

**Clerk of Circuit Court
King William County, Virginia**

**SUBSCRIBER AGREEMENT FOR REMOTE ACCESS
TO KING WILLIAM COUNTY LAND RECORDS
MANAGEMENT SYSTEM**

SUBSCRIPTION TO REMOTE ACCESS

<http://risweb.vacourts.gov/jsra/sra/#/home>

Introduction

The Clerk's Office of the King William County Circuit Court will continue to 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:

Availability of Records

Deed Index records from 1885 to the present
Deed Images from 1874-1886, 1928 to the present
Record Images from 1816-1822, 1870-1871, 1879-1881
Will Book Index from 1885 to the present
All Will Books from 1885 to the present
Judgment records from 1999 to the present
UCC-Financing Statements records from 1999 to the present
All Plats Books

Note: There were two fires in our Historic Courthouse. The first in 1864 and the second in 1885. Some records books were salvaged from these fires and preserved while others were completely destroyed.

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 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. The individual on a subscription account must complete an application before access will be provided. The application form is attached for your reference.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 202____, by and between the Clerk of the Circuit Court of King William County, Virginia and the above-named applicant _____, (hereafter referred to as the “subscriber.”)

TERMS AND CONDITIONS

1. Terms 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 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 preventative maintenance and remedial maintenance.
- b. For operational issues beyond the control of the Clerk of the Circuit Court.
- c. When intrusion against security is being remedied.

4. Fees and Charges

The remote access fee for the subscribers is \$600 for 12 months, \$300 for 6 months and \$50 per month for 1-5 months. The fee must be paid before the remote access subscription is activated. The Clerk reserves the right to suspend or terminate service to the subscriber if payment is not received.

Each subscription account will entitle the subscriber to have 1 user approved per account.

5. 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.

6. 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 is conducted in a proper and legal manner.

7. 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 King William 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 King William 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, their Board of Supervisors, officers and their deputies, 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.

8. Entire Agreement

Any legislative changes, additions or deletions shall automatically become part of this contract of the effective date of said legislative changes.

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertaking, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to this agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

9. Severability

If any provision (or part thereof) of this agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

10. 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.

11. Modifications/Amendments

Modifications or amendments to this agreement by the Clerk's Office will be sent to the subscriber via email.

12. 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.

13. 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.

This agreement may be immediately terminated by the Clerk for subscriber's failure to comply with the terms and conditions of this agreement. 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.

Subscriber

Date

Clerk/Deputy Clerk

Date

KING WILLIAM CIRCUIT COURT CLERK'S OFFICE

APPLICATION FOR SECURE REMOTE ACCESS TO LAND RECORDS

EFFECTIVE JANUARY 1, 2023

FEE OPTION: (must choose one option)

- 1) One Year Plan - \$600.00/12 months
- 2) Six Month Plan - \$300.00/6 months
- 3) Three Month Plan - \$150.00/3 months
- 4) One to Two Month Plan - \$50.00 per month
- 5) Local or State Government Department/Agency

CORPORATE NAME: _____

SUBSCRIBER'S LAST NAME: _____

SUBSCRIBER'S FIRST NAME: _____

BUSINESS ADDRESS (if applicable): _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE & FAX NUMBER: _____

EMAIL ADDRESS: _____

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

If no, who is the person? _____

RESIDENT OF COMMONWEALTH OF VIRGINIA: Yes No (Please circle one)

UNITED STATES CITIZEN: Yes No (Please circle one)

IF NOT, PLEASE INDICATE YOUR CITIZENSHIP: _____

SIGNATURE: _____

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

PRINTED NAME: _____

Commonwealth of Virginia
County of _____

I, _____, Notary Public, do hereby certify that on this
_____ day of _____, 20____, the above individual,
_____, personally appeared before me
and swore to me and acknowledged before me that the statements contained herein
are true and correct.

Clerk/Deputy Clerk/Notary: _____

My Commission Expires: _____

Notary Registration Number: _____