachment A to this document ("Indexing and Imaging Data Available on the Surry County Clerk of Circuit Court Secure Remote Access Site"). The Clerk reserves the right to modify the data made available on the site.
4. Days and Hours of Operation: The Subscriber shall be able to access the on-line data on the site seven (7) days a week and twenty four (24) hours per day, with the following exceptions:
  - ❖ The site may be unavailable for normal maintenance
  - ❖ The site may be unavailable for remedial maintenance
  - ❖ The site may be unavailable due to network or power failures beyond the control of the Clerk's office
  - ❖ The site may be temporarily unavailable to address security concerns
5. Fees and Billing: The fee for Subscriber access under this agreement is \$600.00 per year, which must be made in at least quarterly installments of \$150.00, or may be paid semi-annually (\$300.00) or annually (\$600.00). The Subscriber's username and password shall expire at the end of the paid period, unless the Subscriber timely pays the fee (quarterly, semi-annually or annually). It is the Subscriber's responsibility to pay the fee. The Clerk's office will send renewal notices to Subscribers. The Clerk reserves the right to change the fees for providing access. Any change in fees will not affect any current subscribers during the term of the agreement. The new fees will be in effect for the new subscribers and existing subscribers upon renewal for the next term.
6. Services:

- ❖ The Clerk's office or its agents will provide the Subscriber with inquiry only access to an on-line data base system as listed on Attachment A.
- ❖ The Clerk's office, its employees and/or agents will assume responsibility for providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of the system. The Clerk's office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

7. Subscriber's Obligations:

- ❖ It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make modifications to their existing equipment, which are necessary to effect access to the system.
- ❖ The subscriber is responsible for ensuring that unauthorized personnel to access information from the system do not use its location and/or computers. Unauthorized personnel, for the purpose of this Agreement, shall be any person or entity other than the Subscriber or its employees.
- ❖ Information accessed from the system is for the use of the Subscriber in the ordinary course of business.
- ❖ The Subscriber is responsible for ensuring that the use of the system by its employees is conducted in a proper and legal manner. If the Subscriber or one of its employees is convicted of a crime, including but not limited to, a violation of the Virginia computer Crimes Act (§ 18.2-152.1 of the Code of Virginia), arising out of the use of the system, such conviction shall constitute a material breach of this Agreement, and the Clerk's office shall have the right to terminate this Agreement immediately. Nothing contained herein shall be construed as prohibiting the Clerk's office from pursuing any other remedy available to it for such breach.

8. Limitation of Liability:

- ❖ The Subscriber herein relieves and releases the Clerk's office, its employees, officials, volunteers or agents from liability for any and all damages, claims losses or expenses including attorney's fees resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct.
- ❖ The Subscriber herein hereby relieves, releases, indemnifies and holds harmless the Clerk's office, its officials, employees, volunteers and agents for any liability for any and all damages, claims, losses or expenses including attorney's fees, resulting from incorrect data or any other misinformation accessed from the system.
- ❖ The Subscriber agrees that the Clerk's office; its officials, employees, volunteers or agents shall not be liable for any negligence or willful misconduct.

❖ The Subscriber herein relieves, releases, indemnifies and holds harmless the Clerk's office, its officials, employees, volunteers and agents for any liability, for any and all damages, claims, losses or expenses including attorney's fees, resulting from incorrect data or any other misinformation accessed from the system.

❖ The Subscriber agrees that the Clerk's office, its officials, employees, volunteers or agents shall not be liable for any negligence or lost profits resulting from any claim or demand against the Subscriber by any other party.

❖ In no event will the Clerk's office, its officials, employees or its agents be liable for consequential damages even if the Clerk's office has been advised of the possibility of such damages.

❖ **It is acknowledged by the Subscriber that the County of Surry and its officials, employees, volunteers, and agents are not a party to this Agreement and that they shall incur no liability hereunder.**

❖ This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.

❖ The information or data accessed by the Subscriber is not the official governmental record required by law. In order to assure accuracy of the data, the Subscriber should consult the official governmental record, which resides in the Clerk's office.

❖ Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court or its officials, employees, volunteers, or agents.

9. **WARRANTIES: THE CLERK'S OFFICE, ITS OFFICIALS, EMPLOYEES, VOLUNTEERS AND AGENTS NEITHER EXPRESS, IMPLY NOR WARRANT THAT THE INFORMATION OR DATA ACCESSED BY THE SUBSCRIBER IS ACCURATE OR CORRECT. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE.**

10. 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 shall render this Agreement null and void.

❖ Individual Subscribers: Individual Subscribers may not substitute users or otherwise transfer their user identification and password without special advance approval by the Clerk in writing.

❖ Business Subscribers: Business Subscribers may change the users identified in their original application by notifying the Clerk in writing and submitting an individual application for the substituted user. The new user will be assigned a unique user name and password and the prior user's name and password will be terminated.

11. Governing Law/Venue: 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, regardless of where actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Surry.
12. 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.
13. Redaction: To the extent allowed by Virginia law, the clerk may, at her discretion, allow people to request that social security and taxpayer identification numbers (business) be redacted off of the images on the secure remote access site.
14. Attachments: The attachments referred to in the body of this Agreement are an integral part of this Agreement and reference to this Agreement shall be deemed to include all the attachments. All approved applications shall become a part of this Agreement as well.
15. Notice: Any notice or written communications 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
16. Termination:
  - ❖ This agreement may be terminated by the Clerk without cause. If so terminated, the Clerk may refund a pro rata share of the Subscriber's fee.
  - ❖ This Agreement may be terminated by the Clerk's office or its agents for Subscriber's failure to comply with the terms of this Agreement, failure to pay fees, or breach of the Agreement. No refund of fees will be given if terminated for this reason.
  - ❖ This Agreement shall be terminated immediately if funding for this system is withdrawn for any reason. Subscriber acknowledges that the Clerk's office has no control over the amount of appropriations, if any, which may be provided by any governmental entity for the continuation of this system and the services under this Agreement.
  - ❖ This agreement may be terminated as otherwise specified.

17. Severability: If any provision (or part thereof) 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

Circuit Court Clerk's Office

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Title (if Business Subscriber)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name  
(if Business Subscriber)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A**

### **Indexing and Imaging Data Available on the Surry County Clerk of Circuit Court Secure Remote Access Site**

#### Land Record Indexing Data:

- ❖ Computerized Financing Statement (UCC) Database: January 1, 2000 to Current
- ❖ Judgment Lien Docket Computerized Index: January 1, 2000 to Current
- ❖ Scanned Index Books for Judgment Lien Docket: March 30, 1979 to August 23, 2002

#### Computerized Indexing Database: January 1, 1984

Scanned Index Books with links to images: January 1, 1848 through December 31, 1983

#### Other Indexing Data:

- ❖ Computerized Financing Statement (UCC) Database: January 1, 2000 to Current
- ❖ Judgment Lien Docket Computerized Index: January 1, 2000 to Current

#### Images Available:

- ❖ Deed Books 1 (1792) to 9 and 11 through Current
- ❖ Older sets of Deed Books (1741-1792)
  - Books 4-8 and 10-13
- ❖ Deed Trust Books 1-23 and 16A
- ❖ Release Deed Books 1-2
- ❖ All Plats