



ANGELA VICK

CLERK OF THE CIRCUIT COURT AND COMPTROLLER
CITRUS COUNTY, FLORIDA

REGISTRATION AGREEMENT FOR BULK DATA SUBSCRIPTION CITRUS COUNTY CLERK OF COURT (CLERK)

REQUEST FORM (*Required)

*Registered User's Name

*Agency/Company Name

*Email Address

*Address

*City/State/Zip

*Phone

Alternate Phone

1. This Agreement is for receiving bulk electronic court records as authorized pursuant to Florida Supreme Court Administrative Order 2016-14 (AOSC16-14) as a registered bulk data subscriber.

2. Registered User affirms the contact and other information on the Request Form above is correct.

3. Clerk Responsibilities

- a. Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
- b. Clerk will notify Registered User of a unique login ID and password, with directions on how to change the password and a unique PIN or Party ID number, if applicable. Contact our office at 352-341-6495 for help with the site.
- c. Clerk will maintain and modify the site as required by AOSC16-14, which also allows Clerk to limit information and documents viewable online.
- d. Following the execution of this Agreement, Clerk will provide Registered User with limited consultation via email on specific problems or questions that arise in the use of the, however, CLERK does not guarantee consultation results nor warrants or represents that all errors or problems will be corrected. Assistance will only be available Monday through Friday, from

8:00am to 5:00pm (EST) with the exception of holidays observed by the CLERK.

- e. Clerk will upload the initial historical court data based on the Registered User's request outlined in Exhibit "A".
- f. Clerk will upload the court data to the site on a nightly basis.

4. **Registered User Responsibilities**

- a. To ensure that only Registered User has knowledge of the assigned login ID and password and unique PIN or Party ID number, if applicable.
- b. To prohibit any person or entity other than Registered User from accessing the site.
- c. To immediately notify Clerk if Registered User discovers that the assigned password is known by another person, whether used or not, so the existing login ID may be deactivated and replacement login information issued.
- d. To provide updated contact information or, for parties, updated case information by submitting a new Request Form, which, when submitted, is incorporated by reference in this agreement.
- e. To understand that paper or electronic documents may not be immediately available online after they are filed with Clerk.
- f. To protect information received from Clerk under this Agreement or previous Agreements that have been subsequently determined confidential, sealed, or expunged upon notice that the information are confidential, sealed, or expunged.
- g. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.
- h. As compensation for the court data and access to the site, Registered User shall make payments as follows:
 - i. \$150.00 for setup and initial historical data export. Any customization that require more than three (3) hours of programming shall be billed at the rate of \$50.00 per hour.
 - j. First year download services fee of \$120.00 per year prorated monthly to the Clerk's fiscal year ending September 30.
 - k. Subsequent years the Registered User shall make timely annual payments of \$120.00 to the Clerk due on or before the start of the Clerk's fiscal year (October 1.)

5. **Limitations of Liability**

- a. Registered User releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (a) interrupted service

of any kind; (b) Registered User's equipment; (c) use of, or viewing of, electronic court records.

b. Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or the Clerk's employees and agents or of the Registered User's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or Registered User as set forth in section 768.28(5), Florida Statutes.

6. This Agreement, regardless of where actually accepted or delivered, is deemed to have been accepted and delivered by the parties in the State of Florida and any dispute arising from it will be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement will be maintained in Citrus County, Florida.

7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to the address provided on the Party Request Form.

8. Termination and Other Remedies

a. If Registered User breaches the provisions in this Agreement, the Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity.

b. This Agreement will be terminated immediately if funding is withdrawn for any reason. Registered User acknowledges that the Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement.

9. If any part of this Agreement is found to be invalid, then it will have no effect, but the remaining provisions will continue in full force and effect.

Date _____ State of _____ County of _____

Registered User Signature

Sworn to and subscriber before me on _____

(Seal)

Notary Public

Personally known or produced identification _____

EXHIBIT "A"
RECORDS TO BE UPLOADED TO SUBSCRIBER SITE

Criminal and Civil filing and disposition data for thirty-six month period published to the Subscriber Site in the format/layout listed below.

Daily uploads of Criminal and Civil filing and disposition data published to the Subscriber Site in the format/layout listed below.

Download Data Fields