REGISTRATION AGREEMENT TO VIEW COURT RECORDS ONLINE PASCO COUNTY CLERK & COMPTROLLER (CLERK)

1. Contact Information

*Requestor's Name (User)		
*E-mail Address		
*Address		
*City/State/Zip		
*Phone	Alt. Phone	
Name of Business Entity		
*Bar Number		

^{*}Required

2. Registration

This Registration Agreement is by and between the above named User and the Office of Nikki Alvarez-Sowles, Esq., Clerk & Comptroller, (hereinafter the "Clerk") through which User requests online viewing of electronic court records as authorized pursuant to Florida Supreme Court Administrative Orders 2014-19 (AOSC14-19) and 2015-018 (AOSC15-18) as an Attorney of Record.

The User affirms the contact and other information in this agreement is correct.

3. Clerk Responsibilities

- a. After approval of User's registration request, the Clerk will notify User of a unique login ID and password, with directions on how to change the password.
- b. Clerk will reasonably endeavor to provide uninterrupted access to the site, which may be interrupted by periodic maintenance, network or power failures, security issues, or other acts reasonably outside of the Clerk's control.
- c. Clerk will maintain and modify the site as required by AOSC14-19, AOSC15-18, and subsequent orders governing online viewing of court records.

4. User Responsibilities

- a. Ensure that only the User has knowledge of the assigned login ID and password.
- b. Prohibit any person or entity other than the User from using the assigned login ID and password to access the site.

- c. Immediately notify Clerk if the User discovers that the assigned password is known by another person, whether used or not, so the existing login ID may be deactivated and a replacement login ID issued.
- d. Provide updated contact information by submitting a new Registration Agreement.
- e. Understand that paper or electronic documents may not be immediately available online after they are filed with Clerk.
- f. Use the data viewed in a manner and for purposes authorized by and consistent with AOSC14-19, AOSC15-18, and Florida Law.
- g. Do not use or permit others to use the information obtained from this site for commercial or resale purposes and to acknowledge that activity on this site will be tracked and monitored by Clerk to enforce this provision.
- h. Provide computer hardware and software and/or make modifications to existing equipment for access to the site.

5. Limitations of Liability

- a. The 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) User's equipment; (c) use or viewing of electronic court records.
- b. Nothing in this Agreement shall be construed to waive the sovereign immunity rights or limitations of liability of the Clerk pursuant to section 768.28(5), Florida Statutes, as may be amended.
- c. The Clerk shall not be liable for or be considered in breach or default of the responsibilities under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond the Clerk's reasonable control.

6. Jurisdiction and Notices

- a. 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 Pasco County, Florida.
- b. 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 in section 1 above.

7. Termination and Other Remedies

- a. If the 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 may be terminated immediately if sufficient funding is unavailable for any reason. The User acknowledges that the Clerk has no control over appropriations that may be provided by any other governmental entity for the continuation of the services under this Agreement.
- c. 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.

State of Florida County of Pasco
Date:
User Signature
Sworn to and subscribed before me on
thisday of, by
Personally produced known or identification
Notary Signature
(Seal)