**APPLICATION FOR SECURE REMOTE ACCESS**

**TO THE AUGUSTA COUNTY RECORDS MANAGEMENT SYSTEM**

The Clerk of the Circuit Court of Augusta County 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:** Click here to enter text.

**BUSINESS NAME:** Click here to enter text.

**STREET ADDRESS:** Click here to enter text.

**MAILING ADDRESS:** Click here to enter text.

**CITY/STATE/ZIP:** Click here to enter text.

**PHONE NUMBER:** Click here to enter text.

**OUT-OF-STATE BUSINESS/CORPORATION:**

**CERTIFICATE NUMBER ISSUED BY VIRGINIA STATE CORPORATION COMMISSION (VA. CODE SECTION 59.1-69)** Click here to enter text.

**IN-STATE BUSINESS/CORPORATION:**

**CERTIFICATE/BUSINESS NUMBER ISSUED BY VIRGINIA STATE CORPORATION COMMISSION OR LOCAL COMMISSIONER OF REVENUE**

Click here to enter text.

**EMAIL ADDRESS:** Click here to enter text.

**UNITED STATES CITIZEN Y N (check one)**

**FOUR (4) DIGIT UNIQUE IDENTIFIER OF SUBSCRIBER:** Click here to enter text. **(i.e.: last four digits of ssn, birthdate, etc.)**

**I CERTIFY THAT THE INFORMATION LISTED ABOVE IS TRUE AND CORRECT.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE**

**STATE OF VIRGINIA/COUNTY OR CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:**

**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**

**Registration/Commission #: \_\_\_\_\_\_\_\_\_My commission expires: \_\_\_\_\_\_\_**

**Printed name of Notary Public: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For use by Circuit Court Clerk’s Office only: SUBSCRIBER ID\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PASSWORD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_\_\_\_\_\_**

**SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO AUGUSTA COUNTY CIRCUIT COURT DOCUMENTS**

1. **SERVICES**

It is the intent of this Agreement to permit Subscriber with authorization for “inquiry-only” access to the Augusta County Circuit Court Clerk’s (the “Clerk”) system for secure remote access to land records maintained by the Clerk, as established pursuant to the **Code of Virginia.** The term of this Agreement shall commence on the date the User ID and Password are provided and shall renew upon the same terms and conditions

* 1. once the Subscriber provides written or electronic notice of his/her desire to continue with the SRA service and
  2. pays the required Subscriber fee.

1. **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.

1. **DAYS AND HOURS OF OPERATION.**

Secure remote access to land records of the Clerk may be available seven (7) days a week, twenty-four (24) hours per day, including holidays, or otherwise on a schedule of specific hours of operation as posted electronically by the Clerk, except during periods of:

1. Preventative and remedial maintenance
2. Operational issues beyond the control of the Clerk
3. Intrusions against security being remedied
4. **TERMS OF AGREEMENT**

This is an **Annual Agreement** with a yearly term. The term commences on the date executed below and ends 12 months later.

1. **FEES**

The fee for this **Annual Agreement** is $600.00 **per user** per year (the “Subscriber Fee”) due upon the issuance of the User ID and Password or on or before the first day of the renewal period. Fees are charged at the discretion of the Clerk. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. The Subscriber Fee provides the Subscriber access to Augusta County Circuit Court Clerk’s system for secure remote access to land records.

1. **SUBSCRIBER’S OBLIGATIONS**

The Subscriber shall comply with the provisions of Section 17.1-294 and 17.1-293 of the **Code of Virginia** and the Standards for Secure Remote Access developed by the Virginia Information Technologies Agency.

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 access to the Database.

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.

Information accessed from the Database is inquiry ONLY and solely for the use of the Subscriber. NO DOWNLOADS OF ANY KIND, INCLUDING BULK, ARE ALLOWED.

Subscriber attests that they have read, understand and will comply with **Virginia Code Section** 17.1-293 regarding the posting, selling and redistributing prohibitions and availability of certain information on the Internet; and any and all other laws of the Commonwealth of Virginia.

1. **LIMITATION OF LIABILITY**

The Subscriber relieves and releases the Clerk, deputy clerks, employees or agents, Logan Systems, Inc. from liability for:

a) any and all damages resulting from interrupted service of any kind

b) any and all damage resulting from incorrect data or any other misinformation accessed from this service

c) negligence or lost profits resulting from any claim or demand against the Subscriber by any other party

1. **TERMINATION**

This is an **Annual Agreement** that the Subscriber cannot terminate prior to the end of the contract term. The Clerk may terminate this agreement without notice, for any cause deemed sufficient by the Clerk, at the Clerk’s sole discretion. Termination by the Clerk constitutes an automatic forfeiture of all funds paid and due for the remainder of the Agreement term without recourse or set-off.

This Agreement may be immediately terminated by the Clerk for the Subscriber’s failure to provide correct or complete information on the application, failure to comply with the terms of this Agreement, failure to make payments of fees or breach of Agreement.

The Agreement shall terminate immediately if the Commonwealth of Virginia fails to appropriate and continue funding for services provided under this Agreement.

1. **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 land record documents on its website. If a business or non-profit 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 user shall execute a subscriber agreement and obtain a separate User ID and Password from the Clerk. The Corporate Subscriber and/or its employees are responsible for the fees due to the Clerk under Title 17.1 of the **Code of Virginia** 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.

e) “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, included but not limited to instruments, orders, or any other writings recorded under this title, Article 5 (Section 8.01-446 et seq.) of Chapter 17 of Title 8.01, Title 8.9A and Chapter 6 (Sec. 55-106 et seq.) of Title 55.

1. **APPLICATION**

Pursuant to **Virginia Code Section 2.2-3808.2**, an application must be completed. The application must be approved by the Clerk’s Office before the User ID and Password will be issued.

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**SUBSCRIBER’S SIGNATURE DATE**

**STATE OF VIRGINIA; COUNTY/CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**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**

**Registration #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Commission Expiration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name, Typed or Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**APPROVED BY THE AUGUSTA COUNTY CIRCUIT COURT CLERK**

**ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Clerk/Chief Deputy Clerk/Deputy Clerk**

**EXEMPTION FOR STATE AGENCY INDEMNIFICATION**

**§ 17.1-276**

**B. The circuit court clerk shall enter into an agreement with each person whom the clerk authorizes to have remote access, in accordance with the security standards established by the Virginia Information Technologies Agency. Any such agreement between a state agency or employee thereof acting in the employee's official capacity and the clerk or an outside vendor contracted by the clerk to provide remote access to land records to subscribers, or such an agreement between a state agency or employee thereof acting in the employee's official capacity and both the clerk and the outside vendor, shall not contain any provision requiring the state agency or employee thereof acting in the employee's official capacity to indemnify the clerk or the vendor.**