

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

FORM FOR USE BY GOVERNMENT AGENCIES

Electronic access to Court Records is provided by the Angelina Colonnese, 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 is to establish electronic access for one of the two following access levels:

1. **General Government Access.** Access is for other agency employees who are not law enforcement officers and is limited to records that are not confidential, sealed or expunged in the following case types: Criminal, Civil, Domestic Relations, Domestic Violence and Probate. Access to juvenile records is limited to those agencies authorized by Florida statutes to access those records.
2. **Attorney of Record Access:** Agency Attorneys have 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.
3. **NOTE:** Law Enforcement Officers may obtain additional access using a special subscription access agreement for Law Enforcement Agencies available at www.manateeclerk.com.

NOTE: Each Agency is required to appoint an agency representative who is responsible for ensuring that all users are either law enforcement officers or general government users and for requesting the addition of all users. The representative is responsible for notifying the Clerk of the termination, separation or loss of law enforcement status of all users within 24 hours of change of status.

Name of Agency: _____

Name of Authorized Representative: _____

Address: _____

City/St/Zip: _____

Phone: _____

E-Mail: _____

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 is responsible for managing subscriber accounts for the agency that will enable additional agency users added to be users without entering into separate user agreements. The gatekeeper can create and remove subscription accounts and edit the agency gatekeeper account information. Gatekeepers are responsible for removing all users who separate from the employment of the agency and are required to periodically confirm all users. If you need to re-assign the gatekeeper 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.

Subscribing Law Enforcement Agency

By: _____

Title: _____

STATE OF _____)

) SS

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

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 execution of each user's User Security Agreement, login id's and passwords will be emailed to the applicant. This may take up to two business days from receipt.

Note: Each user including the gatekeeper must execute a User Security Agreement (attached) prior to receiving access. The gatekeeper may add or remove users online from the gatekeeper administration web page. An image of the notarized user security policy may be emailed to servicedesk@manateeclerk.com.

Please deliver by one of the following methods

All agreements must have a separate cover letter on Agency letterhead requesting access.

By Fax to: (941) 742-5849, Attn: Service Desk or

Scanned and Emailed to: servicedesk@manateeclerk.com

Mail: Manatee County Clerk of Circuit Court

Attn: Service Desk Support

PO Box 25400

Bradenton, FL 34206

Hand Delivery: 1115 Manatee Avenue West, Bradenton, Florida

Manatee County Clerk of Circuit Court and Comptroller
User Security Agreement

I, the undersigned, am an employee of the following Agency:_____.

As a user of the Manatee County Clerk of Circuit Court and Comptroller's (Clerk) Subscription service (the subscription service) for electronic access to the Court Records, I hereby acknowledge and agree to the following terms and conditions:

1. I acknowledge that as an employee of the agency, I am under a legal duty to maintain the confidentiality of information I may gain or receive as a user of the subscription service.
2. I will use the subscription service only in my official capacity as an employee of the agency.
3. I will abide by all terms and conditions of the agreement between my agency and the Clerk and will abide by the terms and conditions and instructions for all access services set forth on the clerk's website.
4. I will make all reasonable efforts to protect the user login and password assigned to me by the Clerk and will inform the Clerk if I have lost the same or believe another person has obtained my login or password, so I may obtain a replacement login and password.
4. I will not let any person use my login or password to gain access to the subscription service at any time.
5. I will take reasonable measures to insure that no one is able to view my computer screen while I am accessing the subscription service.
6. I will not give, sell, transmit or transfer any information, data or document obtained from access to records of the Clerk to any other person, entity or governmental agency except as permitted by law in my official capacity.
7. I will log off of the subscription service when I have completed each inquiry and will not allow my computer to be unattended while logged into the subscription service.

Date:_____

Sign:_____

Print Name:_____

Title:_____

STATE OF Florida

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 User Security Policy 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

The Agency hereby acknowledges that the user is an employee of the above agency and is required to access Court Records in the performance of user's official capacity as an employee of the Agency:

By:_____ Agency Authorized Representative