

## **Clerk of the Circuit Court Powhatan County, Virginia**

### **SUBSCRIBER AGREEMENT FOR REMOTE ACCESS TO POWHATAN COUNTY LAND RECORDS MANAGEMENT SYSTEM**

#### **SUBSCRIPTION TO REMOTE ACCESS**

[www.courts.state.va.us/rmsweb](http://www.courts.state.va.us/rmsweb)

#### **Introduction**

The Clerk's Office of the Powhatan County Circuit Court will offer limited access to the Land Records Management System through secured and restricted web access. Access will be available through subscription only. The following types of records will be available through subscription: deeds and deed books, wills and estates records, judgment records, plats, general miscellaneous and UCC-Financing Statements (index only).

#### **Availability of Records**

Deed Index records from 1976 to the present  
Deed Images from 1976 to the present  
Will Book Images from 2003 to the present  
Will Book Indexes from 2003 to the present  
Judgment records from July 2002 to the present  
UCC-Financing Statements index from July 2002 to the present

#### **User Agreement**

A user agreement ("the agreement") must be reviewed before any subscribers will be permitted to request subscription access to the system. Subscribers to the system must abide by the terms and conditions as outlined in the agreement. Each individual user on a subscription account must review and execute an agreement before that individual user will be approved for access. The agreement is attached for your reference.

## **Application for Remote Access to Land Records Management System**

All persons interested in remote access subscriptions must complete and submit an application for remote access. Each individual user on a subscription account must complete an application before access will be provided. The application form is attached for your reference.

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the Clerk of the Circuit Court for Powhatan County, Virginia and the above named applicant \_\_\_\_\_, (hereinafter referred to as the “subscriber.”) and working for,

### **TERMS AND CONDITIONS**

#### **1. Terms 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 such agreement will continue until terminated as provided herein.

#### **2. Subscriber 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.
- c. When intrusion against security are being remedied.

#### **4. Fees and Charges**

The remote access fee for the subscriber is \$600 for the calendar year. The fee must be paid before the remote access subscription is approved and appropriate log ons are provided. The Clerk reserves the right to suspend or terminate service to the subscriber if payment is not received.

Each subscription account will entitle the subscriber to have 5 users approved per account. The accounts designated contact holder must 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. **EACH NEW SUBSCRIBER MUST COMPLETE AN APPLICATION.**

## **5. Services**

The Clerk, deputy clerks, or her agents will provide the subscriber 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 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.

## **6. Subscriber Obligations**

It is the responsibility of the subscriber 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 is responsible for ensuring that unauthorized personnel do not use the subscriber’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 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 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 further relieves and releases the County of Powhatan and its officers and agents from liability for any and all damages resulting from interrupted service of any kind.

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

The subscriber agrees that the Clerk, deputy clerks, 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 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 government record present in the Clerk's Office.

## **8. Entire Agreement**

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

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertaking, 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.

## **9. 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.

## **10. Assignment**

The subscriber 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 will render the agreement null and void and the Clerk will terminate the agreement.

## **11. Modifications/Amendments**

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

## **12. 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. An established company contact person designated by the subscribers sponsoring company must approve changes.

## **13. 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.

**14. Application**

Pursuant to Va. Code § 2.2-3808.2, an application for a subscription must be completed and submitted to the Clerk. The application must be approved by the Clerk's Office before the appropriate log on information will be issued to the subscriber.

**POWHATAN COUNTY CIRCUIT COURT CLERK'S OFFICE**

**APPLICATION FOR SECURE REMOTE ACCESS TO  
LAND RECORDS SYSTEM**

The approval of the 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 Subscribers agreement for internet Access to the Circuit Court Documents as incorporated by reference herein.

**FEE OPTION: (must choose one option)**

- 1) One Year Plan - \$50.00 Months (\$600.00/year)
- 2) Six-month Plan - \$50.00/Month (\$300/ 6 Months)
- 3) One Month Plan - \$20.00 –  
\*Cannot Re-apply for One for 6 Months
- 4) Local or State Government Department/Agency

**CORPORATE NAME:** \_\_\_\_\_

**SUBSCRIBER'S LAST NAME:** \_\_\_\_\_

**SUBSCRIBER'S FIRST NAME:** \_\_\_\_\_

**BUSINESS ADDRESS: (if applicable):** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**PHONE & FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**WILL YOU BE THE DESIGNATED CONTACT PERSON FOR THE  
SPONSORING COMPANY? Yes/ No**

**(If no, who is the person? \_\_\_\_\_**

**UNITED STATES CITIZEN: Yes No (Please circle one)**

**IF NO, PLEASE INDICATE YOUR CITIZENSHIP:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

As a subscriber, I certify that the information stated above is true and accurate

SIGNATURE: \_\_\_\_\_

(Print Name beside signature)

I, \_\_\_\_\_, as a Notary Public, do hereby certify that on this  
\_\_\_\_\_ Day, of \_\_\_\_\_, 20 \_\_\_\_\_, the above individual,  
\_\_\_\_\_, personally appeared before me and swore to me and  
acknowledged before me that the statements contained herein are true and correct.

Commonwealth of Virginia  
County of \_\_\_\_\_

Clerk/ Deputy Clerk, Notary: \_\_\_\_\_

My Commission expire: \_\_\_\_\_