

**SUBSCRIPTION SERVICE AGREEMENT FOR
INTERNET ACCESS TO ELECTRONIC RECORDS
VIA THE COURT AUTOMATED SYSTEMS WEBSITE**

BETWEEN



**BARBARA T. SCOTT
Clerk of the Circuit Court
Charlotte County, Florida**

AND

SUBSCRIBER

NOTE: UPON RECEIPT OF YOUR INITIAL \$186.00 PAYMENT, A PASSWORD WILL BE FURNISHED AND YOU WILL BE ABLE TO ACCESS THE SYSTEM.

This is an Agreement, made and entered into by and between: BARBARA T. SCOTT, Clerk of the Circuit Court for Charlotte 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 her respective custody and control by electronic means using the CLERK as the central contracting entity; and

WHEREAS, the purpose of this Agreement is to implement a Subscription Service for Internet access to electronic records via the Court Automated Systems website, hereinafter referred to as 'CASWEB', limited to those records as provided for herein; **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 purposes of this Agreement:

"Agreement" shall mean this agreement.

"Clerk" shall mean Barbara T. Scott, Clerk of the Circuit Court, Charlotte County, Florida.

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

"User" shall mean anyone to whom Subscriber has authorized Clerk to issued a login id and password for access privileges.

ARTICLE 2: TERM OF AGREEMENT

This Agreement will commence on the date set forth in Exhibit "A", and continue for the mutually agreed upon duration of the CASWEB Subscription Service unless terminated earlier as provided for 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 described more fully in exhibit "A".

ARTICLE 4: DAYS AND HOURS OF OPERATION

CLERK will endeavor to provide continuous operation of the Internet site wherein SUBSCRIBER accesses records (CASWEB); however, Internet site access may be interrupted during such other periods of remedial maintenance as may be required. CLERK will post advance notice of scheduled maintenance on the Internet site, and routine maintenance will be scheduled after 5:00 p.m. and before 8:00 a.m.

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

ARTICLE 5: SERVICES

CLERK, her employees or agents, will provide SUBSCRIBER with access to the electronic records via the CASWEB that are listed in Exhibit "A".

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 CASWEB WEBSITE through SUBSCRIBER'S Internet Service Provider.

ARTICLE 6: CLERK'S OBLIGATIONS

Following the execution of this Agreement, CLERK will provide SUBSCRIBER with limited consultation via email on specific problems or questions that arise in the use of the CASWEB Subscription Service, 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 8:00 a.m. to 5:00 p.m. with the exception of Charlotte County or Court holidays.

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 CASWEB website. 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 amendment in writing to **CLERK**. **CLERK** will revoke and issue User login id and password upon receipt of **SUBSCRIBER'S** request to amend User list.

Information accessed from Clerk's CASWEB website 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 website, 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 at law or equity for such breach.

SUBSCRIBER is responsible for ensuring that use of the Clerk's CASWEB website 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 CASWEB website, **CLERK** shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting **CLERK** from pursuing any other remedy available at law or equity for such a breach.

SUBSCRIBER shall upon execution of this agreement make a one-time payment to the **CLERK** of \$36.00 for **SUBSCRIBER** account set-up and initiation under this Subscription as listed in Exhibit "A". This is a non-refundable fee.

SUBSCRIBER shall make timely payments to Clerk in amounts not less than \$10.00 per month, associated with use of the Clerk's CASWEB, which shall cover the costs of accessing Court Record images via the Internet (See Exhibit A). At the termination of this Agreement, **SUBSCRIBER** shall be entitled to the return of all unused monies deposited with **CLERK** in the **SUBSCRIBER'S** escrow account.

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

ARTICLE 8: LIMITATION OF LIABILITY

SUBSCRIBER hereby relieves and releases **CLERK**, her 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**, her 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**, her 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 accrued, except that an action for nonpayment may be brought at any time permitted by law.

IN NO EVENT SHALL **CLERK**, HER 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. The information or data accessed by **SUBSCRIBER** may or may not be the official governmental record required by law. 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**, her employees and agents.

ARTICLE 9: WARRANTIES

NEITHER CLERK, HER EMPLOYEES NOR AGENTS EXPRESSLY OR IMPLIEDLY 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 therefrom shall in all respects be governed by and interpreted in accordance with the applicable laws of the State of Florida, and venue for any action shall be Charlotte 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 the CASWEB Subscription Service provided under this Agreement. In the event immediate termination is required, notification to **SUBSCRIBER** will be by facsimile transmission or via telephone contact followed up by written confirmation.

