

Office Use Only

Approved/Denied _____
Activated/Renewed: _____
Subscription term: _____ to _____

**Application for Secure Remote Access
Montgomery Circuit Court Clerk’s Office**

Business Subscriber Application

Application is hereby made for access to the Secure Remote Access site of the Montgomery Circuit Court Clerk’s Office. The approval of this Application is at the discretion of the Circuit Court Clerk.

Business Name: _____

Authorized Representative¹: _____
Name/Title

Physical Address: _____
(PO Boxes not acceptable)

Mailing Address: _____

E-mail Address: _____

Phone Number: _____

By signing the Application, the Subscriber acknowledges and accepts the terms and conditions of the Montgomery Circuit Court Clerk’s Office’s Business Subscriber Agreement for Secure Remote Access.

Signature: _____

I certify that the information above and the attachment (list of users) are true and correct.

State/Commonwealth of: _____ City/County of: _____

I, _____, do hereby certify that on this _____ day of
(Name of Notary/Deputy Clerk)
_____, 20____, _____ personally appeared before me and
(Name of Applicant/Subscriber)

swore and acknowledged that the statements contained herein are true and correct.

My commission expires: _____
Notary Public/Deputy Clerk

Notary’s phone number: _____

Notary’s registration number and seal (required for VA notaries): _____

¹ A list of individual users will need to be completed on the next page.

**Application for Secure Remote Access
Montgomery Circuit Court Clerk's Office**

Business Subscriber Application - Attachment Listing Individual Users

Business Name: _____

Primary Contact for Clerk's Office: _____

Primary Contact Phone Number: _____

Primary Contact E-mail Address: _____

Virginia State Corporation Commission Number: _____

List of Authorized Users Requested:	E-mail Address:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Users listed above must complete an Individual Application and Agreement.

Requests that user names be transferred to another user within the organization (e.g., upon employee terminations) shall be made directly in writing to the Clerk's Office. An Individual Application and Subscriber Agreement must be completed and submitted for the new user.

**** A nonresident entity (i.e., a business not based in Virginia) must demonstrate that such entity is authorized to do business in Virginia and is in good standing with the State Corporation Commission or other applicable state or federal regulatory agency. Please attach a certificate from the State Corporation Commission attesting your business' authority in the Commonwealth of Virginia. ****

**Business Subscriber Agreement for Secure Remote Access
Montgomery Circuit Court Clerk’s Office**

Business Subscriber

This Agreement (“Agreement”) is made by and between the Montgomery Circuit Court Clerk (hereinafter “Clerk”) and _____,
(Authorized Business Representative), hereinafter “Subscriber”), on behalf of _____,
_____, (Business Name), effective as provided herein. The purpose of this Agreement is to set out the terms and conditions upon which Subscriber may use the secure remote access technology offered by the Clerk, hereinafter referred to as the “System” or “SRA site.”

Terms and Conditions of Agreement

1. Term of the Agreement

The term of this Agreement shall be one year (12 months) and shall commence on the day user name(s) and password(s) are activated. This Agreement will be automatically renewed for subsequent one year (12 months) terms. Failure to pay the applicable subscription fee will result in the agreement being terminated.

2. Method of Access

Each prospective user under the employment of the Business Subscriber shall complete an Individual Subscriber Application. Upon approval and payment of applicable fees, the employee’s unique user name and password will be activated. Once activated, this user name and password will be entered on the first page of the SRA site in order to obtain access thereto.

3. Subscription Option(s)

Upon approval of the Agreement, the Clerk shall provide access to digital index and image land record data. The data provided under this Agreement is listed in Attachment A to this document (“Indexing and Imaging Data Available on the Montgomery Circuit Court Clerk’s Office’s Secure Remote Access Site”). The Clerk reserves the right to modify and update the data made available on the SRA site.

Data and/or images accessed through the SRA site do not constitute the official governmental record. The official records of the Montgomery County Circuit Court Clerk are located at the Montgomery County Circuit Court Clerk's Office. The Clerk and/or her deputies can provide certified copies of documents maintained in the Clerk’s Office only.

4. Days and Hours of Operation

The Subscriber and/or its authorized users shall have access to the data on the SRA site seven days a week and twenty four hours per day, with the following exceptions:

- The site may be unavailable for normal maintenance;
- The site may be unavailable for remedial maintenance;
- The site may be unavailable due to network or power failures beyond the control of the Clerk's Office or its service provider; and
- The site may be temporarily unavailable to address security concerns.

5. Fees and Billing

The fee for access to the SRA site is \$600.00 per year per authorized user. Payment may be made in advance for periods as short as one month and as long as one year. Payments will be made directly to the "Montgomery Circuit Court Clerk".

