

**REGISTRATION AGREEMENT TO ACCESS COURT
RECORDS/REPORTS ONLINE**

LEON COUNTY CLERK OF THE CIRCUIT COURT & COMPTROLLER (“CLERK”)

*User Name:				
*E-mail Address				
*Address				
*City/State/Zip				
*Phone		Alt. Phone		
Name of Business Entity for officers, owners or employees:				
*Bar Number for Attorneys		*Required		

1. This agreement is to provide the User with electronic access to court records/reports that do not contain sealed, expunged or confidential (under state and federal law) data, and that is provided on the Clerk’s website, <http://cvweb.clerk.leon.fl.us/reports/login.asp>.
2. The User affirms the contact and other information above is correct.
3. **Clerk Responsibilities**
 - a. The Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
 - b. The Clerk will notify the User of a unique login ID and password, with directions on how to change the password and a unique PIN. Contact 850-606-4073 for help with the site.
 - c. The Clerk will maintain and modify the site as required by law.
4. **User Responsibilities**
 - a. To ensure that only the User has knowledge of the assigned login ID and password.
 - b. To prohibit any person or entity other than the User from accessing the site.
 - c. To immediately purge confidential data, if inadvertently provided by the Clerk, when notified by the Clerk.
 - d. To immediately notify the Clerk if the User discovers that the assigned password is known by another person, whether used or

not, so the existing login ID may be deactivated and replacement login information issued.

- e. To provide updated contact information which, when submitted, is incorporated by reference in this agreement.
- f. To not use or permit others to use the information obtained from this site for commercial or resale purposes and that all activity on this site will be tracked and monitored by the Clerk to enforce this provision.
- g. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.
- h. To pay a monthly rate of \$25 or \$50 as advised by the Clerk. The rate depends on the number of reports and amount of data requested; if historical data is requested, an additional \$200 per year. These fees do not include programming time that will be billed at \$75 per hour if a new or revised report is requested by the User.

5. Limitations of Liability

- a. The User releases the Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (1) interrupted service of any kind; (2) the User's equipment; and (3) use of electronic court records.
 - b. Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or the Clerk's employees and agents or of the User's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or the User as set forth in section 768.28(5), Florida Statutes.
6. This Agreement, regardless of where actually accepted or delivered, is deemed to have been accepted and delivered by the parties in the State of Florida and any dispute arising from it will be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement will be maintained in Leon County, Florida.
7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to clerk_judicial@leoncountyfl.gov.

8. Termination and Other Remedies

- a. If the User breaches the provisions in this Agreement, the Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity.
 - b. This Agreement will be terminated immediately if funding is withdrawn for any reason. The User acknowledges that the Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement.
9. If any part of this Agreement is found to be invalid, then it will have no effect, but the remaining provisions will continue in full force and effect.

Date: _____ State of _____
County of _____

User Signature

Sworn to and subscribed
before me on _____

Notary Public (Seal)

_____ Personally known or _____ produced identification _____