

## Secure Remote Access

### Individual and Business Checklists

To ensure there are no delays in the creation of your account(s) due to incorrectly submitted documents, please locate your method of applying below and review the following steps. This checklist is provided for your convenience and should not be included with your submission.

Please do not use correction fluid or tape on the application. If any corrections must be made, please ensure that you and the notary initial them.

<b>SUBSCRIBING AS AN INDIVIDUAL</b>	
	Complete all fields on the Application.
	Sign the application signature line before a Notary Public.
	Sign and date an Individual Subscriber Agreement.
	Return to address shown below (1) Application, (2) Subscriber Agreement and (3) check for the initial term (three month minimum).

<b>SUBSCRIBING AS A BUSINESS WITH DESIGNATED USERS</b>	
	Complete all fields on the Business Application, including the business name on business name line.
	Include the Business Name on the first page of the Subscriber Agreement.
	Business officer signs application on behalf of the business before a notary public.
	Sign and date the Business Subscriber Agreement, completing Attachment B listing ALL users including yourself.
	Each designated individual user including you completes (1) an Application signed before a Notary Public and an (2) Individual Subscriber Agreement.
	Return to address shown below (1) Business and Individual Applications, (2) Business and Individual Subscriber Agreements and (3) check for the initial term (three month minimum).

<b>APPLYING AS A NEW USER FOR A BUSINESS SUBSCRIBER WITH CURRENT USERS</b>	
	Submit a message on the Business subscriber's letterhead requesting that an account be established for the new user(s) by name.
	Complete all fields on an application that includes the business name on the Business Name line?
	Sign the application signature line before a notary public.
	Sign and date an Individual Subscriber Agreement.
	Return to address shown below (1) Business subscriber request for new member, (2) Application, (3) Subscriber Agreement and (4) check for the initial term (three month minimum).

**BUSINESS APPLICATION FOR SECURE REMOTE ACCESS TO THE HANOVER COUNTY CIRCUIT  
COURT CLERK'S OFFICE LAND RECORDS MANAGEMENT SYSTEM**

**This application must be completed by an officer of the corporation.**

The approval of this 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 *Business Subscriber Agreement for Remote Access* as incorporated by reference herein. **All Information below is mandatory.**

**BUSINESS NAME:** \_\_\_\_\_

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

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

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

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

**DAYTIME PHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**UNITED STATES CITIZEN:** Yes    No (Please Circle One)

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

I certify that the information above is true and correct.

**STATE OF:** \_\_\_\_\_

**CITY/COUNTY OF:** \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public, do hereby certify that on this \_\_\_\_\_ day of  
(Name of Notary)

\_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally appeared before me  
(Name of Applicant)

and swore and acknowledged that the statements contained herein are true and correct.

Commission Expires: \_\_\_\_\_  
(Notary Public)

Notary ID: \_\_\_\_\_  
(Print or Type Name of Notary)

For use by Circuit Court Clerk's Office Only

Subscriber ID \_\_\_\_\_

Password \_\_\_\_\_

Expiration Date \_\_\_\_\_

## BUSINESS SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO HANOVER COUNTY CIRCUIT COURT LAND RECORDS

This Agreement (“Agreement”) is entered into \_\_\_\_\_, 20\_\_\_\_, by and between Hanover Circuit Court Clerk’s Office (Clerk’s Office) and \_\_\_\_\_, (Subscriber).

### 1. Terms of Agreement

It is the intent of both parties to participate in Secure Remote Access (SRA) to certain Hanover County Circuit Court Clerk’s Office records to commence on the day that User IDs and Passwords are assigned to individual users and SRA is activated and to continue until terminated as provided herein.

### 2. Subscriber Options

The Clerk provides one subscriber option: An online database system providing “inquiry-only” access to all the indexes and images shown in Attachment A.

### 3. Days and Hours of Operation

The secure remote access system known as AiLIS5 will generally be available seven days a week, twenty four hours a day, including holidays, except during periods:

- a. Of preventive and remedial maintenance
- b. Of operational issues beyond the control of the Clerk’s Office
- c. When intrusions against security are being remedied

### 4. Fees

The fee for each individual user affiliated with a business subscriber is a flat rate of \$50.00 per month (\$150.00 three month minimum subscription, \$285.00 for six months or \$570.00 for twelve months) payable in advance by check made payable to Hanover Circuit Court Clerk or by cash. Subscriber shall be responsible for the fees for individual users listed on Attachment B.

Payment of the first quarterly, six month or twelve month fee shall accompany the signed subscription agreement. The subscriber shall be committed to the payment schedule elected at that time. The effective date of the subscription and date that access to SRA is activated shall be the first or fifteenth day of the month.

The Clerk’s Office will not bill for this service. It is the responsibility of the subscriber to pay the subscription fee prior to the beginning of the next quarter. The Clerk’s Office reserves the right to suspend or terminate service if payment is not received by the due date; 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 is discontinued.

Fees are charged at the discretion of the Clerk's Office. All fees are subject to change.

## 5. Services

The Clerk's Office shall provide Subscriber with "inquiry only" access to all indexes and images shown in Attachment A.

For questions regarding your user account or subscriber fees, please contact the Clerk's Office at (804) 365-6120. For questions regarding the use of the SRA website and image availability, please contact AmCad Support at (866) 793-6505 x 295.

The Clerk, deputies or agents shall provide the Subscriber limited consultation on specific problems that arise in the use of the website. The Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

## 6. Subscriber's Obligations

- a. It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to his/her existing equipment that are necessary for the access to the online database.
- b. The Subscriber is responsible for ensuring that his/her computer is not used by unauthorized personnel to access information from AiLIS5. Unauthorized personnel for the purposes of this contract shall be any person or entity other than the Subscriber, or its authorized employees, who are listed in Attachment B and who have completed an Application for Secure Remote Access and Subscriber Agreement, been approved by the Circuit Court Clerk and have been issued user identification and passwords.
- c. The Subscriber is responsible for ensuring that the use of AiLIS5 is conducted in a proper and legal manner by its employees. If the Subscriber, one of its employees or anyone using the database pursuant to this Agreement 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 AiLIS5, such conviction shall constitute a material breach of the Agreement, and the Clerk's Office shall have the right to terminate this Agreement immediately. Nothing herein shall be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.
- d. It is the Subscriber's responsibility to notify the Clerk's Office immediately upon the termination or resignation of an authorized user listed in Attachment B.

## 7. Limitation of Liability

- a. It is acknowledged by the Subscriber that the County of Hanover and its Board of Supervisors, employees or agents, volunteers or servants are not a party to the Agreement and that the County of Hanover shall incur no liability hereunder.

- b. The Subscriber relieves and releases the Clerk's Office and its Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interruption of service of any kind. The Subscriber further relieves and releases the County of Hanover, its Board of Supervisors, officers and their deputies, employees and agents from liability for any and all damages resulting from the interrupted service of any kind. The Subscriber also relieves and releases American Cadastre LLC and its employees and agents from liability for any and all damages resulting from interrupted service of any kind.
- c. The Subscriber hereby relieves and releases and holds harmless the Clerk's Office and its Clerk, deputy clerks, employees or agents, the County of Hanover, its Board of Supervisors, officers and their deputies, employees or agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases American Cadastre LLC and its employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.
- d. Subscriber agrees that the Clerk's Office, its Clerk, the County of Hanover, its 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 American Cadastre LLC, its employees and agents from liability for any and all damages resulting from any claim or demand against the Subscriber by any other party.
- e. 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.
- f. In no event will the Clerk, deputy Clerks, employees or agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.
- g. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court of Hanover County, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents.

8. Warranties

The Clerk's Office, its officials, employees, volunteers, servants or agents neither expressly nor impliedly 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 there from shall in all respects be governed by and 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 County of Hanover, Virginia.

11. Entire Agreement

The 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 the 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 contract 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, unless specifically stated herein.

14. Termination

Either party may terminate this agreement without cause with fifteen days email notice to the other. Subscriber remains responsible for payment of fees, prorated on a monthly basis, for service rendered or obligations incurred.

Any unused fees will be refunded pro rata to Subscriber within thirty days of the effective date of termination of SRA.

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.

The agreement shall terminate immediately if the Commonwealth of Virginia or the County of Hanover fail to appropriate and continue funding for services provided under this Agreement.

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 a Circuit Court to have remote access to court documents on its website. If a business or non-profit 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 User ID and Password from the Clerk's Office and enter into this 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

An application for secure remote access must be completed by Subscriber. The application must be approved by the Clerk's Office before the User ID and Password will be issued.

17. 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 of this agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

HANOVER COUNTY CIRCUIT COURT CLERK'S OFFICE:

\_\_\_\_\_  
Frank D. Hargrove, Jr., Clerk of Circuit Court

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **Records Available via SRA in AiLIS5**

#### **Hanover County Circuit Court Clerk's Office**

##### **Land Records**

Deed Book 379 to most current update to SRA system

Subdivision Plat Books 1 through 8

Plat Book 29 to most current update to SRA system

##### **Judgments**

Judgments from April 1, 2002, to most current update to SRA system

##### **Financing Statements**

UCC statements from April 1, 2002, to most current update to SRA system

##### **Wills and Fiduciaries**

Will Books from April 1, 2002, to most current update to SRA system

Fiduciary Account Books from April 1, 2002 through December 31, 2005. Starting January 1, 2006 the Fiduciary Account Book was combined into the Will Book.

##### **HISTORICAL DOCUMENT IMAGES**

Deed Books 1 through 378 (Searchable by book and page number) \*

Judgment Index (Defendants) - October 1, 1986 through March 31, 2002\*

\* As soon as the images are loaded into the SRA

**Note: (1) Social Security Numbers (SSNs) have been redacted from the records that are available by SRA. Should you find an unredacted SSN please notify the Circuit Court Clerk's Office by email to [HanoverCC@courts.state.va.us](mailto:HanoverCC@courts.state.va.us) or by phone to (804) 365-6120.**



**(2) In 2002 the Clerk's Office converted Deed Books 1 through 1819 to digital format. Since 2002 it has also converted Plat Books and Subdivision Plat Books to digital format. There are some image errors among the converted documents that users will detect when the message "No image available" displays when one tries to open a document. In rare cases an entire book may be missing from the system. The Clerk's Office is working to correct these errors.**

**Please contact AmCad Support at (866) 793-6505 x 295 should you encounter a problem opening an image.**

## ATTACHMENT B

### AUTHORIZED USER

Each company will be charged \$50.00 per month per user as described in paragraph 4 of the Agreement. It is the company's responsibility to notify the Clerk's Office immediately upon the termination or resignation of an authorized user. Your liability for the monthly fee will continue until you have properly notified the Clerk's Office of said termination or resignation.

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Primary Contact E-Mail Address: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

Billing City/State/Zip: \_\_\_\_\_

Technical Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

It is requested that the following individuals be authorized users pursuant to this agreement (use additional pages if necessary). The secure remote application and subscriber agreement for each user is attached:

#### Authorized Users:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Additional authorized users can be added by having the individual complete an application and an agreement. The completed documentation should be sent to the Clerk's Office on your company's letterhead, signed by an authorized official, requesting that the individual be added as an SRA user.

Hanover Circuit Court Clerks Office

ATTN: SRA

P.O Box 39

Hanover, Virginia 23069