

**INDIVIDUAL SUBSCRIBER AGREEMENT FOR REMOTE ACCESS
TO PRINCE WILLIAM COUNTY CIRCUIT COURT PUBLIC ACCESS DOCUMENTS**
known as Land Records Management System (hereinafter "LRMS")

This Agreement is made and entered into by and between the Prince William County Circuit Court Clerk's Office (hereinafter "Clerk's Office") and _____ (*Name of Applicant*) (hereinafter "Subscriber"), an employee of _____ (*Name of Business or N/A*).

TERMS AND CONDITIONS OF AGREEMENT

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence upon the day of approval by both parties and to continue until terminated as provided herein.

2. 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 "Business 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
- d. "Inquiry Only Access" means access to only search for, view and print document images.

3. SUBSCRIBER OPTIONS

The Clerk's Office provides one subscriber option: access to an on-line database allowing inquiry-only access to all the indexes and images shown in Attachment A.

4. DAYS AND HOURS OF OPERATION

The Internet access to the Circuit Court documents will generally be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except:

- a. For periods of preventative maintenance;
- b. For such other periods of remedial maintenance as may be required;
- c. For operational issues beyond the control of the Clerk's Office; and
- d. When intrusions against security are being remedied.

5. MONTHLY CHARGES

The subscription fee is a flat rate of \$50.00 per month, per Subscriber whose monthly charges are not paid by a Business Subscriber, payable on a quarterly basis. The charges provided for in this Agreement shall commence on the effective date per Section 1 of the Agreement hereof and will be due on the 15th day of the month of December, March, June, and September. If this

Agreement is effective with respect to services for less than a full quarter, charges shall be prorated on a daily basis at \$1.67 per day. Payment is due prior to initial account activation.

The Clerk's Office reserves the right to suspend or terminate service to the Subscriber if payment is not received by the 15th day of the month; 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 15.

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.

6. SERVICES

- a. 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.
- b. The servers that store the programs and data are maintained and managed by Prince William County.
- c. The Clerk's Office, its employees or agents will assume responsibility for:
 - 1) Providing the Subscriber with the current LRMS on the Circuit Court's Web Page:
 - 2) Providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of the LRMS. The Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
 - 3) Limited customer support is only available Monday through Friday, 8:30AM to 4:30PM excluding Prince William County (hereinafter "County") or Circuit Court holidays.

7. SUBSCRIBER'S OBLIGATIONS

- a. It is the responsibility of the Subscriber to provide the computer hardware and software and/or make modifications to their existing equipment which are necessary to effect access to LRMS.
- b. Subscriber shall not use automated tools to navigate this website. Subscriber must manually enter any requests using the queries provided on the website.
- c. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Unauthorized personnel for the purposes of this contract shall be any person or entity other than the Subscriber.
- d. Information accessed from LRMS is for the use of the Subscriber in the ordinary course of their business.
- e. The Subscriber is responsible for ensuring that the use of LRMS 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 LRMS, 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.

8. LIMITATION OF LIABILITY

- a. It is acknowledged by the Subscriber that the information to be accessed through LRMS is stored and maintained in the clerk's office database system. The Subscriber hereby relieves and releases the clerk's office, its employees or agents from liability for any and all damages resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct. The Subscriber further relieves and releases the County of Prince William, its Board of Supervisors, officers, employees and agents 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 Clerk's Office, the County of Prince William, its Board of Supervisors, officers, employees and agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service.**
- c. The Subscriber agrees that the Clerk's Office, its 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.**
- d. In no event will the Clerk's Office, its employees or its agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.**
- e. It is acknowledged by the Subscriber that the County of Prince William, its Board of Supervisors, officers, employees or agents are not a party to this Agreement and that the County shall incur no liability hereunder.**
- f. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.**
- g. 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.**
- h. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Prince William, its Board of Supervisors, or their respective officers, employees and agents.**

9. WARRANTIES

Neither the Clerk, deputy clerks, employees, or agents, nor the County of Prince William, its Board of Supervisors, employees or agents 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.

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 is null and void.

11. GOVERNING LAW

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

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. 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.

14. 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, mailed postage prepaid by certified or registered mail, mailed electronically and/or posted on the Clerk's Office Web Page, unless otherwise specifically stated herein.

