

**SUBSCRIBER SITE AGREEMENT FOR
ACCESS TO SECURED ACCESS WEBSITE
BETWEEN
BETTY STRIFLER
Clerk of the Circuit Court
Citrus County, Florida**

And

“Subscriber”

For the purpose of providing the Subscriber with electronic access to information which is in accordance with Florida law and cannot otherwise be made publicly available on the Clerk’s website and which is received and/or created by the Clerk in performance of statutory duties.

I. PERIOD OF AGREEMENT

This Agreement will remain in force until cancelled in writing by either party. The written cancellation notice must be received at least 15 days prior to the actual cancellation date. Written amendments relative to various aspects of the Agreement may be required from time to time and the Subscriber will have the option of accepting amendment conditions or terminating the Agreement. In the event that the Subscriber terminates this Agreement prior to the end of the Agreement period, the Subscriber understands that the Clerk will not refund any balance of the payment made as specified in SECTION III. RATES. 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 public records from (1) unauthorized remote access, (2) alteration, or (3) disclosure or modification or exempted matters fail to exist or has been breached.

II. SCOPE OF AGREEMENT

Clerk and Subscriber agree that the scope of this Agreement shall be to access electronic records in the Clerk’s Court Records and Official Records which includes records that are prohibited by Florida Law from being accessed from the Clerk’s publicly available Internet website and which are not otherwise completely prohibited from public view by Florida Law or Rules of Court.

III. RATES

Rates are based upon a semi-annual period and will be prorated to the next semi-annual period (April 1st or October 1st). There is a non-refundable initial subscription fee of \$50.00, plus one of the following rates, depending upon number of users:

- a. \$60.00 per user for up to 4 users.
- b. \$350.00 for 5-9 users.
- c. \$600.00 for 10-25
- d. \$600.00 plus \$6.00 for each additional user above 25.

Subscriber shall make timely advanced semi-annual payments to the Clerk in the applicable amount, with payments due on or before April 1st and October 1st of each calendar year, which shall cover the costs of accessing the Secured Access Website.

In the event Subscriber does not pay the annual usage fee prior to the commencement of the new term, the Agreement shall be terminated. In the event services were terminated for failure to make timely payments the Subscriber must pay a \$50.00 initial subscription fee in addition to the annual fee to re-subscribe.

The Clerk retains the right to make rate adjustments at any time with 30 days written notice.

IV. SYSTEM AVAILABILITY AND EQUIPMENT/SOFTWARE REQUIREMENTS

- a. The Clerk will endeavor to provide access to the Secured Access website 24 hours/day, 7 days/week, except when the system is brought down for maintenance. Downtime notifications are provided when a Subscriber, or the general public, access the Clerk's homepage, usually within 24 hours of the planned downtime. However, site access may be interrupted without notice during periods of remedial maintenance, as may be required. The Clerk assumes no responsibility for system downtime during hours of availability. The Subscriber is hereby made aware that the system may be unavailable at the option of the Clerk.
- b. The Subscriber is responsible for Subscriber site equipment. Clients will need to secure their own Internet access account with an Internet Service Provider.

V. GENERAL

The Clerk does not imply or expressly warrant that the information accessed by the Subscriber is accurate or correct. The Clerk shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any amendments or attachments thereto. In no event shall the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Subscriber's use or application of the information accessed as a result of this Agreement using the system. Subscriber releases Clerk, Clerk employees and agents from liability of any and all damages resulting from interrupted service of any kind.

VI. SYSTEM SECURITY

Subscriber is responsible for ensuring that its location or its terminal is not used by unauthorized users to access information from the Clerk's Secured Access Website. Unauthorized users for the purposes of the 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 List by submitting amendment in writing to Clerk. Clerk will revoke and issue login ID and password upon receipt of Subscriber's request to amend the Authorized User List.

VII. GOVERNING LAW

This Agreement, or any dispute arising therefrom, shall be governed and interpreted in accordance with the applicable laws of the State of Florida. Venue for any action shall be Citrus County, Florida.

VIII. 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.

IX. AUTHORIZED SIGNATURES

(Please check one):

() Private Entity

() Government Entity

Subscriber's Signature

Date

Printed Signature (as signed above)

Title

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,

by _____.

Notary Signature

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

Secured Access Website Administrator

Date

Printed Name (as signed above)

Title

Check Amount:	Check Received by:
Check Number:	Date Received:

**EXHIBIT A
USERS AUTHORIZED UNDER SUBSCRIBER'S SERVICE AGREEMENT**

Main Subscriber Contact Information:

E-mail Address: _____

Name

Title

Company or Agency Name

Telephone

Mailing Address

Fax

City, State and Zip Code

Subscriber: List the name of each individual for which you are authorizing access to the Clerk's Secured Access Website under the terms of your Subscriber Site Agreement. Each user will be issued a unique login id and password. You are responsible for ensuring that each user only has knowledge of his/her individual login id and password. **You must notify the Clerk immediately upon termination of privileges of any of these users so that the Clerk can disable the user's login.**

Please put any additional users on a separate sheet.

User	User's Name	Official Records?	Court Records?	E-mail Address
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				