

MANATEE COUNTY CLERK OF CIRCUIT COURT AND COMPTROLLER
APPLICATION AND AGREEMENT FOR
SUBSCRIPTION ACCESS TO ELECTRONIC RECORDS

FORM FOR USE BY ATTORNEYS

Electronic access to Court Records is provided by the Angelina Coloneso, Manatee County Clerk of Circuit Court pursuant to Rule 5.420 Rules of Judicial Administration, Florida Supreme Court Order AOSC06-21 and Chapter 119, F.S.. The Clerk provides access to Court Records in an experimental pilot program approved by the Court. The Court may impose further restrictions or order termination of the pilot program at any time.

THIS FORM FOR USE BY ATTORNEYS INDIVIDUALLY OR LAW FIRMS IS AN APPLICATION AND AGREEMENT FOR SECURE ACCESS TO THE FOLLOWING SERVICES FROM THE MANATEE CLERK'S COURT HOUSE INFORMATION PROCESSING SYSTEM:

1. **Attorney of Record Access:** Access to indexes, progress dockets and images of Court Records not sealed or expunged to cases where the attorney is of record. Attorneys' access records through the "Attorney of Record" button on our Court Records web page access includes access to records that are confidential and not accessible under the public or subscription access sites.
2. **Subscriber Access to Court Records:** Access to indexes, progress dockets and images of Court Records not sealed or expunged to cases where the attorney is not of record. Access is limited to records that are not confidential or electronic access restricted under Court Order, Court Rule or Florida Law.
3. **Subscriber Access to Official Records:** Access to indexes and images of documents recorded in Official Records, including access to images of Court Records from actions filed in cases governed by the Florida Rules of Family Law Procedure and Florida Probate Rules not accessible from the public Internet site.
4. **Gatekeeper Master Administration:** Authorizes the gatekeeper attorney to manage subscriber accounts for the firm and share their escrow account with other members of the firm. The master administrator can create and remove subscription accounts, edit gatekeeper account information, and assign additional administrators. These additional administrators can create and remove subscription accounts (excludes master account), edit gatekeeper account information, but cannot assign additional administrators. This allows a senior member of the firm to create the master account and allow other associates to manage the users. Master accounts cannot be re-assigned or removed by gatekeeper administrators. If you need to re-assign the master administrator account please contact the service desk.

Name of attorney or firm: _____

If Subscriber is a law firm, name of Gatekeeper: _____

Address: _____

City/St/Zip: _____

Phone: _____

E-Mail: _____

<p>Law firms may enter into one agreement on behalf of all firm attorneys. The gatekeeper may then add or remove users online.</p>

The Applicant/Subscriber understands and agrees to the following terms and conditions of electronic access to Court Records:

1. The person executing this agreement is an authorized representative of the above listed firm and has authority to enter into this agreement in the name of the firm.
2. Electronic access to Court Records, is provided as permitted as governed by Court Rule, Court Order or Florida Law.
3. The Gatekeeper Master Administrator is responsible for managing subscriber accounts for the firm that will enable additional firm users added to be users without entering into separate user agreements and enables them to share the firm's escrow account. The Master Administrator may assign additional firm administrators. The master administrator, or assigned administrator can create and remove

subscription accounts and edit gatekeeper account information. Assigned Administrators cannot assign additional administrators. Master accounts cannot be re-assigned or removed by gatekeeper administrators. If you need to re-assign the master administrator account please contact the service desk.

