

### SANDRA H. BROWN

Clerk of the Circuit Court Glades County • Florida P.O. Box 10 • MOORE HAVEN, FLORIDA 33471 (863) 946-6010

# **REGISTRATION AGREEMENT TO VIEW RECORDS ONLINE GLADES COUNTY CLERK OF COURT**

RE	QUES	I FORM:					
*Reg	istered	User Name	e:				
*E-m	ail Add	ress					
*Add	ress						
*City/	State/2	Zip					
*Phone:				Alt. Phone:			
Case	s for P	arty Viewing	g:				
Name	e of Bu	siness Enti	ty for	officers,			
owne	rs or e	mployees:					
*Bar	Numbe	r for Attorn	eys:			*Required	
1.	This Agreement is for viewing electronic court records as authorized pursuant to Florida Supreme Court Administrative Order 2014-19 (AOSC14-19) as:  A Registered User (not a party to a case and not an attorney of record)						
		An officer, party with Registered	own autho d Use	er or emplo ority to viev er viewing)	oyee of a busi v such court r	Jser viewing) ness entity named as ecords (includes	a
		An attorne	y or i	recora (inci	udes Registe	red User viewing)	
2.	•	istered Use uest Form				er information on the	
	a. Cler may secu b. Cler with Part	be interruph rity issues. k will notify directions of y ID numbe	evor to ted for Region hotel, if a	o provide uor maintens stered Use w to chang applicable.	ance, networker of a unique ge the passwo Contact Julie	access to the site, what or power failures, or login ID and password and a unique PIN Braddock, Administrate with the site.	d, or

c. Clerk will maintain and modify the site as required by AOSC14-19.

## 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 not use or permit others to use the information obtained from this site for commercial or resale purposes and that all activity on this site will be tracked and monitored by Clerk to enforce this provision.
- g. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.

# 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.
- 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 GLADES 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:	
Registered User Signatu	ure
STATE OF	
	ubscribed before me, this day of, by
	to me or who produced
(SEAL)	Printed Name: Notary Public My Commission Expires: