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# Clerk of the Circuit Court & Comptroller

Office of Gary J. Cooney, Clerk & Comptroller

P.O. Box 7800 • 550 W. Main St. • Tavares, FL 32778-7800 • [www.LakeCountyClerk.org](http://www.LakeCountyClerk.org)

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## COURTS ELECTRONIC FILE TRANSMISSION AGREEMENT

This agreement, dated \_\_\_\_\_, 20\_\_\_\_, is made between the Clerk of the Circuit Court and Comptroller, Lake County, Florida (the “Clerk”) and \_\_\_\_\_ (the “Customer”) for the purpose of providing the Customer with electronic access to information that, per Florida Statutes and Supreme Court orders, cannot be made publicly available on the Clerk’s website and that is received or created by the Clerk in the course of performing the Clerk’s legal duties.

### I. TERM OF AGREEMENT

This Agreement will remain in force until canceled in writing by either party. The written cancellation notice must be received 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 and the Customer will have the option of accepting amendment conditions or terminating the Agreement.

### II. INFORMATION AVAILABILITY

The Clerk will make information available related to the performance of his legal duties or granted by other agencies. This Agreement specifically excludes providing information which is deemed sensitive, or reserved, or otherwise restricted by law. The data available for access is listed in **SECTION IV, AVAILABLE ELECTRONIC TRANSMISSIONS**.

### III. RATES

The following specific conditions apply:

- A. There is a one-time setup fee of \$60.00 per request for electronic transmission.
- B. Non-refundable annual usage fee is \$300.00 per file request paid on a prorated delivery basis.
- C. Usage fee must be paid upon notification prior to January 1 of each new year.
- D. The Clerk retains the right to make annual rate adjustments.

### IV. AVAILABLE ELECTRONIC FILE TRANSMISSIONS

- A. Traffic Citations (daily)
- B. Civil Traffic Filed (daily)
- C. Civil Traffic Disposed (daily)
- D. Criminal Traffic (CT) / Misdemeanor (MM) / Felony (CF) Filed (weekly)
- E. Criminal Traffic (CT) / Misdemeanor (MM) / Felony (CF) Disposed (weekly)
- F. Eviction Cases Report (weekly)

### V. GENERAL

The Clerk does not imply or expressly warrant that the information 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 or attachments 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 provided as a result of this Agreement. Information provided is not a replacement for the original records. Parties should refer to the printed version of the records and independently verify the accuracy of the data. Any person or entity using this information hereby releases, acquits, and forever discharges the Clerk and its officers, agents, and employees from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, and compensation whatsoever, known or unknown, now existing or hereafter accruing,

on account of or in any way growing out of these electronic files transmissions and the information contained herein. This specifically includes, without limitation, any such claims which arise out of the negligence of any or all of the persons released.

This Agreement shall be construed in accordance with Florida law. In the event that any legal proceedings are commenced as a result of this Agreement, the venue for any such proceedings is Lake County, Florida. The Clerk maintains all immunities provided by law including, without limitation, the limits of liability found in Section 768.28, Florida Statutes.

**VI. SYSTEM SECURITY**

By signing this agreement, the Customer assumes the responsibility to treat the information provided as confidential and to ensure that users only access this information to fulfill official duties. In addition, the Customer agrees to inform the Clerk’s Office if access to the information is no longer needed by the Customer. Any unused funds will be forfeited if service is canceled prior to the end of the service year. The point of contact for such notification is the Clerk’s OfficeService Desk at (352) 742-4330.

**VII. REQUESTED ELECTRONIC FILE TRANSMISSIONS**

Please check requested transmissions:

- Traffic Citations Report (daily)
- Civil Traffic Filed (daily)
- Civil Traffic Disposed (daily)
- Criminal Traffic (CT) / Misdemeanor (MM) / Felony (CF) Filed (weekly)
- Criminal Traffic (CT) / Misdemeanor (MM) / Felony (CF) Disposed (weekly)
- Eviction Cases Report (weekly)

**VIII. AUTHORIZED SIGNATURES**

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (as signed above)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company or Agency Name

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

\_\_\_\_\_  
City

\_\_\_\_\_  
Street

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone

**CLERK’S USE ONLY**

\_\_\_\_\_  
Clerk’s Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name (as signed above)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Check Amount

\_\_\_\_\_  
Check Date

\_\_\_\_\_  
Received