

Subscriber Agreement for Colonial Heights Land Records

This Agreement (“Agreement”) is made and entered into as of the _____ day of _____, _____, by and between Colonial Heights Circuit Court Clerk’s Office (hereinafter Clerk’s Office) and _____, (hereinafter Subscriber).

Terms and Conditions of Agreement

1. Terms of Agreement

It is the intent of both parties to participate in a program which will provide, to the Subscriber, secure remote access to the Land Record data maintained by the Clerk’s Office, said service to commence on or about the ___ day of _____, and to continue until terminated as provided herein.

2. Secure Remote Access Service

The site can be accessed at www.colonialheightscocc.org (“the System”). This monthly subscription provides both index and image retrieval to the records shown in Attachment A for one set fee of \$25 per month and forms the basis for this Agreement.

3. Day and hours of operation

The **SYSTEM** will generally be available seven days a week, twenty-four hours a day, including all holidays, except:

- a) For period of preventive maintenance.
- b) For other periods of remedial maintenance as may be required.
- c) Intrusions against security.
- d) Adverse operational impacts beyond the control of the Clerk’s Office or the City of Colonial Heights.

4. Charges

The fee for the Subscriber Agreement shall be a flat rate of \$25 per month. The charges provided for in this Agreement shall commence on the effective date stated on the face hereof and will be due again on or before the 1st day of the next month. Charges will be assessed for any portion of a month.

The Clerk’s Office reserves the right to suspend or terminate service to the Subscriber if payment is not received on or before the 1st day of the following month; 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 was discontinued. All charges specified are those currently in effect and are subject to change. If charges relating to remote access are specifically allowed in the code of Virginia, any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes. Subscriber has the option of terminating this Agreement in accordance with Section 14.

5. Services

- a. The Clerk's Office or its agents will provide the Subscriber with inquiry only access to an on-line data base system as listed on Attachment A.
- b. The Clerk's Office, its employees or agents will assume responsibility for providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of the **SYSTEM**. The Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

6. Subscriber's Obligations

- a. It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make modifications to their existing equipment, which are necessary to effect access to the **SYSTEM**.
- b. The Subscriber is responsible for ensuring that its location and/or computers are not used by unauthorized personnel to access information from the **SYSTEM**. Unauthorized personnel, for the purpose of this Agreement shall be any person or entity other than the Subscriber or its employees.
- c. Information accessed from the **SYSTEM** is for the use of the Subscriber in the ordinary course of its business.
- d. The Subscriber is responsible for ensuring that the use of the **SYSTEM** by its employees is conducted in a proper and legal manner. If the Subscriber or one of its employees 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), arising out of the use of the **SYSTEM**, such conviction shall constitute a material breach of this Agreement, and the Clerk's Office shall have the right to terminate this Agreement immediately. Nothing contained herein shall be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.
- e. Subscriber attests that they have read, understand and will comply with §17.1-293 of the Code of Virginia as amended regarding the posting, selling and redistributing prohibitions and availability of certain informa-

tion on the Internet; and any and all other laws of the Commonwealth of Virginia.

Limitation of Liability

- a. It is acknowledged by the Subscriber that the information to be accessed through the **SYSTEM** is stored and maintained in the Clerk's Office database system. The Subscriber herein relieves and releases the Clerk's Office, its employees, officials or agents from liability for any and all damages, claims, losses or expenses including reasonable attorney's fees resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct.
- b. The Subscriber herein hereby relieves, releases, indemnifies and holds harmless the Clerk's office, its officials, employees, volunteers and agents for any liability for any and all damage, claims, losses or expenses including reasonable attorney's fees, resulting from incorrect data or any other misinformation accessed from this service.
- c. The Subscriber agrees that the Clerk's office, its employees or agents shall not be liable for any negligence or lost profits resulting from any claim or demand against the Subscriber by any other party.
- d. In no event will the Clerk's office, its employees or agents shall not be liable for any negligence or lost profits resulting from any claim or demand against the Subscriber by any other party.
- e. **It is acknowledged by the Subscriber that the City of Colonial Heights and its City Council, employees or agents, volunteers or servants are not a party to this Agreement and that the City of Colonial Heights shall incur no liability hereunder.**
- f. This Agreement creates no rights or privileges that are enforceable by Anyone not a party to this Agreement.
- g. The information or data accessed by the Subscriber is not the official governmental record required by law. In order to assure accuracy of the data, the Subscriber should consult the official governmental record.
- h. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court or its officials, employees, volunteers or servants.

7. Warranties

The Clerk's Office, its officials, employees, volunteers, servants or agents neither express, imply or 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 therefrom shall in all respects be governed by an 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 Colonial Heights.

11. 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.

12. Attachments

The attachments referred to in the body of this Agreement are an integral part of this Agreement and reference to this Agreement shall be deemed to include all the attachments.

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.

14. Termination

- a. This is an Agreement that the subscriber cannot terminate early. The Clerk of the Circuit Court of Colonial Heights may terminate this agreement without notice, for any cause deemed sufficient by her at her sole discretion. Termination by the clerk constitutes an automatic forfeiture of all funds paid and due for the remainder of the Agreement term without recourse or set-off.
- b. This Agreement may be terminated by the Clerk's Office or its agents 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 charges, or breach of the Agreement.
- c. This Agreement shall be terminated immediately if funding for this system is withdrawn for any reason. Subscriber acknowledges that the Clerk's Office has no control over the amount of appropriations, if any, which may be provided by any governmental entity for the continuation of the services under this contract.
- d. This Agreement may be terminated as otherwise specified.

15. 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.

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

Subscriber

Circuit Court Clerk's Office

By: _____
Signature

By: _____
Signature

Printed or typed name

Printed or typed name

Title

Title

Attachment A

Records Available in the Secure Remote Access System of the Circuit Court Clerk's Office of Colonial Heights

INDEX/IMAGES ARE AVAILABLE FOR THE FOLLOWING DOCUMENTS

DEEDS AND RELATED LAND RECORDS WITH THE EXCEPTION OF WILLS

Indexes from 1990 and images from 1990 to present. In the future, should funds become available, our plan is to digitize all land records in the office.

UCC FILINGS (FINANCING STATEMENTS)

Indexes from 2002 are available. Images are available for those recorded since July, 2002.

PLATS

Indexes from approximately 1990 to present. Images are not yet available.

JUDGMENTS

Indexes from 1998 and images from 2002 to present.

WILLS AND ESTATES

Indexes from 2002 are available. Images are not yet available.

**Secure Remote Access Registration Form
Colonial Heights Circuit Court Clerk's Office**

Application is hereby made, pursuant to Virginia Code §2.2-3808.2(D)(1), to establish registration for Secure Remote Access to the land records system in use in the Clerk's Office of the Circuit Court of Colonial Heights, Virginia.

My name is: _____
(Please print or type)

I am a representative of _____
(Please print or type name of company)

My business or residence address (Please indicate if this is a business address or private residence) is:

Private residence _____ Business address _____

(Street number and name)

(City, State & Zip Code)

E-mail address: _____ Phone No.: _____

Check here if you are a citizen of the United States _____

If you are not a U.S. citizen, please indicate your citizenship _____

Monthly Subscription _____

(Signature of Applicant)

After first proving his/her identity to me, by a picture identification, the answers provided on the form were provided, in person, by said applicant before me on this _____ day of _____, 20____

(Notary or other person authorized to administer oaths)

My commission expires: _____

**Return to: Circuit Court Clerk's Office
Attn: Stacy L. Stafford, Clerk
550 Boulevard
Colonial Heights, VA 23834**

For Clerk's Office Use Only: Approved _____ Not Approved _____