

Clerk's Office
Suffolk Circuit Court

INTERNET ACCESS SUBSCRIPTION
Land Records
(AmCadLISII,TrakRecord)

150 N. Main Street, Suffolk, VA 23434

Introduction

The Clerk's Office is pleased to be able to offer remote access to the land records (AmCad LISII/TrakRecord) via the Internet. The offering is a monthly subscription and requires a signed agreement. This requires the user to file, under oath, a "Registration Form" and an "Applicant Release and Authorization Form". In addition, in order to obtain the monthly subscription, you must complete the "Subscriber Agreement" contained herein. A fully executed original of the Registration Form, the Subscriber Agreement, and Applicant Release Form must be filed in the Circuit Court Clerk's Office before the monthly subscription can begin.

Charges (Monthly Subscription)

The charge for access will be \$50 a month/per user paid for in advance on a monthly basis.

Choose the date you wish to begin service. Please allow at least 5 business days for mail and account activation.

The Clerk's Office will not bill for this service. Method of payment is by credit card only. It will be the responsibility of the subscriber to provide Amcad LISII/TrakRecord with credit card information prior to account activation.

ONLY CREDIT CARDS WILL BE ACCEPTED FOR MONTHLY ACCESS FEE.

Subscriber Agreement for Suffolk Land Records

This Agreement ("Agreement") is made and entered into as of the ___ day of _____, _____, by and between Suffolk Circuit Court Clerk's Office (hereinafter Clerk's Office) and _____, (hereinafter Subscriber).

Terms and Conditions of Agreement

1. Terms of Agreement

It is the intent of both parties to participate in a program which will provide, to the Subscriber, remote access to the Land Record data maintained by the Clerk's Office, said service to commence on or about the _____ day of _____, _____, and to continue until terminated as provided herein.

2. Subscriber Option

The Clerk's Office provides remote access, which allows the user to access the indexes at our web site (www.suffolk.landrecordsonline.com) free of charge. This monthly subscription provides both index and image retrieval to the records shown in Attachment A. for one set fee of \$50 per month per user and forms the basis for this Agreement.

3. Day and hours of operation

Land Records Management System (known as AmCadLISII/TrakRecord) will generally be available seven days a week, twenty-four hours a day, including all holidays, except:

- a) For periods of preventive maintenance.
- b) For other periods of remedial maintenance as may be required.
- c) Intrusions against security.
- d) Adverse operational impacts beyond the control of the Clerk's Office or the City of Suffolk.

4. Charges

The fee for the Subscriber Agreement shall be a flat rate of \$50 per month per user. The charges provided for in this Agreement shall commence on the effective date stated on the face hereof and will be due again on or before the 1st day of the next month. Charges will be assessed for any portion of a month.

The Clerk's Office reserves the right to suspend or terminate service to the Subscriber if payment is not received on or before the 1st day of the following month; however, if suspended or terminated, the Subscriber is not relieved from the obligations set forth in this Agreement, up to and including the date upon which the service was discontinued. All charges specified are those currently in effect and are subject to change. If charges relating to remote access are specifically allowed in the Code of Virginia, any legislative changes, additions or deletions shall automatically become a part of this contract as of the effective date of said legislative changes. Subscriber has the option of terminating this Agreement in accordance with Section 14.

5. **Services**

- a. The Clerk's Office or its agents will provide the Subscriber with inquiry only access to an on-line data base system as listed on Attachment A.
- b. The Clerk's Office, its employees or agents will assume responsibility for providing the Subscriber with limited consultation, via e-mail, on specific problems that arise in the use of AmCadLISII/TrakRecord. The Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

6. **Subscriber's Obligations**

- a. It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make modifications to their existing equipment, which are necessary to effect access to AmCadLISII/TrakRecord.
- b. The Subscriber is responsible for ensuring that its location and/or computers are not used by unauthorized personnel to access information from AmCadLISII/TrakRecord. Unauthorized personnel, for the purpose of this Agreement, shall be any person or entity other than the Subscriber or its employees. **Sharing of user ID and/or password is strictly prohibited and illegal.**
- c. Information accessed from AmCadLISII/TrakRecord is for the use of the Subscriber in the ordinary course of its business.
- d. The Subscriber is responsible for ensuring that the use of AmCadLISII/TrakRecord by its employees is conducted in a proper and legal manner. If the Subscriber or one of its employees is convicted of a crime, including, but not limited to, a violation of the Virginia Computer Crimes Act (§18.2-152.1 of the Code of Virginia), arising out of the use of AmCadLISII/TrakRecord, such conviction shall constitute a material breach of this Agreement, and the Clerk's Office shall have the right to terminate this Agreement immediately. Nothing contained herein shall be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.

