

SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS ("SRA")
TO ARLINGTON COUNTY LAND RECORDS

This Agreement is made and entered into by and between the Arlington County Circuit Court Clerk's Office (hereinafter "Arlington CCT") and _____, (Name of Applicant) (hereinafter "Subscriber").

TERMS AND CONDITIONS OF AGREEMENT:

1. TERM OF AGREEMENT

It is the intent of the parties that this Secure Remote Access User Agreement ("SRA User Agreement") will commence upon the date the User ID and Password are assigned, which date will be set forth by the SRA Administrator on the last page of this Agreement, and will continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

Arlington CCT provides an on-line database allowing "inquiry-only" access to all Land Record data electronically maintained by the Clerk's Office.

3. DEFINITIONS

- a. "Secure Remote Access" means that inspection of publicly available non-confidential documents can be made without the need to physically visit the courthouse where the record is maintained.
- b. "Secure Remote Access Administrator" means the individual(s) identified by the Arlington CCT to review and approve SRA Subscriber applications.
- c. "Secure Remote Access Service" ("SRA Service") is the electronic solution provided by the Arlington CCT through its vendor, Granicus, Inc., to enable Secure Remote Access to Arlington Circuit Court's electronic Land Records.
- d. "Subscriber" means any applicant approved by Arlington CCT to use Secure Remote Access for Land Records.
- e. "Inquiry Only Access" means access only to search for, view and print document images.

4. SERVICES

- a. Arlington CCT or its agents will provide Subscriber with Inquiry Only Access to all currently scanned Land Record documents that are in the Court's electronic database.
- b. Arlington CCT shall provide Subscriber with documentation and limited consultation on an ongoing basis related to specific problems that arise in the use of the SRA Service. Arlington CCT does not guarantee the results of any consultation and makes no warranties or representations that any or all errors shall be resolved or corrected.
- c. Subscriber support will be available Monday through Friday from 8:00 a.m. to 4:00 p.m. except for Court holidays and/or other dates and times when assistance cannot reasonably be provided.

5. SUBSCRIBER APPLICATION

In order to access the Arlington CCT Secure Remote Access database, each Subscriber must complete an application. Applications must be notarized. The application must be approved by the Secure Remote Access Administrator, and a User ID and password issued, in order to gain access to the database. The subscriber application is set forth in Attachment A.

6. DAYS AND HOURS OF OPERATION

Internet access to Arlington Circuit Court documents will generally be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except:

- a. For periods of preventative maintenance;
- b. For such other periods of remedial maintenance as may be required by either the Clerk or the County;
- c. For operational issues beyond the control of the Clerk;
- d. When intrusions against security have occurred and/or are being remedied.

While Arlington CCT will make every effort to post notifications on the Arlington Circuit Court website when the system will be unavailable for either preventative or remedial maintenance, Arlington CCT does not assume any liability for any damages or injuries sustained by any person as a result of the failure to post or update such notice, nor will any refunds be provided as a result of any system outage or unavailability.

7. SUBSCRIBER OBLIGATIONS

- a. 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 database.
- b. Subscriber shall not use automated tools to navigate this website. Subscribers must manually enter any requests using the queries provided on the website.
- c. Subscriber is responsible for ensuring that anyone other than Subscriber does not access Subscriber's account. Subscriber agrees not to provide his/her username and/or password to any other individual.
- d. Information accessed is for the use of Subscriber as provided in the ordinary course of business.
- e. Subscriber agrees to ensure that his/her use of SRA is consistent with all applicable laws. Failure to act in accordance with any applicable law will result in termination of this Agreement without notice, and the Arlington CCT reserves any and all remedies and rights available to it as a result of such unlawful action on the part of Subscriber.
- f. Subscriber is responsible for ensuring the security of any assigned username and password. If, at any time, Subscriber becomes aware that a username and/or password has been compromised, Subscriber will immediately contact the Secure Remote Access Administrator at CircuitCourt@arlingtonva.us.

- g. Information obtained from this website cannot be sold or posted on any other internet website or redistributed to any third party.
- h. Subscriber agrees to pay all fees when due. Failure to remit payment on or before the annual subscription renewal date will result in Subscriber's username and password being suspended until the account is reinstated by the SRA Administrator.

8. FEES

SRA is available in accordance with the following fee schedule:

- a. \$50 per month per user.
- b. Subscriptions may be purchased in monthly intervals if paid by credit card or upon an annual basis if paid by check.

Fees are set at the discretion of the Clerk and are subject to change as set forth in paragraph 9 below. Subscription fees may be paid by cash, check, money order, or credit card. Payment may be made in person at the Clerk's Office, 1425 N. Courthouse Road, Suite 6700, Arlington, Virginia 22201 or mailed in along with a fully executed agreement. All credit card payments will be charged a convenience fee of 4% (four percent).

The Clerk's Office will not bill Subscribers for this service. If paying by credit card, Subscriber's credit card will be automatically charged on a monthly basis until Subscriber cancels its subscription. If paying by check, it is Subscriber's responsibility to pay the subscription fee prior to its expiration date. If payment is not received prior to the expiration date, the Clerk's Office reserves the right to suspend or terminate the subscription until payment is made. The suspension or termination of service does not relieve Subscriber of any obligations under this Agreement.