Upon termination of this Agreement, the CASWEB Subscription Service providing access to Court Record electronic images to **SUBSCRIBER** will cease.

CLERK may terminate this Agreement immediately if for any reason the CASWEB Subscription Service program is terminated. In the event immediate termination is required notification will be by facsimile transmission or 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 of 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__.

Barbara T. Scott,
Clerk of the Circuit Court,
Charlotte County, Florida

Before me this ____ day of _____, 20__, a Deputy Clerk in and for Charlotte County, Florida, personally appeared **BARBARA T. SCOTT**, known to me to be the person who executed the CASWEB Subscription Agreement and acknowledged to me that she executed the same for the purposes therein stated; that she executed the same as her free act and deed and stated that the facts contained therein are true and correct to the best of her knowledge, information and belief.

Deputy Clerk

Subscriber's Signature

By: _____

Title: _____

STATE OF _____)

) SS

COUNTY OF _____)

Subscribed and sworn to before me 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 CASWEB 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" (Page 1 of 2)

EFFECTIVE DATE

This Agreement Commences on Month:		Day:		Year:	
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CONTACT INFORMATION

This contact information includes the addresses to which all required written correspondence between the parties shall be mailed, in accordance with Articles 14 & 15.

FOR CLERK	FOR SUBSCRIBER
<p>MAIL YOUR COMPLETED FORM AND PAYMENT TO:</p> <p>Barbara T. Scott, Clerk of Court</p> <p>CASWEB Subscription Services 350 East Marion Avenue Punta Gorda, FL 33950</p> <p>If you have any questions, please email us at: casweb@co.charlotte.fl.us</p>	<p>Name: _____</p> <p>Title: _____</p> <p><i>Individual signing Agreement as SUBSCRIBER</i></p> <p>D/B/A: _____</p> <p>Address: _____ _____</p> <p>City/St/Zip: _____</p> <p>Phone: (____) ____ - _____</p> <p>Fax: (____) ____ - _____</p> <p>E-Mail: _____</p>

USERS AUTHORIZED UNDER SUBSCRIBER'S SERVICE AGREEMENT

SUBSCRIBER: List the name of each individual for which you are authorizing access to CASWEB records under the terms of your Subscription Service Agreement. Each user will be issued a unique login id and password, and all monthly transactions for these users will be tallied with Subscriber's transactions in a single invoice. You are responsible for ensuring that each user only has knowledge of his individual login id and password. You must notify the Clerk immediately upon termination of privileges of any of these users so that CASWEB can disable the user's login. Please put any additional users on a separate sheet of paper.

User Name	Phone Number	Fax Number	Email Address

**DESCRIPTION OF ELECTRONIC RECORDS TO WHICH THIS AGREEMENT AUTHORIZES
SUBSCRIBER INTERNET ACCESS**

Charlotte County Court Records for Criminal Court including Dockets and Bench Warrants, Civil Traffic Court, Civil Circuit Court including Probate, County Civil and Small Claims; and, Images of documents in the Court Records case files where the document image exists in electronic case file format; and, Function to enable **SUBSCRIBER** to print out copy *non-certified* copies of said images.

Internet access to CASWEB **SUBSCRIBERS** is limited to the search of only those records that exist in electronically imaged format, and to the information to which the **SUBSCRIBER** is privileged to view according to Florida Statute and case law.

Neither **CLERK**, her employees nor agents expressly or impliedly warrant that the information or data accessed by **SUBSCRIBER** is accurate or correct, or that an electronic image exists for every document in custodianship of **CLERK**. There are no expressed or implied warranties in connection with the Service.

Monthly invoices will be calculated by number of transactions (lookups)

Number of Transactions	Cost Per Transaction	Range Of Charges	Minimum Monthly Charge
0 – 200	\$0.15	\$10.00 - \$30.00	\$10.00
201 – 500	\$0.12	\$25.00 - \$60.00	–
501 +	\$0.09	\$50.00 +	–

INITIAL PAYMENT

Initial Escrow Deposit: **\$ 150.00**

Initial Setup Fee (Non-Refundable): **\$ 36.00**

Total Amount of Initial Payment To Be Mailed with Agreement: \$ 186.00

***UPON RECEIPT OF YOUR PAYMENT, A PASSWORD WILL BE FURNISHED
AND YOU WILL THEN BE ABLE TO ACCESS THE SYSTEM***