7. **Limitation of Liability**

- a. It is acknowledged by the Subscriber that the information to be accessed through AmCadLISII/TrakRecord is stored and maintained in the Clerk's Office database system. The Subscriber herein relieves and releases the Clerk's Office, it's employees, officials or agents from liability for any and all damages, claims, losses or expenses including reasonable attorney's fees resulting from interrupted service of any kind, except for damage caused by gross negligence or willful misconduct.
- b. The Subscriber herein hereby relieves, releases, indemnifies and holds harmless the Clerk's Office, its officials, employees, volunteers and agents for any liability for any and all damage, claims, losses or expenses including reasonable attorney's fees, resulting from incorrect data or any other misinformation accessed from this service.
- c. The Subscriber agrees that the Clerk's Office, it's employees or agents shall not be liable for any 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 City of Suffolk and its City Council, employees or agents, volunteers or servants are not a party to this Agreement and that the City of Suffolk 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 the Subscriber may or may not be the official governmental record required by law. In order to assure accuracy of the data, 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 Circuit Court or its officials, employees, volunteers or servants.

8. **Warranties**

The Clerk's Office, its officials, employees, volunteers, servants or agents neither express, imply or warrant that the information or data accessed by the 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 this Subscriber to transfer by any means, any of the rights, duties or obligations of this Agreement shall render this Agreement null and void.

10. **Governing Law/Venue**

This Agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia, regardless of where actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Suffolk, 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 Agreement 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 or mailed postage prepaid by certified or registered mail.

14. **Termination**

- a. This Agreement may be terminated without cause by either party on fifteen (15) days notice to the other. Subscriber remains responsible for payment of charges for services rendered or obligations incurred.
- b. This Agreement may be terminated by the Clerk's Office or its agents for Subscriber's failure to comply with the terms of this Agreement, failure to make payments of charges, or breach of the Agreement.

- c. This Agreement shall be terminated immediately if funding for this system is withdrawn for any reason. Subscriber acknowledges that the Clerk's Office has no control over the amount of appropriations, if any, which may be provided by any governmental entity for the continuation of the services under this contract.
- d. This Agreement may be terminated as otherwise specified.

15. **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 party hereto has executed this Agreement as of the date first written above.

Subscriber

By: _____
Signature

Printed or typed name

Title

State of _____
City of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by

Notary

Notary Registration Number

My commission expires _____

Attachment A

**Records Available in AmCadLISII/TrakRecord
Circuit Court Clerk's Office of the City of Suffolk**

INDEX/IMAGES ARE AVAILABLE FOR THE FOLLOWING DOCUMENTS

DEEDS AND RELATED LAND RECORDS

Indexes and images from 1974 to present.

UCC FILINGS (FINANCING STATEMENTS)

Indexes from 1998 are available. Images from 2006 to present.

PLATS

Indexes and images from 1974 to present.

JUDGMENTS

Indexes from July 1998 are available. Images from 2000 to present

FIDUCIARY

Indexes from April 1998. Images from January 2001 to present

Internet Land Records Registration Form

City of Suffolk Circuit Court Clerk's Office

Application is hereby made, pursuant to Virginia Code §17.1-292 et.seq., to establish registration for Internet access to the land records system in use in the Clerk's Office of the Circuit Court of Suffolk, Virginia.

My name is: _____
(Please print or type)

I am a representative of _____
(Please print or type name of company)

My business or residence address (Please indicate if this is a business address or private residence) is:

Private residence _____ Business address _____

(Street number and name)

(City, State & Zip Code)

E-mail address: _____ Phone No: _____

Check here if you are a citizen of the United States. _____

If you are not a U.S. citizen, please indicate your citizenship _____

NOTE: Once we receive and approve your registration form, an email from support@amcad.com, will be sent to you which will contains an activation link. Click on that link and it will bring up the registration page where you will need to setup a user id and password and provide credit card information.

Signature of applicant

After first proving his/her identity to me, by a picture identification, the answers provided on this form were provided, in person, by said applicant before me on this _____ day of _____, 20__.

(Notary or other person authorized to administer oaths)

Registration Number _____
My commission expires: _____

Return to: Circuit Court Clerks Office , Attn: Cynthia E. Robertson, P. O. Box 1604, Suffolk, VA 23439-1604

For Clerk's Office use only : Approved _____ Not approved _____
