

**SUBSCRIBER SITE AGREEMENT FOR
ACCESS TO ELECTRONIC RECORDS**
"Court House Information Processing System"

BETWEEN

DANNY L. KOLHAGE
Clerk of the Circuit Court
Monroe County, Florida

And

SUBSCRIBER

NOTE: UPON RECEIPT OF YOUR INITIAL PAYMENT OF \$50.00 for the setup fee plus an advanced monthly payment of \$15.00 for both "viewing and printing", A LOGIN ID AND PASSWORD WILL BE FURNISHED AND YOU WILL BE ABLE TO ACCESS THE SYSTEM.

This is an Agreement, made and entered into by and between: Danny L. Kolhage, Clerk of the Circuit Court for Monroe County, Florida, hereinafter referred to as "CLERK" and _____, hereinafter referred to as "SUBSCRIBER".

WHEREAS, Section 119.085 of the Florida Statutes allows public records Custodian(s) to provide access to the records by electronic means; and

WHEREAS, CLERK desires to provide SUBSCRIBER access to certain public records within his/her respective custody and control by electronic means using the CLERK as the central contracting entity; and

WHEREAS, SUBSCRIBER by signing this Agreement attests that said SUBSCRIBER is a commercial entity; and

WHEREAS, the purpose of this Agreement is to provide access through a subscriber site to Non-public secure electronic copies of the Clerk's Official Records' index and images and Court Records' indexes, and such other records as may be provided by the CLERK; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, CLERK and SUBSCRIBER agree as follows:

ARTICLE 1: DEFINITIONS

The following general definitions shall apply for the purpose of this Agreement:

"Agreement" shall mean this Agreement.

"Clerk" shall mean Danny L. Kolhage, Clerk of the Circuit Court, Monroe County, Florida.

"Subscriber" shall mean the individual executing this Agreement by affixing his signature below before a Notary Public.

"User" shall mean everyone to whom SUBSCRIBER has authorized CLERK to issue a login id and password for access privileges.

ARTICLE 2: TERM OF AGREEMENT

This Agreement will commence on the date of execution by the CLERK, and continue for the mutually agreed upon duration of access to the subscription site unless terminated earlier as provided herein in accordance with Article 14.

ARTICLE 3: SCOPE OF AGREEMENT

CLERK and SUBSCRIBER agree that the scope of this Agreement shall be to access those electronic records in the Clerk's Court Records and Official Records which are prohibited by Florida Law from being accessed from the CLERK'S publicly available Internet website and which are not otherwise completely prohibited from public view by Florida Law of Rules of Court.

ARTICLE 4: DAYS AND HOURS OF OPERATION

CLERK will endeavor to provide continuous operation of the non-public subscriber site wherein SUBSCRIBER accesses records; however, site access may be interrupted during such other periods of remedial maintenance as may be required.

CLERK reserves the right to reduce or limit the subscriber site service levels during unusual circumstances such as, but not limited to, "brownouts", emergency production requirements, law changes, intrusions against security regulations and adverse operational impacts.

ARTICLE 5: SERVICES

CLERK, his employees or agents, will provide SUBSCRIBER with access to the electronic records via the subscriber site.

SUBSCRIBER is responsible for all maintenance and repair work required to keep SUBSCRIBER'S equipment in operating order, and to make connectivity to the Clerk's subscriber site through SUBSCRIBER'S Internet Service Provider. SUBSCRIBER must have a

Javascript enabled browser to access the subscriber website, such as Microsoft Internet Explorer (Release 4.0 or above) or Netscape Navigator (Release 4.0 or higher).

CLERK may modify the categories, classifications, format or appearance of data provided without prior notice to the SUBSCRIBER. However, such changes will generally be made to conform to changes in Florida law or to improve service to SUBSCRIBER.

