

**CLERK'S OFFICE OF THE CITY OF BRISTOL VA CIRCUIT COURT
KELLY L. FLANNAGAN, CLERK**

**APPLICATION FOR INTERNET ACCESS TO CITY OF BRISTOL VA CIRCUIT COURT
RECORDS MANAGEMENT SYSTEM: SECURED REMOTE ACCESS (SRA)**

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 Documents* as incorporated by reference herein. **All information below is mandatory (print clearly)**

APPLICANT'S LAST NAME: _____

APPLICANT'S FIRST NAME: _____

BUSINESS NAME (IF APPLICABLE): _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

UNITED STATES CITIZEN: () YES () NO

PREFERRED SUBSCRIBER ID: _____ **PREFERRED PASSWORD:** _____

I certify that the information above is true and correct.

APPLICANT SIGNATURE: _____

City / County of: _____

State of : _____

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

My Commission Expires: _____

Notary Public or Deputy Clerk

Commission Number: _____

Print or Type Name and Phone # of Notary

For use by the Circuit Court Clerk's Office Only

SUBSCRIBER'S USER ID : _____ PASSWORD _____ EXPIRATION DATE: _____

Mail this completed application with payment to:

**Clerk of the Circuit Court
City of Bristol, VA
497 Cumberland Street
Courthouse Room 210
Bristol, VA 24201**

Make checks payable to: Bristol VA Circuit Court Clerk

The Subscriber's ID, password and expiration date with instructions will be e-mailed to you if approved.

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SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS

This Agreement ("Agreement") is entered into _____, 20____, by and between Bristol VA Circuit Court Clerk's Office and - _____, (Subscriber).

1. Terms of Agreement

It is the intent of both parties to participate in a secured remote access program (SRA) to certain Circuit Court records to commence on the day the User ID and Password are assigned and to continue until terminated as provided herein.

2. Subscriber Options

The Clerk provides an on-line database allowing "inquiry-only" access to the Bristol VA Circuit Court's indices and / or documents.

3. 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 holidays, or otherwise at the discretion of the Clerk, except during periods:

- a. Of preventive and remedial maintenance
- b. Of operational issues beyond the control of the Clerk's Office
- c. When intrusions against security are being remedied

4. Fees

The fee for the Subscriber is \$50.00 per month. Fees are charged at the discretion of the Clerk. If a fee is charged, payment is due upon the issuance of the User ID and Password. The transactional fee is due upon receipt. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received.

Payment of the subscription fee shall be made by check made payable to Bristol VA Circuit Court Clerk and shall accompany the signed application and subscription agreement. If the application is not approved the check for the subscription fee will be returned to the applicant.

The Clerk's Office will not bill for this service. It is the responsibility of Subscriber to pay the monthly subscription fee prior to each anniversary of the date of acceptance of this agreement by the Circuit Court Clerk. If payment is not received by the due date, the Clerk's Office reserves the right to suspend or terminate service; 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.

Fees are charged at the discretion of the Clerk's Office. All fees are subject to change.

5. Services

The Clerk will provide the Subscriber with “inquiry-only” access to the documents management system database (the Database).

The Clerk 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.

For questions regarding your user account or subscriber fees, please contact the Clerk’s Office at (276) 645-7321.

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 only.**

The Subscriber shall not permit any data accessed by SRA to be sold or posted on any other Internet website or in any way redistributed to any third party, and the Clerk reserves the discretion to deny secure remote access to ensure compliance with this provision.

7. Limitation of Liability

- a. It is acknowledged by the Subscriber that the City of Bristol, VA, and its employees or agents, volunteers or servants are not a party to the Agreement and that the City of Bristol, VA, shall incur no liability hereunder.
- b. The Subscriber relieves and releases the Clerk’s Office and its Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interruption of service of any kind. The Subscriber further relieves and releases the City of Bristol, VA, its 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 Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents from liability for any and all damages resulting from interrupted service of any kind.
- c. The Subscriber hereby relieves and releases and holds harmless the Clerk’s Office and its Clerk, deputy clerks, employees or agents, the City of Bristol, VA, its officers and their deputies, employees or agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- d. Subscriber agrees that the Clerk’s Office, its Clerk, the City of Bristol, VA, its 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 Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents from liability for any and all damages resulting from a claim for negligence or lost profits against the Subscriber by any other party.

- e. The information or data accessed by 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 government record.
- f. In no event will the Clerk, deputy clerks, employees or agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.
- g. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court of Bristol, VA, or their respective officers, deputy clerks, employees, or agents.

8. Warranties

The Clerk's Office, its officials, employees, volunteers, servants or agents neither expressly nor impliedly 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.

9. Assignment

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

10. Governing Law/Venue

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, 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 City of Bristol, Virginia.

11. Entire Agreement

The 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 the Agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

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 specifically stated herein. Any email notices specified in this Agreement shall be to the email address provided by the Subscriber in the application form, or if to the Clerk, to kflannagan@vacourts.gov.

14. Termination

Either party may terminate this agreement without cause with fifteen days email notice to the other.

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. In the event of such termination the Clerk shall notify the Subscriber by email.

The agreement shall terminate immediately if the Commonwealth of Virginia or the City of Bristol VA Circuit Court Clerk's Office fail to appropriate and continue funding for services provided under this Agreement.

In no event shall any refund of Subscriber fees be paid.

15. 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 members in good standing and governmental agencies authorized by the Clerk of a Circuit Court to have SRA.

16. Application

The Subscriber must complete an application for SRA. The application must be approved by the Clerk's Office before the User ID and Password will be issued.

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 of this agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Signature

Date

Printed/Typed Name

Title

CITY OF BRISTOL VA CIRCUIT COURT CLERK'S OFFICE:

Kelly L. Flannagan, Clerk of Circuit Court

By: _____

Date