

# City of Fredericksburg

Founded 1671

Fredericksburg Circuit Court  
Office of the Clerk  
701 Princess Anne Street  
Fredericksburg, VA 22401



Jeff Small  
Clerk of Court

Christine Allen  
Chief Deputy Clerk

Phone: (540) 372-1066

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## REMOTE ACCESS INFORMATION

Attached is a Subscriber Agreement for Secure Remote Access, along with an application for a Business Umbrella Subscriber and an application for an Individual Subscriber/User.

Any business wishing to have remote access to our records management system must complete the Agreement and the Business Umbrella Subscriber application. Each individual user employed by the business must complete an Individual Subscriber/User application.

An individual wishing to have secure remote access must complete the Agreement and an Individual Subscriber/User Application.

The following records/menus are available for access:

Record Type	Index from	Images from
Deeds and Land Records	11/1993	1/2001
Wills and Fiduciaries	1/1994	4/2001
Judgments	11/1993	7/2001
Financing Statements	5/1994	7/2001

Back scanning of Deeds, Land Records, Wills and Fiduciaries will be done as time and staffing permits.

A \$25.00 application fee is required for each Individual Subscriber/User Application that is filed.

The subscription fee for an Individual Subscriber of the first Subscriber/User for a business is \$50.00 a month.

The subscription fee for additional users under a business account is \$25.00/month.

Records can be accessed at <http://www.courts.state.va.us/rmsweb/>

# SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO THE CIRCUIT COURT RECORDS MANAGEMENT SYSTEM

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Clerk of the Circuit Court for the City of Fredericksburg, Virginia and \_\_\_\_\_ (hereinafter referred to as the "Subscriber.")

## TERMS AND CONDITIONS

### 1. Term of Agreement

It is the intent of both parties to participate in a remote access program to commence on the day the applicable User Identification and Password Number are assigned and continue until terminated as provided herein.

### 2. Subscriber Options

The Clerk will provide on-line remote access to the indices and documents in the Records Management System on an "inquiry-only" basis. The available records are limited to and contained in four (4) separate menus: 1) Deeds and Land Records, 2) Wills and Fiduciaries, 3) Judgments and 4) Financing Statements.

### 3. Day and Hours of Operation

The Internet access to the Records Management System will be available seven (7) days a week, twenty-four (24) hours a day, including all holidays, or otherwise at the discretion of the Clerk, except during periods:

- a. Of preventive and remedial maintenance.
- b. Of operational issues beyond the control of the Clerk of the Circuit Court.
- c. When intrusions against security are being remedied.

### 4. Site Visits by Clerk's Office

During the course of a remote access subscription, the Subscriber agrees to permit a representative or agent of the Circuit Court Clerk's Office to visit the Subscriber's site of on-line access. Site visits will be coordinated with the Subscriber and a mutually convenient arrangement will be made with the Subscriber. Site visits will only be conducted Monday – Friday, between the hours of 10:00 A.M. and 4:00 P.M.

Refusal to allow the Clerk's Office access for site visits or refusal to schedule a convenient site visit for the Clerk's Office representative after three attempts will result in termination of the agreement.

### 5. Fees and Charges

Each Individual Subscriber or User must complete an application. Each Individual Subscriber or User will receive a logon and password. **LOGONS AND PASSWORDS MUST NOT BE SHARED.**

The remote access fee for an Individual Subscriber or the first Subscriber or User for a business is \$50.00 per month. The fee must be paid before the remote access subscription is approved and appropriate logons are provided. All payments for services are the responsibility of the Subscriber and are due within ten (10) days of the subscription end date. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received.

Each additional Subscriber or User for a business, upon approval by the Clerk's Office, can be added to an account for a fee of \$25.00 per month. If a business desires to add a user to its account, it must notify the Clerk's Office in writing and request the Clerk's Office to approve a new User on the account. The new User on the account will be provided a new password and logon after filing an Individual Subscriber Application and paying the \$25.00/month additional user fee for the time frame requested.

The business's designated representative must notify the Clerk's Office in writing that a User is no longer authorized access through the account.

## **6. Services**

The Clerk, deputy clerks, or his agents will provide the Subscriber with "inquiry-only" access to the indexes and documents that are included in the Circuit Court Records Management System. The available records are limited to 1) Deeds and Land Records, 2) Wills and Fiduciaries, 3) Judgments and 4) Financing Statements.

The Clerk, deputy clerks or his agents will provide the Subscriber with documentation and limited consultation (\*) on specific problems that arise in the use of the system. The Clerk does not warrant or guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

(\*) Consultation can be provided by telephone call but the Clerk's Office prefers email consultation. Email should be directed to [ismall@courts.state.va.us](mailto:ismall@courts.state.va.us)

## **7. Subscriber Obligations**

It is the responsibility of the Subscriber to purchase the computer hardware and software necessary for remote access or to make modifications to their existing equipment that will permit remote access. The Clerk will not modify the Records Management System to accommodate a Subscriber.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account for access to the system. Unauthorized dissemination of passwords of users and/or unauthorized access granted by an account user to unauthorized personnel will result in revocation of an account with no refund of the subscription fee.

