

# **Clerk of the Circuit Court Northampton County, Virginia**

## **SUBSCRIPTION TO REMOTE ACCESS**

[www.courts.state.va.us/rmsweb](http://www.courts.state.va.us/rmsweb)

### **Introduction**

The Clerk's Office of the Northampton County Circuit Court will offer limited access to the Land Records Management System through secured and restricted web access. Access will be available through subscription only. The following types of records will be available through subscription: deeds and deed books, wills and estates records, judgment records, plats, general miscellaneous and UCC-Financing Statements (index only).

### **Availability of Records**

Deed index records from 1997 to the present\*  
Deed Images from 1997 to the present\*  
Will Book Images from 1997 to the present  
Will Book Indexes from 1990  
Judgment records from 1997 to the present  
Oversized Plats  
UCC-Financing Statements index from 1997 to the present

(\* ) Some index records and images are located in a "Single Page Search"

### **User Agreement**

A user agreement ("the agreement") must be reviewed before any subscribers will be permitted to request subscription access to the system. Subscribers to the system must abide by the terms and conditions as outlined in the agreement. Each individual user on a subscription account must review and execute an agreement before that individual user will be approved for access. The agreement is attached for your reference.

**Application for Remote Access to Land Records Management System**

All persons interested in remote access subscriptions must complete and submit an application for remote access. Each individual user on a subscription account must complete an application before access will be provided. The application form is attached for your reference.

Additionally, you will be required to attend a meeting at the Clerk's Office before your subscription will be honored. These meetings will be conducted on Wednesdays and Thursdays. Please contact Traci Johnson or Victoria Morgan at (757) 678-0465 to schedule an appointment.

**Charges and Fees**

The charge for remote access will be \$600.00 annually for each account. You are permitted to have no more than five users per account. The fee for subscriptions approved during the year will be prorated. For more details regarding the charges and fees, please refer to paragraph number five of the agreement.

## **SUBSCRIBER AGREEMENT FOR REMOTE ACCESS TO THE LAND RECORDS MANAGEMENT SYSTEM**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Clerk of the Circuit Court for Northampton County, Virginia and the user named, \_\_\_\_\_, (hereinafter referred to as the “subscriber.”) and working for, (Company Name) \_\_\_\_\_

### **TERMS AND CONDITIONS**

#### **1. Term of Agreement**

It is the intent of both parties to participate in a remote access program to commence on the day the applicable User Identification and Password Number are assigned to the subscriber and such agreement will continue until December 31, 2010 or when the agreement is terminated as provided herein.

#### **2. Subscriber Options**

The Clerk will provide on-line remote access to the indexes and documents on an “inquiry-only” basis.

#### **3. Day and Hours of Operation**

The Land Records Management System will be available online 24 hours a day. Noted exceptions are:

- a. For periods of preventive maintenance and remedial maintenance.
- b. For operational issues beyond the control of the Clerk of the Circuit Court.

#### **4. Site Visits by Clerk’s Office Optional**

During the course of a remote access subscription, the subscriber agrees to permit a representative or agent of the Circuit Court Clerk’s Office may visit the subscriber’s site of on-line access. Site visits will be coordinated with the subscriber and a mutually convenient arrangement will be made with the subscriber. Site visits will only be conducted Monday – Friday, between the hours of 10:00 A.M. and 4:00 P.M. Refusal to allow the Clerk’s Office access for site visits or refusal to schedule a convenient site visit for the Clerk’s Office representative after three attempts may result in termination of the agreement.

#### **5. Fees and Charges**

The remote access fee for the subscriber is \$600 for the calendar year. The fee must be paid before the remote access subscription is approved and appropriate logons are

provided. The Clerk reserves the right to suspend or terminate service to the subscriber if payment is not received. Subscriptions for remote access that are approved after February 1<sup>st</sup> of the current calendar year will be prorated as follows:

Subscription commencing February 1,	\$550
Subscription commencing March 1,	\$500
Subscription commencing April 1,	\$450
Subscription commencing May 1,	\$400
Subscription commencing June 1,	\$350
Subscription commencing July 1,	\$300
Subscription commencing August 1,	\$250
Subscription commencing September 1,	\$200
Subscription commencing October 1,	\$150
Subscription commencing November 1, *	\$100
Subscription commencing December 1, *	\$50

\*Any new subscriptions beginning November & December will also need to pay the renewal fee for the following year.

Each subscription account will entitle the subscriber to have 5 users approved per account. The accounts designated contact holder must notify the Clerk's Office in writing that a user is no longer authorized access through the account and request the Clerk's Office to approve a substitute user on the account. The substitute user on the account will be provided a new password and logon after filing a user agreement and application. EACH NEW SUBSCRIBER MUST COMPLETE AN APPLICATION.

## **6. Services**

The Clerk, deputy clerks, or her agents will provide the subscriber with "inquiry-only" access to the indexes and documents that are included in the land records management system.

The Clerk, deputy clerks or her agents will provide the subscriber with documentation and limited consultation (\*) on specific problems that arise in the use of the system. The Clerk does not warrant or guarantee that the consultation results nor warrant or represent that all errors or problems will be corrected.

(\*) Consultation can be provided by telephone call but the Clerk's Office prefers email consultation.

