

## ATTORNEY ACCESS AGREEMENT

This agreement dated \_\_\_\_\_, 20\_\_\_\_, is made between the **Clerk of the Circuit Court, Volusia County, Florida** ("Clerk") and \_\_\_\_\_ Attorney of Record ("Attorney") for the purpose of providing the Attorney remote electronic access to court-related data and records in the custody of the Clerk as provided by law, subject to limitations.

### I. PERIOD OF AGREEMENT

This Agreement may be canceled by either party without cause upon 15 days written notice. Written amendments or addendums to the Agreement may be required from time to time and the Attorney will have the option of accepting the written conditions or terminating the Agreement. Any executed addendums are incorporated into this Agreement by reference.

### II. DATA AVAILABILITY AND LIMITATIONS

The Clerk will make available certain data and records from cases in which the Attorney is the Attorney of Record, **excluding** the provision of certain information, document types or case categories which are deemed confidential or non-public, or are otherwise restricted by law or excluded at the Clerk's discretion.

### III. SYSTEM AVAILABILITY AND EQUIPMENT RECOMMENDATIONS

The Clerk will provide access to the system 24x7 through [www.clerk.org](http://www.clerk.org). However, support for the system will be limited to Monday through Friday from 8 am to 4:30 pm excluding holidays. The Clerk assumes no responsibility for system downtime during the hours of availability. The system may be unavailable at the option of the Clerk. The Attorney is responsible for Attorney site equipment.

### IV. TERMS AND CONDITIONS (INITIAL EACH PARAGRAPH)

I, the undersigned Attorney, hereby acknowledge and agree to the following conditions of electronic access (initial each paragraph):

\_\_\_\_\_ I am authorized to practice law and am a member of the state Bar Association, and I will update the Clerk in writing of any change in my status as an admitted attorney.

\_\_\_\_\_ I understand that as the Attorney of Record I may gain access to case types, records and information that are otherwise exempt from public access or confidential pursuant to Florida or federal law. I am **fully responsible for identifying confidential or non-public information and maintaining the confidentiality** of such information. The Clerk may terminate my access upon a breach and pursue any other remedies available at law.

\_\_\_\_\_ Access to the system under this Agreement is provided solely at the Clerk's discretion. The Clerk does not have an obligation or duty to provide electronic access to particular court records to the Attorney. The Clerk voluntarily chooses to make certain records available under this Agreement at her discretion, and the Clerk may alter, eliminate, add or reduce access to or the availability of information at any time.

\_\_\_\_\_ Access to the system under this Agreement is for the use of the Attorney in the ordinary course of business, and is not intended or permitted to be resold, disclosed, shared or used for personal or commercial use. **Redistribution or disclosure of information to third parties is strictly prohibited.**

\_\_\_\_\_ Records and data accessed through the system under this Agreement are **not the original or official court record** in the custody of the Clerk. The Clerk does not expressly or impliedly warrant that the information or data accessed by the Attorney is accurate or correct. A time lapse may exist between the filing of a paper document and the appearance of the filing on the system. To obtain certified copies of any record or to ensure

accuracy of data or information, the Attorney should consult the Clerk's office.

\_\_\_\_\_ 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 or addendums. **In no event shall the Clerk be liable for any special or consequential damages or for any indirect damages resulting from the Attorney's use or application of the information accessed as a result of using the system under this Agreement.** Attorney hereby relieves and releases, indemnifies and holds harmless the Clerk, Clerk's employees and agents from liability and from any and all damages resulting from or in connection with this Access Agreement. In the event that any legal proceedings are commenced in connection to this Agreement, the venue for any such proceedings is Volusia County, Florida.

**V. ATTORNEY IDENTITY VERIFICATION**

Do you currently have an Internet Access account with the Clerk of Court? No \_\_\_ Yes \_\_\_. If yes, please provide your current login ID: \_\_\_\_\_.

I, \_\_\_\_\_ (print), hereby attest and affirm that I am authorized to practice law and am a member of the state Bar Association, and I agree to notify the Clerk's office in writing of any change in my status as an admitted attorney. I understand that through this Agreement, I will only gain access to those cases of which I am an Attorney of Record, and I agree to the terms and limitations of this Agreement.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Email Address Phone Number Bar ID#

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

(Notary Seal)

\_\_\_\_\_  
Notary Printed Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

The assignment of a User Login ID and Password constitutes acceptance of the Agreement by the Clerk.

Email the completed form to: clerk@clerk.org

<b>X. CLERK USE ONLY / INFORMATION SYSTEMS:</b>	
_____ User's Login ID	_____ Date Assigned