

REGISTRATION AGREEMENT TO VIEW RECORDS ONLINE

HARDEE COUNTY CLERK OF COURTS (CLERK)

REQUEST FORM:

***Registrant Name:** _____

***Email Address:** _____

***Address:** _____

***City/State/Zip:** _____

Phone/Alt. Phone: _____

Case Number for Party Viewing: _____

Name of Business Entity: _____

***Bar Number for Attorneys:** _____

**Required*

1. **This Agreement** is for viewing electronic court records as authorized pursuant to Florida Supreme Court Administrative Order 2016-14 (AOSC16-14) as:

_____ A Registered User (not a party to a case and not an attorney of record)

_____ A party to a case (includes Registered User viewing)

_____ An officer, owner or employee of a business entity names as a party with authority to View such court records (includes Registered User viewing)

_____ An Attorney of Record (includes Registered User viewing)

2. **Registered User** affirms the contact and other information on the Request Form above is correct.

3. **Clerk Responsibilities:**

- a. Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues
- b. Clerk will notify Registered User of a unique login ID and password, with directions on how to change the password and a unique PIN or Party ID number, if applicable
Contact Charlene Albritton, recording.sup@hardeeclerk.com (863)773-4174 ext. 7225 for help with registering for the site
- c. Clerk will maintain and modify the site as required by AOSC16-14, which also allows the Clerk to limit information and documents viewable online

4. **Registered User Responsibilities:**

- a. To ensure that only Registered User has knowledge of the assigned login ID and password and unique PIN or Party ID number, if applicable
- b. To prohibit any person or entity other than the Registered User from accessing the site
- c. To immediately notify the Clerk, if Registered User discovers the assigned password is known by another person, whether used or not, so the existing login ID may be deactivated and replacement login information is issued
- d. To provide updated contact information or, for parties, updated case information by submitting a new Request Form, which, when submitted, is incorporated by reference
- e. To understand that paper or electronic documents may not be immediately available online after they are filed with the Clerk

- f. To protect information or documents received from the Clerk under this Agreement or previous Agreements that have been subsequently determined confidential upon notice that the information or documents are confidential
- g. To provide computer hardware and software and/or making modifications to existing equipment for access to the site

5. Limitations of Liability:

- a. Registered User releases the Clerk and the Clerk's employees and agents from any liability and any damages resulting from or related to:
 - a) Interrupted service of any kind
 - b) Registered User's equipment
 - c) Use of or viewing of electronic court records
- b. Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or the Clerk's employees and agents or of the Registered User's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or Registered User as set forth in Section 768.25(5), Florida Statutes

6. 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 the Agreement will be maintained in Hardee County, Florida

7. 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 on the Party Request Form

8. Termination and Other Remedies:

- a. If Registered User breaches the provisions in this Agreement or otherwise uses data or information improperly as deemed by the Clerk, the Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity
- b. This Agreement will be terminated immediately if funding is withdrawn for any reason Registered User acknowledges that the Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement

9. 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

Date: _____

State of _____ **County of** _____

Registered User Signature _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____, who is personally known to me, or has produced _____ as identification and who did take an oath.

Notary Public: _____

Please email or fax this completed form to:

Charlene Albritton, Other Government Services Department
 recording.sup@hardeeclerk.com
 Phone (863)773-4174 ext. 7225
 Fax (863) 773-4422

(Seal)