

**SUBSCRIBER AGREEMENT FOR REMOTE ACCESS
TO ROCKINGHAM COUNTY CIRCUIT COURT CASE DOCUMENTS**
known as Officer of the Court Remote Access (hereinafter "OCRA")

This Agreement is made and entered into by and between the Rockingham County Circuit Court Clerk's Office (hereinafter "Clerk's Office") and _____ (*Name of Applicant*) (hereinafter "Subscriber"), a member in good standing with the Virginia State Bar, their agent or a pro hac vice attorney.

TERMS AND CONDITIONS OF AGREEMENT

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence upon the day of approval by both parties and to continue until terminated as provided herein.

2. DEFINITIONS

- a. "Remote Access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- b. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website.
- c. "Inquiry Only Access" means access to only search for, view and print document images.
- d. "OCRA" is the Supreme Court of Virginia's (SCV) Officer of the Court Remote Access system that enables remote viewing of documents in the SCV Case Imaging System.

3. DAYS AND HOURS OF OPERATION

The Internet access to the Circuit Court documents will generally be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except:

- a. For periods of preventative maintenance;
- b. For such other periods of remedial maintenance as may be required;
- c. For operational issues beyond the control of the Clerk's Office; and
- d. When intrusions against security are being remedied.

4. MONTHLY CHARGES

The subscription fee is a flat rate of \$25.00 per month.

5. SERVICES

- a. The Clerk's Office or its agents will provide the Subscriber with inquiry only access to all currently scanned court case documents in its Case Imaging System except for juvenile, adoption, and sealed cases as well as those parts of a file that are marked confidential, restricted, sealed, private addendum or victim/witness.
- b. The servers that store the programs and data are maintained and managed by the Supreme Court of Virginia.
- c. The Clerk's Office, its employees or agents will assume responsibility for:
 - 1) Providing the Subscriber with the current OCRA link on the Circuit Court's Web Page.
 - 2) Providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of the OCRA. The Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

- 3) Limited customer support is only available Monday through Friday, 9:00AM to 5:00PM excluding Rockingham County (hereinafter "County") or Circuit Court holidays.

6. SUBSCRIBER'S OBLIGATIONS

- a. It is the responsibility of the Subscriber to provide the computer hardware and software and/or make modifications to their existing equipment that are necessary to effect access to OCRA.
- b. Subscriber shall not use automated tools to navigate this website. Subscriber must manually enter any requests using the queries provided on the website.
- c. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Unauthorized personnel for the purposes of this contract shall be any person, employee, support staff, or entity other than the Subscriber.
- d. Information accessed from OCRA is for the use of the Subscriber in the ordinary course of their business.
- e. The Subscriber is responsible for ensuring that the use of OCRA is conducted in a proper and legal manner. If the Subscriber is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (Section 18.2-152.1 of the Code of Virginia), arising out of their use of OCRA, the Clerk's Office shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.
- f. The Subscriber is responsible for ensuring the security of the Subscriber's assigned username and password. If at any time Subscriber has knowledge of compromised security of Subscriber's access credentials, Subscriber will IMMEDIATELY notify the Clerks Office in writing.
- g. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.
- h. Information obtained on the website cannot be sold or posted on any other internet website or redistributed to any third party.

7. LIMITATION OF LIABILITY

- a. **It is acknowledged by the Subscriber that the information to be accessed through OCRA is stored and maintained in the clerk's office database system. The Subscriber hereby relieves and releases the clerk's office, its employees or agents from liability for any and all damages resulting from the use of this service or interrupted service of any kind,. The Subscriber further relieves and releases the County of Rockingham, its Board of Supervisors, officers, employees and agents from liability for any and all damages resulting from the use of this service or interrupted service of any kind.**
- b. **The Subscriber hereby relieves, releases, indemnifies and holds harmless the Clerk's Office, the County of Rockingham, its Board of Supervisors, officers, employees and agents and the Supreme Court of Virginia of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service.**
- c. **The Subscriber agrees that the Clerk's Office, its 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.**
- d. **In no event will the Clerk's Office, its employees or its agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.**
- e. **It is acknowledged by the Subscriber that the County of Rockingham, its Board of Supervisors, officers, employees or agents are not a party to this Agreement and that the County shall incur no liability hereunder.**

- f. This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement.**
- g. The information or data accessed by Subscriber may or may not be the official governmental record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.**
- h. Nothing in this Agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Rockingham, its Board of Supervisors, or their respective officers, employees and agents.**

8. WARRANTIES

Neither the Clerk, deputy clerks, employees, or agents, nor the County of Rockingham, its Board of Supervisors, employees or agents expressly or impliedly warrant that the information or data accessed by Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

9. ASSIGNMENT

The Subscriber agrees not to assign any right or interest in this Agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this Agreement is null and void.

10. GOVERNING LAW

This Agreement and/or any dispute arising there from shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia.

11. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, 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.

12. ATTACHMENTS

The attachments referred to in the body of this contract are an integral part of this Agreement and reference to this Agreement shall be deemed to include all the attachments.

13. NOTICE

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person, mailed postage prepaid by certified or registered mail, mailed electronically and/or posted on the Clerk's Office Web Page, unless otherwise specifically stated herein.

14. TERMINATION

- a. This Agreement may be terminated without cause by either party on ten (10) days written notice to the other.**
- b. This Agreement may be terminated by the Clerk's Office for Subscriber's failure to comply with the terms of this Agreement, failure to make payments or breach of Agreement.**
- c. This Agreement shall be terminated immediately if the Board of Supervisors of Rockingham County fails to appropriate and continue funding for the services provided under this Agreement. Subscriber acknowledges that the Clerk's Office has no control over the amount of appropriations, if any, that the Board of Supervisors will provide for continuation of the services under this Agreement.**

d. This Agreement may be terminated as otherwise specified.

15. RATES, FEES AND TERMS MAY CHANGE.

The Clerk’s Office may change the Agreement terms, at any time for any reason. If the Clerk’s Office changes the terms of the Agreement, Subscriber will receive notice and have the right to terminate this Agreement.

16. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

THIS AGREEMENT must be executed by the individual requesting authorization to use OCRA.

APPLICANT’S FULL NAME: _____

BUSINESS/LAW FIRM NAME: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

VIRGINIA STATE BAR NUMBER: _____

Date

Signature

State of: _____; City/County of: _____

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

My Commission Expires: _____

Notary Public or Deputy Clerk

Registration Number: _____

Print or Type Name

**Please mail this completed page and signed agreement to:
Clerk of the Circuit Court, Attn: OCRA Web Subscription, 80 Court Square, Harrisonburg, VA 22802**

For Clerk’s Office Use Only: Processed by: _____ *Date:* _____