9. RATES, FEES AND TERMS MAY CHANGE

Arlington CCT may change the Agreement terms upon providing notice to the Subscriber at least thirty (30) days in advance of any proposed changes.

Fees are set at the discretion of the Clerk and are subject to change on an annual basis. Subscriber retains the right to terminate this Agreement in accordance with the terms set forth in paragraph 11.

10. LIMITATIONS OF LIABILITY

Subscriber hereby relieves and releases the Arlington CCT, including but not limited to the Clerk of the Court, his deputy clerks, employees and agents from liability for any and all damages resulting from:

- a. use of Secure Remote Access;
- b. interrupted service of any kind;
- c. incorrect data;
- d. missing or misfiled documents; or

- e. any other information or misinformation accessed by Subscriber through Secure Remote Access.

Subscriber further agrees that the Arlington CCT, including but not limited to the Clerk of the Court, his deputy clerks, employees and agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber or any other party, or for any consequential damages even if advised of the possibility of such damages.

Subscriber further relieves and releases the County of Arlington, Virginia, its County Board, County Manager, employees and agents, and the Office of the Executive Secretary, Supreme Court of Virginia and its employees and agents from liability for any and all damages resulting from:

- a. use of Secure Remote Access;
- b. interrupted service of any kind;
- c. incorrect data;
- d. missing or misfiled documents; or
- e. any other information or misinformation accessed by Subscriber through Secure Remote Access.

Subscriber further agrees that the County of Arlington, Virginia, its County Board, County Manager, employees and agents, and the Office of the Executive Secretary, Supreme Court of Virginia, shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber or any other party.

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

The information or data accessed by Subscriber may or may not be the official government record required by law. In order to ensure the accuracy of the data or information, the Subscriber should consult the official government record.

Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Arlington County Circuit Court, its employees, or agents, or that of the Office of the Executive Secretary, Supreme Court of Virginia.

11. TERMINATION

- A. Termination without Cause: Either party may terminate this agreement without cause within fifteen (15) days written notice to the other. For purposes of this section, written notice includes email notification. Subscriber remains responsible for payment of fees, pro rata, for service rendered or obligations incurred until the effective date of termination.

Written notice to Arlington CCT shall be sent to the following individual:

Erin Clinton

Land Records Supervisor

Office of the Circuit Court Clerk

1425 N. Courthouse Road

6th Floor

Arlington, VA 22201

eclinton@arlingtonva.us

- B. Termination for Cause: Arlington CCT may terminate this agreement in the Clerk's sole discretion immediately upon discovery of any of the following conditions:
- a. Failure to provide accurate information on the subscriber application;
 - b. Failure to comply with any of the terms of this agreement;
 - c. Failure to tender required payments;
 - d. The introduction of any malware or other outside agent that adversely affects, or has the ability to adversely affect, system performance and security;
 - e. Any other breach of this Agreement, including failure to properly monitor access to the court's on-line database or maintain up-to-date subscriber information; or
 - f. The loss of funding required to provide services under this Agreement.

Written notice will be provided to the Subscriber of any such termination and the reason therefore.

12. ASSIGNMENT

Subscriber agrees not to assign any right or interest in this Agreement to any other person or entity. Any attempt by Subscriber to transfer any of the rights, duties, or obligations created by this Agreement, by any means, will render this Agreement null and void.

13. GOVERNING LAW/VENUE

This Agreement and/or any dispute arising therefrom shall be governed in all respects by the laws of the Commonwealth of Virginia. Venue for any dispute between Arlington CCT and Subscriber will be in the Circuit Court of Arlington County, Virginia.

14. 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. This Agreement cannot be altered, modified, or amended unless in writing, and signed by all parties, except as otherwise provided herein.

15. ATTACHMENTS

Any attachment referenced in this Agreement constitutes an integral part of this Agreement and any reference to this Agreement shall be deemed to include all attachments.

16. SEVERABILITY

If any provision (or part thereof) of this Agreement is found by a court of competent jurisdiction 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 as of the date first set forth above.

SUBSCRIBER:

By: _____

Date: _____

Printed Name

Title

I, _____, a Notary Public, do hereby certify that on this ____ day of _____, 20____, _____ appeared before me and swore and acknowledged that the statements contained herein are true and correct.

Notary Public

Arlington County Clerk of the Circuit Court Use Only:

Deputy Clerk, Land Records

Printed Name

ATTACHMENT A

**SUBSCRIBER APPLICATION FOR SECURE REMOTE ACCESS
TO ARLINGTON COUNTY LAND RECORDS**

Note: Approval of this application and the Subscriber Agreement for Secure Remote Access ("SRA") to Arlington County Land Records is at the discretion of the Clerk of the Circuit Court. By signing this application and subscription agreement, the subscriber acknowledges and accepts the terms and conditions of the Subscriber Agreement for Secure Remote Access ("SRA") to Arlington County Land Records.

Subscriber's Name: _____

Business Name: _____

Physical Address: _____
(P.O. Boxes Not Acceptable) _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

Describe how you will utilize remote access to the Circuit Court's records:

I certify that the information provided in this application is true and correct.

Subscriber's Signature: _____

I, _____, a Notary Public, do hereby certify that on this ____ day of _____, 20____, _____ appeared before me and swore and acknowledged that the statements contained herein are true and correct.

Notary Public