

## SUBSCRIBER/USER AGREEMENT FOR REMOTE ACCESS TO THE LAND RECORDS MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Clerk of the Circuit Court for Fauquier County, Virginia and \_\_\_\_\_, (hereinafter referred to as the "Subscriber" and/or the "User".)

### TERMS AND CONDITIONS

#### 1. Term of Agreement

It is the intent of both parties to participate in a remote access program to commence on the day the applicable User Identification and Password Number are assigned to the subscriber and/or user and such agreement will continue unless the agreement is terminated as provided herein.

#### 2. Options

The Clerk will provide on-line remote access to the indexes and documents on an "inquiry-only" basis.

#### 3. Day and Hours of Operation

The Land Records Management System will be available *online 24 hours a day*. Noted exceptions are:

- a. For periods of preventive maintenance and remedial maintenance.
- b. For operational issues beyond the control of the Clerk of the Circuit Court.

#### 4. Fees and Charges

The remote access fee is \$300 per year. *The fee must be paid before the remote access subscription is approved and appropriate logons are provided.* The Clerk reserves the right to suspend or terminate service to the subscriber and/or user if payment is not received. After approval of the application, each new user must be able to come to the Clerk's Office to personally receive the log-in instructions.

Each subscriber account will entitle the subscriber to have 2 users approved per account. An additional user, upon approval by the Clerk's Office, can be added to an account for a fee of \$150.00 per year. The Subscriber's designated contact may notify the Clerk's Office in writing that a user is no longer authorized access through the account and request the Clerk's Office to approve a substitute user on the account. The substitute user on the account will be provided a new password and logon after filing a user agreement and application.

#### 5. Services

The Clerk, deputy clerks, or her agents will provide the subscriber/user with "inquiry-only" access to the indexes and documents that are included in the land records management system.

The Clerk, deputy clerks or her agents will provide the subscriber/user with documentation and limited consultation (\*) on specific problems that arise in the use of the system. The Clerk does not warrant or guarantee that the consultation results nor warrant or represent that all errors or problems will be corrected.

(\*) Consultation can be provided by telephone call but the Clerk's Office prefers email consultation.

## **6. Subscriber Obligations**

It is the responsibility of the subscriber/user to purchase the computer hardware and software necessary for remote access or to make modifications to their existing equipment that will permit remote access. The Clerk will not modify the Land Records Management System to accommodate a subscriber.

THE SUBSCRIBER AND/OR THE USER IS/ARE RESPONSIBLE FOR ENSURING THAT UNAUTHORIZED PERSONNEL DO NOT USE THE SUBSCRIBER'S OR USER'S ACCOUNT FOR ACCESS TO THE SYSTEM. UNAUTHORIZED DISSEMINATION OF PASSWORDS OF USERS AND/OR UNAUTHORIZED ACCESS GRANTED BY AN ACCOUNT USER TO UNAUTHORIZED PERSONNEL WILL RESULT IN REVOCATION OF AN ACCOUNT WITH NO REFUND OF THE SUBSCRIPTION FEE.

Information accessed from the Land Records Management System is for the use of the subscriber/user in the ordinary course of business. Use of the subscription for any purpose other than the use in the ordinary course of business may result in revocation of an account with no refund of the subscription fee.

The subscriber is responsible for ensuring that the use of the system by its employees is conducted in a proper and legal manner.

## **7. Limitation of Liability**

The subscriber/user relieves and releases the Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The subscriber/user further relieves and releases the County of Fauquier and its officers and agents from liability for any and all damages resulting from interrupted service of any kind.

The subscriber/user hereby relieves releases and holds harmless the Clerk, the County of Fauquier and their deputies, employees and agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The subscriber/user agrees that the Clerk, deputy clerks, 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 information or data accessed by the subscriber/user 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/user should consult the official government record present in the Clerk's Office.

## **8. Assignment**

The subscriber/user agrees not to assign any right or interest in this agreement. Any attempt to transfer or assign any rights, duties or obligations of this agreement by the subscriber or user will render the agreement null and void and the Clerk will terminate the agreement.

## **9. Modifications/Amendments**

Modifications or amendments to this agreement by the Clerk's Office will be sent to the subscriber/user via email and also by first-class, postage paid mail. Other modifications to this agreement must be made in writing.

**10. Notice of Changes**

Any notice or written communication of any kind required or desired to be given or sent shall be delivered in person to the Clerk or a deputy clerk or mailed postage prepaid to the Clerk. Changes must be approved by an established company contact person designated by the subscriber.

**11. Termination**

This agreement may be terminated without cause by either party with fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees for services rendered or obligations incurred. The Clerk will refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for subscriber's failure to comply with the terms and conditions of this agreement. In cases of termination for a violation of the terms and conditions, the Clerk will not refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for subscriber's failure to provide correct or complete information on the application form and for failure to make payment of required fees.

**12. Application**

Pursuant to the Code of Virginia, an application for a subscription must be completed and submitted to the Clerk. An application must be completed by each subscriber and by each user. The application must be approved by the Clerk's Office before the appropriate log on information will be issued to the subscriber/user.

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

SUBSCRIBER/USER

FAUQUIER COUNTY CLERK OF THE  
CIRCUIT COURT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

Gail H. Barb

Title: \_\_\_\_\_

Clerk, Circuit Court of Fauquier County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Sponsoring Company Person of Authority approving this Subscriber if other than the above:

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_