User accounts are activated upon payment being processed and the funds being received into the Clerk's bank account. User names and passwords shall expire at the end of the paid period. The Business Subscriber remains responsible for payment of all required subscription fees. It is the Subscriber's responsibility to pay for the next term in advance, and submit such updated information as required by the Clerk. **The Clerk's Office will not send expiration notices or bills to Subscribers.** However, the site will attempt to warn as the user's account gets close to expiration so that the user may pay the renewal fee prior to expiration to avoid any interruption in access. If the site is unavailable due to any of the reasons outlined in Section 4 above, no refund or credit will be provided for the time the system is not available to the Subscriber. However, if the Clerk discontinues the SRA site due to changes in Virginia law, the Clerk will refund the unused portion of fees paid on a pro rata basis, using time remaining on the existing annual Agreement to determine the refund amount.

6. Services

- The Clerk or her agents/deputies will provide authorized users with inquiry only access to an on-line database system containing data as described in Attachment A.
- The Clerk or her deputies and/or agents will assume responsibility for providing authorized users with limited consultation, via phone or e-mail, on specific problems that arise in the use of the system. The Clerk's Office neither guarantees consultation results nor warrants or represents that all errors or problems will be corrected.

7. Subscriber's Obligations

- It is the responsibility of the Subscriber and/or its authorized users to purchase such computer hardware and software and/or make any modifications to their existing equipment in order to access and use the system.
- The Business Subscriber is responsible for ensuring that its location and/or computers, or those of its authorized users, are not utilized to access information from the SRA site by unauthorized users. For the purpose of this Agreement, unauthorized users shall be construed as any person or entity other than the Subscriber or its authorized users/employees who have executed an Individual Subscriber Agreement.
- **Subscriber agrees that user names and passwords are issued for one individual only and cannot be shared with or used by any other person. Subscriber understands that access may be revoked if user names/passwords are shared or are compromised due to negligence of the Subscriber or any of its employees.**
- In the event the Business Subscriber wishes to add, remove, or substitute an existing authorized user, Subscriber must submit a request in writing to the Clerk's office. The new individual will also need to complete the individual application.
- Subscriber is responsible for ensuring that use of the SRA site by its authorized users/employees is conducted in a proper and legal manner. The Subscriber hereby further accepts full responsibility for any actions of its authorized users/employees who may be physically located outside the United States. If Subscriber or one of its authorized users/employees is convicted of a crime including, but not limited to, a violation of the Virginia Computer Crimes Act (§ 18.2-152.1 *et seq.* of the *Code of Virginia*), arising out of use of the SRA site, such conviction shall constitute a material breach of this Agreement, and the Clerk shall have the immediate right to terminate this Agreement. Nothing contained herein shall be construed as prohibiting the Clerk from pursuing any other remedy available to her for such breach. Should this Agreement be terminated due to material breach of the Agreement, any unused portion of fees paid will not be refunded.
- Information accessed from the database shall not be sold, distributed, posted on a third party website or misused in any way. Such misuse shall result in immediate termination of access.
- Subscriber (if a non-governmental entity and not based in Virginia) shall attach a certificate from the State Corporation Commission attesting to the Subscriber's

authority to conduct business in the Commonwealth of Virginia. If Subscriber's authority to conduct business in the Commonwealth of Virginia is terminated during the term of this Agreement, Subscriber agrees to notify the Montgomery Circuit Court Clerk in writing within two (2) business days.

- Subscriber acknowledges compliance with *Code of Virginia* § 17.1-293 (H), which, as of the revision date of this Agreement, reads as follows:
 - *Nothing in this section shall be construed to permit any data accessed by secure remote access to be sold or posted on any other website or in any way redistributed to any third party, and the clerk, in his discretion, may deny secure remote access to ensure compliance with these provisions. However, the data accessed by secure remote access may be included in products or services provided to a third party of the subscriber provided that (i) such data is not made available to the general public and (ii) the subscriber maintains administrative, technical, and security safeguards to protect the confidentiality, integrity, and limited availability of the data.*

8. Limitation of Liability

- Subscriber hereby releases, indemnifies and holds harmless the Clerk, her employees, volunteers or agents from liability for any and all damages, claims, losses or expenses (including attorney fees) arising or resulting from this Agreement and the use of the SRA site.
- Subscriber acknowledges that the political subdivision of the County of Montgomery and its officials, employees, volunteers, and agents are not a party to the Clerk's execution of this Agreement and that they shall incur no liability hereunder.
- This Agreement creates no rights or privileges that are enforceable by any individual or entity not a party to this Agreement.
- Subscriber acknowledges and agrees that the information or data accessed by Subscriber on the SRA site is not the official governmental record and it is the responsibility of the Subscriber and/or its authorized users/employees to assure accuracy through examination of the official governmental records which reside in the Circuit Court Clerk's Office.
- Nothing in this Agreement shall be construed as a waiver of the sovereign, governmental or other immunity of the Clerk of the Circuit Court or her employees, volunteers, or agents.