4. All users agree to abide by the terms and conditions and instructions for all access services set forth on the clerk's website, which are incorporated into and made a part of this agreement.
5. Service may be modified or further restricted as required by Court rule, Court order or statutory change.
6. Service provided through the Clerk's electronic access is not the official record of the Clerk. A gap may exist between the time paper documents are filed in the CLERK'S office and when they are indexed and imaged on the subscriber site. In order to assure the accuracy of the data or information, Subscriber should consult the clerk's office regarding the official Court Record.
7. Service may be interrupted during such other periods of remedial maintenance as may be required. Clerk will post advance notice of scheduled maintenance on the site, and routine maintenance will be scheduled after 4:30 p.m. and before 8:00 a.m. or during weekends or holidays.
8. Service may be terminated or reduced or limited during unusual circumstances such as, but not limited to, "brownouts", emergency production requirements mandated by law, intrusions against security regulations, adverse operational impacts, budget constraints or for such other reasons as may be determined by the Clerk.
9. Service to the categories, classifications, format or appearance of data provided may be modified without prior notice, however, such changes will generally be made to conform to changes in Florida law or to improve service to Subscriber.
10. Subscriber agrees to prohibit users from permitting unauthorized users from using subscriber password and login to gain or obtain access to the subscriber site.
11. Subscriber is responsible for ensuring that use of the Clerk's subscriber site by Subscriber is conducted in a legal manner.
12. In the event of any illegal use of the subscriber site, Clerk shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting Clerk from pursuing any other remedy available at law or equity for such illegal use.
13. Clerk may terminate service immediately and without notice to Subscriber in the event Clerk determines that any safeguard to protect the contents of its public records from (1) unauthorized remote access, (2) alteration or destruction.
14. Information accessed from subscriber site is for the use of Subscriber in the ordinary course of its business. The information is not intended or permitted to be represented during commercial resale as the official governmental record required by law. In the event of a breach of this paragraph, Clerk is entitled to seek injunctive relief restraining Subscriber from accessing information from the subscriber site, and/or terminate this Agreement. This shall not be construed as prohibiting the Clerk from pursuing any other remedy available at law or equity for such breach.
15. Subscriber hereby relieves and releases Clerk, his employees and agents from liability from any and all damages resulting from interrupted service of any kind or to Subscriber's equipment. Subscriber hereby relieves, releases, indemnifies, and holds harmless Clerk, his employees and agents of any liability for any and all damages resulting from Subscriber's use of electronic access to Court Records and that CLERK, his employees and agents shall not be liable for damages caused by another party's negligence or lost profits, resulting from any claim or demand against Subscriber by any other party. **IN NO EVENT SHALL CLERK, HIS EMPLOYEES OR AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF THE CLERK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing in this Agreement shall be construed either as waiving the sovereign immunity of CLERK, his employees and agents, the sovereign immunity of SUBSCRIBER, or modifying the recovery limits against either party as set forth in Section 768.28(5), Florida Statutes.

Subscriber

By: _____

Title: _____

STATE OF _____)

NOTE:

This Application and Agreement must filled-in completely and be executed before a Notary Public meeting the requirements of Florida law for the acknowledgment of signatures.

Upon execution of this application and agreement, and acceptance by the clerk, a login id and password will be emailed to the applicant. This may take up to two business days from receipt.

COUNTY OF _____)

Subscribed and sworn to me before this _____ day of _____, 20____, a Notary Public in and for said state and personally appeared _____, known to me to be the person who executed the Subscription Agreement and acknowledged to me that ___he executed the same for the purposes therein stated; that ___he executed the same as h ___ free act and deed and stated that the facts contained therein are true and correct to the best of h___ knowledge, information and belief.

Notary Public

Please deliver by one of the following methods
By Fax to: (941) 742-5849, Attn: Servicedesk-Subscriber Support or
Scanned and Emailed to: servicedesk@manateeclerk.com
Mail: Manatee County Clerk of Circuit Court
Attn: Servicedesk-Subscriber Support
PO Box 25400
Bradenton, FL 34206
Hand Delivery: 1115 Manatee Avenue West, Bradenton, Florida



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 | Bradenton, Florida 34206 | (941) 749-1800 | FAX (941) 741-4082 | www.manateeclerk.com

APPLICATION AND AUTHORIZATION
FOR ESCROW ACCOUNT

NAME ON ACCOUNT _____ DATE _____

MAILING ADDRESS _____

CONTACT NAME &
PHONE NUMBER _____

CONTACT EMAIL _____

If you do not have access to email, check this box.

If company has several business addresses (locations) and if this account can only be used for this specific location, check this box.

PERSONS AUTHORIZED TO USE ACCOUNT:

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

I agree to make an initial deposit with the Office of the Clerk of Circuit Court to open this escrow account. I agree to remit additional funds as needed to maintain a sufficient amount in which to carry out business. I understand that the funds in this account may be used to cover the cost of copies, shortages in the fees required for recording an instrument, or any filing fees or other service charges incurred by my office. I understand I am responsible for notifying the Office of the Clerk of Circuit Court of any change in persons authorized to use the account. I state that I have contractual authority to act as an agent on behalf of the principal company/corporation indicated on this account.

Print Name of Account Holder

Date

Signature of Account Holder

Date

"Pride In Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder