

SECURE REMOTE ACCESS TO LAND RECORDS

STAUNTON CIRCUIT COURT

Effective July 1, 2008, all land record images and indexes that are now available by computer in this office will be available on-line through a secure remote access system. The cost will be \$420 per year (\$35/month) per user, payable in advance. Each user must submit an application and sign a user agreement.

Within a short time, images of deeds and indexes back to 1802 will be available by computer.

APPLICATION FOR SECURE REMOTE ACCESS TO RECORDS
MANAGEMENT SYSTEM

The Clerk of the Circuit Court has the authority to approve or deny approval of this Application. By signing this Application, the Subscriber acknowledges and accepts the terms and conditions of the *Subscription Agreement for Secure Remote Access to Land Records by Electronic Means* as incorporated by reference herein.

SUBSCRIBER'S NAME: (First, Middle, Last) _____

BUSINESS ENTITY NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

Unique Identifier of Subscriber: _____

(Such as DMV control number, or some other unique identifier established by the clerk)

I certify that the information above is true and correct.

SIGNATURE

COMMONWEALTH/STATE OF _____

Subscribed and sworn to before me this ____ day of _____, 20__, by

My Commission Expires: _____

NOTARY PUBLIC

Virginia Notary Registration #: _____

[AFFIX SEAL]

For use by Circuit Court Clerk's Office only:

SUBSCRIBER ID _____

PASSWORD _____

EXPIRATION DATE _____

SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO LAND RECORDS

1. TERM OF AGREEMENT.

It is the intent of this Agreement that Subscriber will be authorized to use the Clerk of the Circuit Court's (the "Clerk") networks or systems for secure remote access to land records maintained by the Clerk, established pursuant to the *Code of Virginia*. The term of this Agreement shall commence on the day the User ID and Password are assigned and continue thereafter on an annual basis, unless otherwise terminated as provided herein. The term of this Agreement shall automatically renew upon the same terms and conditions, unless either party provides written or electronic notice of cancellation of this Agreement at least 30 days prior to the expiration of any term of this Agreement.

2. LEGAL AUTHORITY.

The Clerk provides secure remote access to land records pursuant to Section 17.1-294 of the *Code of Virginia* and the Standards for Secure Remote Access developed by the Virginia Information Technologies Agency.

3. DAYS AND HOURS OF OPERATION.

Secure remote access to land records of the Clerk may be available seven days a week, twenty-four hours a day, including holidays, or otherwise on a schedule of specific hours of operation as posted electronically by the Clerk. However, the Clerk shall not be liable for any interruption of service for any reason including but not limited to periods during which preventative and remedial maintenance, or networks or systems upgrades, are being performed, times when there are operational issues in the networks or systems, or times when the Clerk or its designated application service provider are addressing security of the networks or systems.

4. FEES.

The fee for the Subscriber is \$420.00 per year (the "Subscriber Fee") due on or before the first day of the subscription period. The Subscriber Fee provides the Subscriber access to the networks or systems for secure remote access to land records. The payment terms for payment of the Subscriber Fee may be posted electronically by the clerk. The Clerk reserves the right to terminate service to the Subscriber if payment is not received on or before the date it is due. All fees are subject to change upon written notice or electronic notice posted on the networks or systems.

5. SUBSCRIBER'S OBLIGATIONS.

The Subscriber shall comply with the provisions of Section 17.1-294 of the *Code of Virginia* and the Standards for Secure Remote Access developed by the Virginia Information Technologies Agency. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's computer and, in accordance therewith, for protection of the privacy of persons whose information is obtained pursuant to this Agreement.

6. LIMITATION OF LIABILITY.

The Subscriber hereby releases the Clerk from, and covenants not to sue the Clerk with respect to, any and all claims of any kind whatsoever arising out of this Agreement. Further, the Subscriber agrees to indemnify, defend and hold harmless the Clerk from any claim of any kind whatsoever arising out of this Agreement.

7. TERMINATION.

Either party may terminate this Agreement at the end of any term hereof, without cause, by giving at least thirty (30) days prior written or electronic notice to the other party. Subscriber shall be responsible for payment of the Subscriber Fees through the end of the term of this Agreement.

This Agreement may be immediately terminated by the Clerk for the failure of the Subscriber or any employee of the Subscriber to comply with the terms of this Agreement, or Virginia law, or for providing any false or incomplete information on the Application.

8. DEFINITIONS.

For purposes of this Agreement, the following terms shall be as defined below:

1. "Public access" means a non-governmental individual or entity that is a subscriber pursuant to a fully executed subscriber agreement can have secure remote access to land records maintained by the Clerk of the Circuit Court or its designated application service providers.
2. "Secure remote access" means public access including access by governmental agencies by electronic means on a network or system to land records maintained by the clerk of the circuit court or the clerk's designated application service providers, in compliance with the Secure Remote Access Standard developed by the Virginia Information Technologies Agency.
3. "Subscriber" means any person who has entered into a subscription agreement with the clerk of a circuit court authorizing the subscriber to have

secure remote access to land records maintained by the clerk. If the subscriber is an entity with more than one person who will use the network or system to land records maintained by the clerk, each individual user shall execute a subscriber agreement and obtain a separate "User ID" and "Password" from the clerk. The subscriber is responsible for the fees due to the clerk under Title 17.1 of the proper use of the secure remote access system pursuant to the subscriber agreement, applicable Virginia law and the VITA Standards for Secure Remote Access.

4. "Land records" means any writing authorized by law to be recorded on paper or in electronic format that the clerk records affecting title to real property, including but not limited to instruments, orders, or any other writings recorded under this title, Article 5 (§ 8.01-446 et seq.) of Chapter 17 of Title 8.01, Title 8.9A and Chapter 6 (§ 55-106 et seq.) of Title 55.

9. APPLICATION.

Pursuant to *Code of Virginia and the VITA Standards for Secure Remote Access*, an application must be submitted to the Clerk of approval by the individual or business entity who will be the Subscriber. The Application must be approved by the Clerk before the User ID and Password will be issued, in accordance with the VITA Standards for Secure Remote Access.

Clerk of the Circuit Court of _____

By: _____

(Name of Clerk of Deputy Clerk)

Subscriber: _____

(Name of Subscriber)

By: _____

(Name of Individual or Authorized Signer for Business Entity)

COMMONWEALTH/STATE OF _____:

Subscribed and sworn to before me this ____ day of _____, 20__, by

My Commission Expires: _____

NOTARY PUBLIC

Virginia Notary Registration #: _____

[AFFIX SEAL]