ARTICLE 6: CLERK'S OBLIGATIONS

Following the execution of this Agreement, CLERK will provide SUBSCRIBER with limited consultation via e-mail on specific problems or questions that arise in the use of the subscriber site, per conditions of support as set forth in Exhibit A. However, CLERK does not guarantee consultation results nor warrants or represents that all errors or problems will be corrected.

Assistance will only be available Monday through Friday, from 8:30 a.m. to 5:00 p.m. with the exception of holidays observed by the CLERK.

ARTICLE 7: SUBSCRIBER'S OBLIGATIONS

SUBSCRIBER is responsible for ensuring that its location or its terminal is not used by Unauthorized Users to access information from the Clerk's subscriber site. Unauthorized Users for the purposes of this Agreement shall be any person or entity other than SUBSCRIBER or its Authorized Users that are listed in Exhibit A.

SUBSCRIBER shall amend the Authorized User by submitting an amendment in writing to the CLERK. CLERK will revoke and issue User login id and password upon receipt of SUBSCRIBER'S request to amend User list.

Information accessed from subscriber site is for the use of SUBSCRIBER in the ordinary course of its business. The information is not intended or permitted to be represented during commercial resale as the official governmental record required by law. In the event of a breach of this paragraph, CLERK is entitled to seek injunctive relief restraining SUBSCRIBER from accessing information from the subscriber site, and/or terminate this Agreement in accordance with Article 14 herein. This shall not be construed as prohibiting the CLERK from pursuing any other remedy available by law or equity for such breach.

SUBSCRIBER is responsible for ensuring that use of the Clerk's subscriber site by its Authorized Users is conducted in a proper and legal manner. If SUBSCRIBER or one of its Authorized Users is charged with a crime arising out of use of the subscriber site, CLERK shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting CLERK from pursuing any other remedy available by law or equity for such a breach.

SUBSCRIBER shall upon execution of this Agreement make a one-time payment to the CLERK of \$50.00 for SUBSCRIBER account setup and initiation under this Subscription as listed in Exhibit A. This is a non-refundable fee.

SUBSCRIBER shall make timely advanced monthly payments to Monroe County Clerk of Courts in the amount of \$15.00 per month for "viewing and printing", which shall cover the costs of accessing electronic indexes and images of Official Records and indexes of Court Records via the subscriber site (See Exhibit A).

THE PUBLIC INFORMATION IS PROVIDED SUBJECT TO THE LAWS OF THE STATE OF FLORIDA.

ARTICLE 8: LIMITATION OF LIABILITY

SUBSCRIBER hereby relieves and releases CLERK, his employees and agents from liability from any and all damages resulting from interrupted service of any kind or to SUBSCRIBER'S equipment.

SUBSCRIBER hereby relieves, releases, indemnifies, and holds harmless CLERK, his employees and agents of any liability for any and all damages resulting from incorrect or any other misinformation accessed from this service.

SUBSCRIBER agrees that CLERK, his employees and agents shall not be liable for negligence or lost profits, resulting from any claim or demand against SUBSCRIBER by any other party.

No cause of action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has occurred, except that an action for nonpayment may be brought at any time permitted by law.

IN NO EVENT SHALL CLERK, HIS EMPLOYEES OR AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF ANY OF THE ABOVE NAMED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. A gap may exist between the time paper documents are filed in the CLERK'S office and when they are indexed and imaged on the subscriber site. In order to assure the accuracy of the data or information, SUBSCRIBER should consult the official governmental record.

Nothing in this Agreement shall be construed as waiving the sovereign immunity of CLERK, his employees and agents.

CLERK assumes no liability for the contents or data provided hereunder. SUBSCRIBER should rely on his own assessment of all circumstances and if, in his opinion it is warranted, check or verify the actual documents or data physically in the CLERK'S office.

ARTICLE 9: WARRANTIES

NEITHER CLERK, HIS EMPLOYEES OR AGENTS EXPRESSLY OR IMPLIED 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.

