

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

Electronic access to and Electronic filing of Court Records is provided by the R.B. "Chips" Shore, Manatee County Clerk of Circuit Court (Clerk) pursuant to Rule 5.420 and Rule 2.525 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.

Name _____ (Each person seeking access must execute a separate agreement)

Business Name (Access will not be provided in a business name): _____

Address: _____

City/St/Zip: _____

Phone: _____

E-Mail: _____

<p>Purpose of use: *This information is required for statistical purposes only</p> <p><input type="checkbox"/> legal research</p> <p><input type="checkbox"/> business</p> <p><input type="checkbox"/> title searching</p> <p><input type="checkbox"/> background check</p> <p><input type="checkbox"/> personal</p> <p><input type="checkbox"/> other _____</p>

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

1. Electronic access is to Court Records except those that are sealed, expunged, confidential or restricted under Court Rule, Court Order or Florida Law. In order to protect confidential information in some cases and pleadings, security has been established requiring a specific request and second clerk review to enable access to images. Once the request is made and the clerk performs a second review, the record is then accessible for all future access.
2. Electronic Filing of Court Records is provided pursuant to this agreement. Subscriber agrees to abide by all electronic filing requirements, rules and instructions set forth on the subscriber's home login page, which subscriber agrees to be bound to and which are incorporated into and made a part of this agreement.
3. Electronic Access may be modified or further restricted as required by Court rule, Court order or statutory change.
4. 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.
5. 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.
6. 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.
7. 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.
8. Subscriber agrees to prohibit users from permitting unauthorized users from using subscriber password and login to gain or obtain access to the subscriber site.
9. Subscriber is responsible for ensuring that use of the Clerk's subscriber site by Subscriber is conducted in a legal manner.
10. 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.
11. 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.
12. 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.
13. 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

STATE OF _____)
) SS
COUNTY OF _____)

NOTE:

This Application and Agreement must filled-in completely and be signed 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, login id's and passwords will be emailed to the applicant. This may take up to two business days from receipt.

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

Mail: Manatee County Clerk of Circuit Court

Attn: Service Desk

PO Box 25400

Bradenton, FL 34206

Hand Delivery: 1023 Manatee Ave. W., 2nd Floor, Bradenton, Florida