15. TERMINATION

- a. This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other. Business 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 Prince William 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. If the Subscriber is in the employ of another who pays the subscription fee, the Clerk's Office may terminate access upon notice from the employer.
- e. This Agreement may be terminated as otherwise specified.

16. RATES, FEES AND TERMS MAY CHANGE.

The Clerk's Office may change the Agreement terms, at any time for any reason. If the Clerk's Office changes the terms of the Agreement, Subscriber will receive notice and have the right to terminate this Agreement.

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 last written below.

THIS AGREEMENT must be executed by the individual requesting authorization to use LRMS.

Signature **Date**

Printed/Typed Name **Title**

City/County of: _____

State of: _____

I, _____, a Notary Public or Deputy Clerk, do hereby certify
(Name of Notary or Deputy Clerk)

that on this _____ day of _____, 20____, _____
(Name of Subscriber)

personally appeared before me and swore and acknowledged that the statements contained herein are true and correct.

My Commission Expires: _____
Notary Public or Deputy Clerk

Registration Number: _____
Print or Type Name & Phone # of Notary

PRINCE WILLIAM COUNTY CIRCUIT COURT CLERK'S OFFICE by:

Michèle B. McQuigg, Clerk of Court Date

Attachment A

RECORDS AVAILABLE IN LRMS

Indexes/images are available for the following documents:

Deeds and Related Land Records

Indexes and images from January 1, 1918 to present.

UCC Filings (Financing Statements)

Indexes and images available from 1989 to present.

Note: includes financing statements filed prior to 1989 if continued. As of July 1, 2001, most financing statements are filed with the Virginia State Corporation Commission.

Plats

Indexes and images from 1918 to present.

Judgments

Indexes from January 1, 1988 to present.

Images are available from January 1, 1998 to present.

Notes: Judgments January 1, 1988 to June 30, 1989: the index will reflect a Book and Page only. Judgment and release information will have to be viewed in the clerk's office unless the release was recorded after January 1, 1998. Judgments July 1, 1989 to December 31, 1997: the index information will include more detailed online data, but no image. The more data screen may reflect a release date or it may be recorded as a separate entry in the index if recorded after January 1, 1998. Judgments and releases recorded from January 1, 1998 will have an associated image.

Fiduciaries (Wills, Probate, List of Heirs)

Indexes and images from January 3, 1981 to present.

Fictitious Names (Trade Names)

Indexes and images from July 1, 1986 to present.

Clerk's Orders

Indexes and images from July 1, 1981 to present.

Marriage licenses

Indexes only from January 1, 1981 to present.

Marriage licenses are not considered a legal document unless certified by the Clerk of Court. To obtain a certified copy of a marriage license, send a written request with \$2.50 for each certified copy and a self addressed stamped envelope.

APPLICATION FOR REMOTE ACCESS TO THE COURT PUBLIC ACCESS DOCUMENTS (LRMS)

This application must be completed by each individual user.

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 *Individual Subscriber Agreement for Remote Access* as incorporated by reference herein.

All Information below is mandatory.

APPLICANT'S LAST NAME: _____

APPLICANT'S FIRST NAME: _____

BUSINESS NAME (or N/A): _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

UNITED STATES CITIZEN: Yes No (Please Circle One) §2.2-3808.2 Code of Virginia

I certify that the information above is true and correct.

SIGNATURE: _____

City/County of: _____

State of: _____

I, _____, a Notary Public or Deputy Clerk, do hereby certify that on this _____ day of _____, 20____, _____ personally appeared before me and swore and acknowledged that the statements contained herein are true and correct.

My Commission Expires: _____
Notary Public or Deputy Clerk

Registration Number: _____
Print or Type Name & Phone # of Notary

Subscriber, please choose the User ID and Password you would prefer to use. It must be a minimum of 3 characters, and not more than 10. It is case sensitive and must be in ALL CAPS.

User ID _____ Password _____

**Please mail this completed page (one for each person at your Organization who requires access) to:
Clerk of the Circuit Court, Attn: LRMS Web Subscription, 9311 Lee Avenue, Manassas, VA 20110**

For Clerk's Office Use Only: Processed by: _____ *Date:* _____