

**SECURE REMOTE ACCESS (SRA)
SUBSCRIBER AGREEMENT
PULASKI COUNTY CIRCUIT COURT DOCUMENTS**

This Agreement (“Agreement”) is entered into this _____ day of _____, 2024, by and between the Pulaski County Circuit Court Clerk’s Office (Clerk’s Office) and _____ (Subscriber).

1. Term of Agreement

It is the intent of both parties to participate in a remote access program to commence on the day the User ID and Password are assigned and continue until terminated as provided herein.

2. Subscriber Options

The Clerk provides an on-line database allowing “inquiry-only” access to the particular court's indices and/or documents.

3. Days and Hours of Operation

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

- a. Of preventative and remedial maintenance
- b. Of operational issues beyond the control of the Clerk
- c. When intrusions against security are being remedied
- d. Natural disasters or other acts of nature

4. Fees

The fee for **each** subscriber is \$600.00 per year beginning January 1, 2024. Other terms are available. All Deed Books and Will Books are scanned and available for access through SRA.

Additional fees are charged at the discretion of the Clerk. If an additional fee is charged, payment is due upon the issuance of the User ID and Password. The transactional fee is due upon receipt. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change.

5. Services

The Clerk, deputies, employees or agents shall provide the Subscriber with “inquiry-only” access to the documents management system database (the Database).

The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise during the use of the website. The Clerk 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 their existing equipment that are necessary for accessing the Database.
- b. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's computer. Information accessed from the Database is for the use of the Subscriber. *{Unauthorized personnel, for the purposes of this contract shall be any person whom the Clerk's Office has not granted Subscriber's account for any reason. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one Username login for one Subscriber.}*
- c. Information accessed from the database shall not be sold, distributed, and posted on a third-party website or misused in any way. Such misuse shall result in immediate termination of access. The information or data accessed by the SRA Subscriber may only be used by the Subscriber. The information or data accessed by the SRA Subscriber shall not be sold, distributed, or otherwise made available to others, or otherwise misused in any way, specifically including but not limited to any posting of such information or data on the internet. Any misuse of the information or data accessed by the SRA Subscriber shall result in immediate termination of access.

7. Limitation of Liability

- a. It is acknowledged by the Subscriber that the County of Pulaski and its Board of Supervisors, employees or agents, volunteers or servants, are not a party to the Agreement and that the County of Pulaski shall incur no liability hereunder.
- b. The Subscriber relieves and releases all of the following: (1) the Clerk's Office and its Clerk, deputy clerks, employees or agents, (2) the County Board of Supervisors, officers and their deputies, employees and agents, (3) the Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents:
 - i. from liability for any and all damages resulting from interruption of service of any kind, and
 - ii. from liability for any and all damages resulting from incorrect data, or any other misinformation accessed from this service, and
 - iii. from liability for any and all damages resulting from a claim of negligence or lost profits resulting from any claim or demand against the Subscriber by any other party, and
 - iv. from liability for any consequential damages even if any of the aforementioned releasees have been advised of the possibility of such damages.
- c. The information or data accessed by Subscribers may not be the official government record required by law. In order to assure the accuracy of the data or information, Subscribers should consult the official government record.

- d. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court of Pulaski 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 any dispute arising therefrom, 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 relating to or arising out of this Agreement shall be maintained in an appropriate court of competent jurisdiction in the County of Pulaski, Virginia.

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. 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.

13. Termination

- a. Either party may terminate this agreement without cause within fifteen (15) days written notice to the other. The Subscriber remains responsible for payment of fees for services rendered or obligations incurred.
- b. This agreement may be terminated immediately by the Clerk for Subscriber's failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.
- c. This agreement shall terminate immediately if the Commonwealth of Virginia or the County of Pulaski fail to appropriate and continue funding for services provided under this agreement.
- d. Prepaid subscription fees are not eligible for pro rata reimbursement in the event of Subscriber breach, including but not limited to violations of Sections 6 or 8.

Reimbursements are eligible for the first calendar month with zero use following notice of termination.

14. Definitions

- a. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
- b. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- c. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website. **Only persons or companies who have a license to operate a business in Virginia will be approved as a Subscriber.** If a business or nonprofit 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 a User ID and Password from the clerk. However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the circuit court for the fees and the proper use of the website pursuant to the Subscriber Agreement.
- d. "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.

15. Application

The application must be mailed to and approved by the Clerk's office before the User ID and Password will be issued. **A copy of Subscribers picture ID must be submitted with application.**

I have read the Subscriber Agreement for SRA access and agree to the terms and conditions as stated.

SIGNATURE _____ **DATE:** _____

SRA SUBSCRIBER APPLICATION

APPLICATION FOR SECURE REMOTE INTERNET ACCESS TO RECORDS FOR
PULASKI COUNTY CIRCUIT COURT CLERK'S OFFICE
SPENCER A. RYGAS, CLERK
45 THIRD STREET N.W. SUITE 101 / PULASKI, VA 24301 / 540-980-7825

The approval of this application is at the Clerk of the Pulaski County Circuit Court's discretion. By signing this application, the Subscriber acknowledges and accepts the terms and conditions of the Subscriber Agreement for Internet Access to Circuit Court Documents as incorporated by reference herein. **Only persons or companies who have a license to operate a business in Virginia will be approved as a Subscriber.**

SUBSCRIBER:

CORPORATE NAME: _____

INDIVIDUAL'S NAME (LAST, FIRST): _____

BUSINESS NAME (if applicable) _____

STREET ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

EMAIL ADDRESS _____

UNITED STATES CITIZEN? YES OR NO (Please circle one)

I certify that the information above is true and correct.

SIGNATURE _____

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

Notary Public, County of _____

Name, Typed or Printed: _____

My Commission Expires: _____

Notary Phone Number: _____

For use by Circuit Court Clerk's Office only

SUBSCRIBER ID _____

PASSWORD _____

EXPIRATION DATE _____