

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

Electronic access to Court Records is provided by the Angelina Colonnese, Manatee County Clerk of Circuit Court 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: _____

Purpose of use: **This information is required for statistical purposes only*

legal research

business

title searching

background check

personal

other _____

The Applicant/Subscriber understands and agrees to the following terms and conditions of electronic access to Court Records 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 Access may be modified or further restricted as required by Court rule, Court order or statutory change.
3. 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.
4. 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.
5. 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.
6. 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.
7. Subscriber agrees to prohibit users from permitting unauthorized users from using subscriber password and login to gain or obtain access to the subscriber site.
8. Subscriber is responsible for ensuring that use of the Clerk's subscriber site by Subscriber is conducted in a legal manner.
9. 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.
10. 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.
11. 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 constructed as prohibiting the Clerk from pursuing any other remedy available at law or equity for such breach.
12. 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,

