



## **TOM BEXLEY, Clerk of the Circuit Court & Comptroller**

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1769 East Moody Blvd., Building #1 • Bunnell, Florida 32110

Phone: (386) 313-4400 • Website: [flaglerclerk.com](http://flaglerclerk.com)

### **Electronic Subscription Access Agreement**

This Agreement, effective on the date signed by the Clerk below, is made between the Clerk of the Circuit Court, Flagler County, Florida, ("Clerk") and [REDACTED] ("Customer") for the purpose of providing the Customer secured electronic access to certain data for one individual user, as defined as part of this Agreement, which is received and/or created by the Clerk in the course of performing his legal duties, i.e., the Clerk's duties as defined by Florida Statutes 119.07, 28.222, 28.2221, and other applicable law.

#### **I. INFORMATION TO BE PROVIDED PURSUANT TO THIS AGREEMENT**

The Clerk will provide to Customer, Subscription Internet Access to the Official Records of Flagler County. The Official Records Index includes information pertaining to recorded documents.

The document images available online consist of RELEASED records only. The term "released", means the documents have been recorded, indexed, verified and released for viewing. Please note there may be documents that have been recorded but not released; therefore, their related images are not available.

The Clerk will make available certain data, which is received and/or created by the Clerk in the course of performing his legal duties. This Agreement specifically excludes providing information, which is deemed sensitive, or reserved, or is otherwise restricted by law.

#### **II. PERIOD OF AGREEMENT**

This Agreement will remain in force until canceled in writing by either party. The written cancellation notice from Customer must be received by the Clerk at least 15 days prior to the actual cancellation date. Written amendments relative to various aspects of the Agreement may be required from time to time, which will become effective AS NOTIFIED BY THE CLERK. The Clerk reserves the right to terminate this Agreement, with or without cause, at any time upon notice to Customer.

### **III. RATES**

A. There is an initial non-refundable SET-UP fee in the amount of \$125.00 per user for non-interrupted service, along with the annual service fee of \$300.00 (password access to official records only) or \$600.00 (data file delivery plus password access) for a total starting cost of \$425.00 or \$725.00 for each agency that would like to have access to the Clerk's systems.

B. Payments are due once a year, by October 1st. Failure to pay by October 31st will result in immediate disconnect. If disconnected, Customer will have to pay the \$125.00 initial set-up fee again along with the annual service fee. Any costs incurred by the Clerk in the collection of default payments or returned checks will be billed to the Customer.

C. The customer will be given 30 days written notice of any rate adjustments.

D. If Customer training is required to access the system; it and additional training is available by appointment. Training sessions are located in the Recording Department of the Flagler County Court House. The training fee is \$25.00 per session, per user.

### **III. SYSTEM AVAILABILITY AND EQUIPMENT RECOMMENDATIONS**

A. The Clerk will provide access to the system 24 hours a day, however, support for the system will be limited to Monday through Friday from 8:30 a.m. to 4:00 p.m. excluding holidays as recognized by the Clerk. The Clerk assumes no responsibility for system downtime and Customer may be disconnected after a reasonable period of inactivity.

B. The Customer is responsible for Customer's site equipment.

C. The Customer must run an Internet browser supported by the Clerk.

D. All Internet customers must provide their own Internet Service Provider and be able to navigate over that Internet connection to the Clerk's website, which currently is <http://flaglerclerk.com>.

### **V. GENERAL**

The information available through this web site is not the official record and should not be relied on for any type of legal action. While the Clerk's Office has attempted to preserve the accuracy of the on-line version of these records, they are not official, and the Flagler County Clerk of the Circuit Court will not be responsible for any inaccuracies or omissions that may be encountered.

Only those records that are maintained within the Office of the Clerk of the Circuit Court shall be referenced or considered as the official records of Flagler County. Images copies from this Internet site have not been certified as being true and correct copies of the instruments filed and recorded with the Clerk of the Circuit Court. Certified copies of these documents may be purchased upon request.

The Customer is expressly prohibited from reproducing, publishing online, selling, reselling, or otherwise disseminating data or information accessed pursuant to this Agreement, except as permitted by law. The information accessed is not intended to be used for commercial resale, except as permitted by law. Unauthorized attempts to change information on this service are strictly prohibited and may be punishable under all applicable laws.

## **VI. RELEASE AND INDEMNIFICATION**

The Clerk neither expressly nor impliedly warrants that the information or data accessed by the Customer is accurate or correct. The Clerk shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any amendments thereto. In no event shall the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Customer's use or application of the information accessed as a result of using the system under this Agreement.

By using this service, in any form, the Customer agrees to release, indemnify and hold harmless the Clerk, Clerk employees, agents and contractors and anyone involved in storing, retrieving, or displaying this information for any damages of any type or legal cause of action whatsoever that may be caused by accessing this information over the Internet.

## **VII. AUTHORIZED USER**

The Customer agrees to notify the Clerk's Office in writing of any change regarding the authorized User for this Agreement.

The authorized User's name is: \_\_\_\_\_

## **VIII. AUTHORIZED CUSTOMER**

_____		
(Signature)	(Date)	(Printed Name)

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_