## **7. Subscriber Obligations**

It is the responsibility of the subscriber to purchase the computer hardware and software necessary for remote access or to make modifications to their existing equipment that will permit remote access. The Clerk will not modify the Land Records Management System to accommodate a subscriber.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the subscriber's account for access to the system. Unauthorized dissemination of passwords of users and/or unauthorized access granted by an account user to unauthorized personnel will result in revocation of an account with no refund of the subscription fee.

Information accessed from the Land Records Management System is for the use of the subscriber in the ordinary course of business. Use of the subscription for any purpose other than the use in the ordinary course of business may result in revocation of an account with no refund of the subscription fee.

The subscriber is responsible for ensuring that the use of the system by its employees is conducted in a proper and legal manner.

## **8. Limitation of Liability**

The subscriber relieves and releases the Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The subscriber further relieves and releases the County of Northampton and its officers and agents from liability for any and all damages resulting from interrupted service of any kind.

The subscriber hereby relieves releases and holds harmless the Clerk, the County of Northampton and their deputies, employees and agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The subscriber agrees that the Clerk, deputy clerks, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party.

The information or data accessed by the subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the subscriber should consult the official government record present in the Clerk's Office.

## **9. Assignment**

The subscriber agrees not to assign any right or interest in this agreement. Any attempt to transfer or assign any rights, duties or obligations of this agreement by the subscriber will render the agreement null and void and the Clerk will terminate the agreement.

## **10. Modifications/Amendments**

Modifications or amendments to this agreement by the Clerk's Office will be sent to the subscriber via email and also by first-class, postage paid mail. Other modifications to this agreement must be made in writing.

## **11. Notice of Changes**

Any notice or written communication of any kind required or desired to be given or sent shall be delivered in person to the Clerk or a deputy clerk or mailed postage prepaid to the Clerk. An established company contact person designated by the subscribers sponsoring company must approve changes.

## **12. Termination**

This agreement may be terminated without cause by either party with fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees for services rendered or obligations incurred. The Clerk will refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for subscriber's failure to comply with the terms and conditions of this agreement. In cases of termination for a violation of the terms and conditions, the Clerk will not refund the difference of the fees.

This agreement may be immediately terminated by the Clerk for subscriber's failure to provide correct or complete information on the application form and for failure to make payment of required fees.

**13. Application**

Pursuant to Va. Code § 2.2-3808.2, an application for a subscription must be completed and submitted to the Clerk. The application must be approved by the Clerk's Office before the appropriate log on information will be issued to the subscriber.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

SUBSCRIBER

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Printed name Title

\*\*\*\*\*

I \_\_\_\_\_, as a Notary Public, do hereby certify that on this \_\_\_\_\_ Day of \_\_\_\_\_, 2008, the above individual, \_\_\_\_\_, personally appeared before me and swore to and acknowledged before me that the statements contained herein are true and correct.  
Commonwealth of Virginia  
County of \_\_\_\_\_

\_\_\_\_\_  
Print Notary Name here:  
Notary Phone Number:

My Commission Expires: \_\_\_\_\_

Name of the Sponsoring Company Contact Person approving this Subscriber if other than the above:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Printed name

\*\*\*\*\*

**NORTHAMPTON COUNTY CLERK OF THE CIRCUIT COURT:**

\_\_\_\_\_  
*Clerk or Deputy Clerk Signature* Printed name

\_\_\_\_\_  
Title

I \_\_\_\_\_, as a Notary Public/Deputy Clerk, do hereby certify that on this \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_\_\_, the above individual, \_\_\_\_\_, personally appeared before me and swore to and acknowledged before me that the statements contained herein are true and correct.  
Commonwealth of Virginia, County of \_\_\_\_\_

\_\_\_\_\_  
Print Notary /Deputy Clerk Name here:

My Commission Expires: \_\_\_\_\_

# NORTHAMPTON COUNTY CIRCUIT COURT CLERK'S OFFICE

## Application for Remote Access to Land Records System

The approval of this application and the subscriber agreement is subject to the discretion of the Clerk of the Circuit Court. By signing this agreement, the subscriber acknowledges and accepts the terms and conditions of *Subscriber Agreement for Remote Access to the Land Records Management System* as incorporated by reference herein.

**SUBSCRIBER LAST NAME:** \_\_\_\_\_

**SUBSCRIBER FIRST NAME:** \_\_\_\_\_

**BUSINESS NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**PHONE AND FAX NO.** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**WILL YOU BE THE DESIGNATED CONTACT PERSON FOR THE SPONSORING COMPANY? Yes / no**

*If no, who is the person* \_\_\_\_\_

**UNITED STATES CITIZEN: YES NO (please circle one)**

**PURPOSE FOR REQUESTING ACCESS (\*):**

**(\*) Response to this inquiry is voluntary and not required. Responses will be used for statistical purposes only.**

**As a subscriber, I certify that the information stated above is true and accurate.**

**SIGNATURE:** \_\_\_\_\_

Print Name below signature:

I \_\_\_\_\_, as a Notary Public, do hereby certify that on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_, the above individual, \_\_\_\_\_, personally appeared before me and swore to and acknowledged before me that the statements contained herein are true and correct.

Commonwealth of Virginia  
County of \_\_\_\_\_

\_\_\_\_\_  
Print Notary Name here:

Notary Phone Number:

My Commission Expires: \_\_\_\_\_