9. WARRANTIES

SUBSCRIBER HEREBY ACKNOWLEDGES THAT THE CLERK, HER EMPLOYEES, VOLUNTEERS AND AGENTS DO NOT IN ANY WAY REPRESENT OR WARRANT THAT THE INFORMATION OR DATA ACCESSED BY SUBSCRIBER ON THE SRA SITE IS ACCURATE OR CORRECT. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION WITH THIS SERVICE.

10. Assignment

Subscriber and/or its authorized users/employees agree not to assign any right or interest in this Agreement. Any attempt to transfer any of the rights, duties or obligations of this Agreement shall render this Agreement null and void.

- **Separation from Employment of an Authorized User.** Business Subscribers shall immediately notify the Clerk in writing when an authorized user/employee separates from employment. The user name and password of the separating authorized user/employee will be terminated. At such time that an Individual Subscriber Agreement for a different employee is submitted and approved, the new user will be treated as a substitute for purposes of the duration of the existing Agreement and a unique user name and password will be activated. The term of use for the substitute user will be commensurate with the term of the separated user.

11. Governing Law/Venue

This Agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable laws of the Commonwealth of Virginia, regardless of where the Agreement was 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 arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Montgomery.

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.

13. Redaction

To the extent possible and pursuant to Virginia law, the Clerk has redacted social security numbers from the images contained on the SRA site. In addition, if required or allowed by Virginia statute, the Clerk may employ other methods for redacting personal and otherwise sensitive information from the index or imaging data on the SRA site.

14. Security Standards and Statutory Requirements

This Agreement and the SRA site are governed by Virginia law and the Secure Remote Access Standards issued by the Virginia Information Technologies Agency (VITA). Such laws and standards are subject to change and such changes may or may not impact the type of data provided on the SRA site and/or the method by which data is provided.

15. Attachments

The attachments referred to in the body of this Agreement are an integral part of this Agreement and reference to this Agreement shall be deemed to include any and all attachments. All approved Applications shall become a part of this Agreement as well.

16. Notice

Any notice or written communications 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.

17. Termination

- This Agreement may be terminated by the Clerk without cause. If so terminated, the Clerk may refund a pro rata share of the Subscriber's fee.
- This Agreement may be terminated by the Clerk or her agents for Subscriber's failure to comply with the terms of this Agreement, failure to pay fees, or any other breach of the Agreement. No refund of fees will be given if terminated for these reasons.
- This Agreement shall be terminated immediately if funding for this system is withdrawn for any reason. Subscriber acknowledges that the Clerk has no control over the amount of appropriations, if any, which may be provided by any governmental entity for the continuation of this system and the services under this Agreement.
- This Agreement may be terminated as otherwise specified.

18. **Severability**

If any provision (or part thereof) of this Agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

19. **Definitions**

- "Secure remote access" means public access 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 Standards developed by the Virginia Information Technologies Agency.
- "Subscriber" means any person who has entered into a subscriber agreement with the clerk of the circuit court authorizing the subscriber to have secure remote access to land records maintained by the clerk or the clerk's designated application services providers. If the subscriber is an entity with more than one person who will use the network or system to access land records maintained by the clerk, or the clerk's designated application services providers, 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 under this title and the proper use of the secure remote access system pursuant to the subscriber agreement, applicable Virginia law, and Secure Remote Access Standards developed by the Virginia Information Technologies Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

Subscriber

Montgomery County Circuit Court

By: _____
Signature

By: _____
Tiffany M. Couch, Clerk

Printed or typed name

Date

Title

Business Name

Date

Attachment A

Indexing and Imaging Data Available on the Montgomery Circuit Court Clerk's Office's Secure Remote Access Site

INDEXING and IMAGING

Land Record Indexing Data:

- Computerized Indexing Database: January 3, 1966 to current
- Imaging data from January 3, 1966 to current
- Scanned Index books from 1773-1966

Wills Indexing Data:

- Computerized Indexing Database: January 2, 1993 to current
- Imaging data from 1797 to current
- Scanned Index books from 1773-1993

Judgment Indexing Data:

- Computerized Indexing Database: January 2, 1979 to current
- Imaging data from January 1, 1997 to current

Fiduciary Account Indexing Data:

- Computerized Indexing Database: April 5, 2002 to current
- Imaging data from December 22, 1999 to current

Financing Statement (UCC) Indexing Data:

- Computerized Indexing Database: September 14, 1993 to current
- Imaging data from April 24, 2002 to current

Highway Right of Way Maps:

- Imaging data for books 1-15 (current book)

From time to time, the Clerk will add additional conversion projects to the SRA site. These will include both scanned index and image records.