Information accessed from the Records Management System is for the use of the Subscriber in the ordinary course of business. Use of the subscription for any purpose other than the use in the ordinary course of business may result in revocation of an account with no refund of the subscription fee.

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. The creation of an access portal to RMS on the Subscriber's web-site is strictly prohibited and will result in immediate termination of access.

The Subscriber is responsible for ensuring that the use of the system by its employees is conducted in a proper and legal manner. Any republication of the information gained through the system which violates the laws of the United States of America or the Laws of the Commonwealth of Virginia will result in the revocation of an account with no refund of the subscription fee.

## **8. Limitation of Liability**

The Subscriber relieves and releases the Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the City of Fredericksburg, its City Council, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the Office of the Executive Secretary of the Supreme Court of Virginia and its employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves, releases and holds harmless the Clerk, the City of Fredericksburg, its City Council, officers and their deputies, employees and agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves, releases and holds harmless the Office of the Executive Secretary of the Supreme Court of Virginia and its employees and agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the City of Fredericksburg, its City Council, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber by any other party. The Subscriber also relieves and releases the Office of the Executive Secretary of the Supreme Court of Virginia and its employees and agents from liability for any and damages resulting from any claim or demand against the Subscriber by any other party.

The information or data accessed by the Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official government record present in the Clerk's Office.

## **9. Assignment**

The Subscriber agrees not to assign any right or interest in this agreement. Any attempt to transfer or assign any rights, duties or obligations of this agreement by the Subscriber will render the agreement null and void and the Clerk will terminate the agreement, with no refund of subscriber fees.

## **10. Modifications/Amendments**

Modifications or amendments to this agreement by the Clerk's Office will be sent to the Subscriber via email and also by first-class, postage paid mail. Other modifications to this agreement must be made in writing.

## **11. Notice of Changes**

Any notice or written communication of any kind required or desired to be given or sent shall be delivered in person to the Clerk or a deputy clerk or mailed postage prepaid to the Clerk. Changes must be approved by an established company contact person designated by the Subscriber's sponsoring business.

## **12. Termination**

This agreement may be terminated without cause by either party with fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees for services rendered or obligations incurred. The Clerk will refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to comply with the terms and conditions of this agreement. In cases of termination for a violation of the terms and conditions, the Clerk will not refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application form and for failure to make payment of required fees.

This agreement shall terminate immediately if the Commonwealth of Virginia or the City of Fredericksburg fail to appropriate and continue funding for services provided under this agreement or if Congress or the Virginia General Assembly imposes requirements on remote access that are fiscally prohibitive. In such a case, the Clerk will refund a prorated portion of the fees.

### **13. 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 court documents on its website. If a business or non-profit entity, organization or association (referred to collectively as "Business Subscriber") wishes to become a Subscriber, it shall identify each individual employee who will have remote access to the documents on the circuit court-controlled website and each individual employee shall obtain a User ID and Password from the clerk. However, the Business Subscriber shall execute the Subscriber Agreement and be responsible to the circuit court for the fees 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.

### **14. Application**

Pursuant to Va. Code § 2.2-3808.2, an application for a subscription must be completed and submitted to the Clerk. The application must be approved by the Clerk's Office before the User ID and password will be issued to the Subscriber.

Each additional Subscriber or User for a business, upon approval by the Clerk's Office, can be added to an account for a fee of \$25.00 per month. If a business desires to add a user to its account, it must notify the Clerk's Office in writing and request the Clerk's Office to approve a new User on the account. The new User on the account will be provided a new password and logon after filing an Individual Subscriber Application and paying the \$25.00/month additional user fee for the time frame requested.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

**SUBSCRIBER**

BY: \_\_\_\_\_

*Signature*

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

I, \_\_\_\_\_, as a Notary Public, do hereby certify that on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, the above individual personally appeared before me and swore to and acknowledged before me that the statements contained herein are true and correct.

Commonwealth/State of \_\_\_\_\_

City/County of \_\_\_\_\_

\_\_\_\_\_  
Notary Phone Number:

My Commission Expires: \_\_\_\_\_

My Commission ID #: \_\_\_\_\_

COMMONWEALTH/STATE OF .....

[ ] CITY [ ] COUNTY OF .....

THE FOREGOING INSTRUMENT WAS SUBSCRIBED AND SWORN TO/ AFFIRMED BEFORE ME THIS

..... DAY OF ....., 20.....

BY.....

NAME OF APPLICANT

\_\_\_\_\_  
[ ] CLERK [ ] DEPUTY CLERK