ARTICLE 10: ASSIGNMENT

SUBSCRIBER agrees not to assign any right or interest in this Agreement.

ARTICLE 11: GOVERNING LAW

This Agreement or any dispute arising there from shall in all respects be governed and interpreted in accordance with the applicable laws of the State of Florida, and venue for any action shall be in Monroe County.

ARTICLE 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.

ARTICLE 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 mail to the other party at the address given in Exhibit A.

ARTICLE 14: TERMINATION

This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other party. In the event of termination, SUBSCRIBER shall remain responsible for payment for services rendered or obligations incurred until the date of termination.

This Agreement may be terminated immediately by CLERK and without notice to SUBSCRIBER for SUBSCRIBER'S failure to comply with the terms of this Agreement.

This Agreement shall be terminated immediately if CLERK fails to receive appropriate and continued funding for access to the subscriber site provided under this Agreement prior to the beginning of the service period for which payment is due. In the event immediate termination is required, notification to SUBSCRIBER will be via telephone contact followed up by written confirmation. In order for a subscriber whose services are terminated for failure to make timely

payments to have services reactivated, a new \$50.00 setup fee will have to be paid along with three (3) months advanced payment.

Upon termination of this Agreement, access to the subscriber site providing access to the un-redacted Official Record and Court Record electronic images to SUBSCRIBER will cease.

CLERK may terminate this Agreement immediately if for any reason the subscriber site program is terminated. In the event immediate termination is required, notification will be via telephone contact followed up by written confirmation.

This Agreement shall be terminated by CLERK, the Custodian of the public records, immediately and without notice to SUBSCRIBER in the event CLERK determines that any safeguard to protect the contents of its public records from (1) unauthorized remote access, (2) alteration, or (3) disclosure or modification or exempted matters fails to exist or has been breached.

ARTICLE 15: SEVERABILITY

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no affect. The remaining provisions shall continue in full force and effect.

This Agreement is hereby entered into, this _____ day of _____, 20_____.

Danny L. Kolhage
Clerk of the Circuit Court
Monroe County, Florida

Before me this _____ day of _____, 20_____, a Deputy Clerk in and for Monroe County, Florida, personally appeared Danny L. Kolhage, known to me to be the person who executed the Subscriber Site Agreement acknowledged to me that he executed same for the purposes therein stated; that he executed the same as his free act and deed and stated that the facts contained therein are true and correct to the best of his knowledge, information and belief.

Deputy Clerk

Subscriber's Signature

By: _____

Commercial Entity: _____

Title: _____

STATE OF _____
COUNTY OF _____

Subscribed and sworn to me before this _____ day of _____, 20____,
a Notary Public in and for said state and personally appeared _____,
known to me to be the person who executed the Subscription Agreement and acknowledged to
me that ___he executed the same for the purposes therein stated; that ___he executed the same as
h___ free act and deed and stated that the facts contained therein are true and correct to the best
of h___ knowledge, information and belief.

Notary Public

EXHIBIT A

CONTACT INFORMATION

This contact information includes the addresses to which all required written correspondence between the parties shall be mailed, in accordance with Article 13.

FOR CLERK

Postal Service:
Monroe County Clerk of Circuit Court
ATT: Clerk's Accounting / Subscriber Site
P.O. Box 1980
Key West, FL 33041-1980

Walk-ins:
Monroe County Clerk of Circuit Court
500 Whitehead Street
Key West, FL 33040

If you have any questions, please call
(305) 294-4641, extension 3573, or e-mail us
at: website@monroe-clerk.com

FOR SUBSCRIBER

Name: _____

Title: _____

Individual Signing Agreement as Subscriber

D/B/A: _____

Address: _____

City/St/Zip: _____

Phone: (____) _____

Fax: (____) _____

E-Mail: _____

You may have up to four additional users at no additional cost. Please list the names and e-mail addresses for the additional accounts.

Names:

E-Mail Addresses:

