



**United States Citizen:** ( ) YES ( ) NO

If NO, Please Indicate Your Citizenship: \_\_\_\_\_

**Resident of the Commonwealth of Virginia:** ( ) YES ( ) NO

**Licensed to Conduct Business in the State of Virginia:** ( ) YES ( ) NO

I certify that the information provided herein is true and correct.

Print Name: \_\_\_\_\_

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

Commonwealth/State of \_\_\_\_\_ [ ] City [ ] County of \_\_\_\_\_.

I, \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

(Printed Name of Signatory)

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

*Notary Seal*

\_\_\_\_\_  
[ ] NOTARY PUBLIC [ ] DEPUTY CLERK [ ] CLERK

Notary registration number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO  
BUCKINGHAM CIRCUIT COURT DOCUMENTS**

Revised October 13, 2021

**1. PARTIES TO AGREEMENT**

The parties to **THIS AGREEMENT** made this date are by and between the Clerk of the Buckingham County Circuit Court, hereinafter referred to as "Clerk" and \_\_\_\_\_, hereinafter referred to as "Subscriber."

**2. 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.

**3. SUBSCRIBER OPTIONS**

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

**4. DAYS AND HOURS OF OPERATION**

The Internet access to the Buckingham County Circuit Court documents/records will be available seven days a week, twenty-four hours a day, including all holidays, except:

- A. Periods of preventative and remedial maintenance.
- B. Operational issues beyond the control of the Clerk.

**5. FEES**

The One-Year Plan for the Subscriber is \$50.00 per month, per user, with a one year subscription required and the full year payment of \$600.00 is due upon the issuance of the User ID and Password. The Six-Month Plan for the Subscriber is \$50.00 per month, per user, with a six-month subscription required and the full six-month payment of \$300.00 is due upon issuance of the User ID and Password. The One-Month Plan for the Subscriber is available for \$50.00 per month with \$50.00 due upon the issuance of the User ID and Password.

All payments are non-refundable. Subsequent payments are due prior to the renewal date. The Clerk's Office will not bill for renewal Subscriber fees. It is the Subscriber's responsibility to make the necessary payments on time. 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 Subscriber has the option of terminating this agreement in accordance with Section 15 of this agreement.

## 6. SERVICES

The Clerk, deputies, employees, or agents shall provide the Subscriber with "inquiry-only" access to the Records 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 will be corrected.

## 7. 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 Records Management System.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Only users who have registered and have been issued passwords will have access to the Records Management System Database. Passwords are nontransferable. The Subscriber is responsible for all access gained through the use of the User's password. Information accessed from the Records Management System is for the use of the Subscriber in the ordinary course of business.

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 Records Management System and each employee shall obtain a User ID and Password from the Clerk and are responsible for the fees in Section 5 of this agreement. However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the Clerk for the fees and the proper use of the website pursuant to the Subscriber Agreement.

The Subscriber shall notify the Clerk's Office at (434)-969-4734 within 48 hours of any user's separation from their Subscriber's employment and shall notify the Clerk's Office immediately upon suspicion that User's password has been compromised. If a password has been compromised and the Clerk's Office is timely notified, a new password would be issued without charge.

**INFORMATION ACCESSED FROM THE RECORDS MANAGEMENT SYSTEM DATABASE IS FOR THE USE OF THE SUBSCRIBER. SUBSCRIBER IS SPECIFICALLY PROHIBITED FROM POSTING COPIES OF THE DOCUMENTS OR INDICES FROM THE RECORDS MANAGEMENT SYSTEM DATABASE TO THE INTERNET. FURTHERMORE, INFORMATION ACCESSED FROM THE RECORDS MANAGEMENT SYSTEM DATABASE SHALL NOT BE SOLD, DISTRIBUTED, POSTED ON A THIRD PARTY WEBSITE OR MISUSED IN ANY WAY. SUCH MISUSE SHALL RESULT IN IMMEDIATE TERMINATION OF ACCESS.**

The Subscriber is responsible for ensuring that the use of information from the Records Management System Database 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 (§18.2-152.1 of the Code of Virginia, as amended), arising out of their use of the Records Management System Database, the Clerk shall have the right to terminate this agreement immediately. This shall not be construed as prohibiting the Clerk from pursuing any other remedy available to the Clerk for such breach.

## **8. LIMITATION OF LIABILITY**

It is acknowledged by the Subscriber that the County of Buckingham, their Board of Supervisors, officers and their deputies, employees or agents are not a party to this agreement and the County shall incur no liability hereunder.

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 Buckingham, their 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 Buckingham, their 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 Buckingham, their 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.

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

Pursuant to Virginia Code Section §17.1-294 (E) , as amended, the Clerk of the Circuit Court shall be immune from suit arising from any acts or omissions relating to providing secure remote access to land records pursuant to this section unless the Clerk was grossly negligent or engaged in willful misconduct.

## **9. 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 cause this agreement to be null and void.

## **10. 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.

## **11. ENTIRE AGREEMENT**

Any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes.

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.

## **12. 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.

## **13. RENEWAL**

The terms of this agreement are binding on any subsequent renewal. Payment of the next term will be considered your renewal and you will be held to the terms of this contract. It is not necessary to complete this contract again for your renewal.

## **14. TERMINATION**

Either party may terminate this agreement without cause within fifteen (15) days' written notice to the other. Please contact the Clerk's Office at (434)-969-4734 for such notice. Subscriber remains responsible for payment of fees for services rendered or obligations incurred.

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 and/or the County of Buckingham fail to appropriate and continue funding for services provided under this agreement. Subscriber acknowledges that the Clerk has no control over the amount of appropriations, if any, that the Commonwealth of Virginia and/or the County of Buckingham will provide for continuation of the services under this agreement.

If the Subscriber is in the employ of another who pays the subscription fee, the Clerk may terminate access upon notice from the employer. Under no circumstance will the Clerk upon termination of this contract by either party issue a refund.

## **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 any person authorized by the Clerk of the Buckingham 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 Clerk 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.

## **16. APPLICATION**

Pursuant to Virginia Code Section §17.1-276 (B) as amended and Virginia Code Section §17.1-295 as amended, an application must be completed. The application must be approved by the Clerk's Office before the User ID and Password will be issued.

**17. SUBSCRIBER'S CERTIFICATION**

The undersigned Subscriber does hereby acknowledge, under oath, all the information provided is true and correct and that the Subscriber has read, understands, and agrees to be bound by the terms of this Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Subscriber

\_\_\_\_\_  
Signature of Subscriber

Commonwealth/State of \_\_\_\_\_ [ ] City [ ] County of \_\_\_\_\_.

I, \_\_\_\_\_, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

(Printed Name of Signatory)

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

*Notary Seal*

\_\_\_\_\_  
[ ] NOTARY PUBLIC [ ] DEPUTY CLERK [ ] CLERK  
Notary registration number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_