



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

OFFICIAL RECORDS SEARCH 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 VII, AVAILABLE APPLICATION SYSTEMS.**

III. RATES

The following specific conditions apply:

A. Official Records (OR) Search Only:

1. There is a one-time subscription fee in the amount of \$60.00 per user sign-on and an annual usage fee of \$180.00 paid on a prorated delivery basis. Customers who sign up for periods beginning October 1 may additionally prepay for the next year.
2. The annual usage fee of \$180.00 per user sign-on is paid upon notification prior to the start of the next year.
3. The Clerk retains the right to make annual rate adjustments.

B. FTP Downloads – OR Index and Images; and OR Search:

1. There is a one-time subscription fee in the amount of \$60.00 per user sign-on and an annual usage fee of \$800.00 paid on a prorated delivery basis. Customers who sign up for periods beginning October 1 may additionally prepay for the next year.
2. The annual usage fee of \$800.00 per user sign-on is paid upon notification prior to the start of the next year.

3. This subscription provides access to download the complete OR Index and Images for the last 10 business days. Documents prior to this time period will no longer be available for download on the FTP site. If access to archival data that is no longer on the site is needed, there will be a charge of \$25.00 for each day's data extraction performed.
4. The Clerk retains the right to make annual rate adjustments

C. FTP Downloads – PLAT Index and Images; and OR Search:

1. A cost of \$500.00 for the first year's subscription of Plat Images and Indexes, which includes the initial full Plat Library, plus all monthly updates for the year.
2. A cost of \$350.00 per year for subsequent year purchases which will include 12 monthly updates per year.
3. Customers who do not renew their Plat subscription by December 31, for the following year will be considered new Plat FTP customers for their next Plat FTP purchase and will not be eligible for the \$350.00 renewal fee. The initial \$500.00 fee for new customers will apply.
4. The Clerk retains the right to make annual rate adjustments.

IV. SYSTEM AVAILABILITY AND EQUIPMENT/SOFTWARE REQUIREMENTS

- A. The Clerk will provide access to the Secured Access website 24 hours/day, 7 days/week, except when the system is brought down for maintenance. Downtime notifications are provided to customers or the general public via a pop-up window when the user access the home page or on-line search screens, usually at least 24 hours prior to planned downtime. The Clerk assumes no responsibility for system downtime during hours of availability. The Customer is hereby made aware that the system may be unavailable at the option of the Clerk.
- B. The Customer is responsible for Customer site equipment. Clients will need to secure their own access Internet account with an Internet Service Provider.

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 accessed as a result of this Agreement using the system. 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 information.

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 and/or subsequent updates to the FTP site and website or 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 agrees to assist the Clerk in maintaining the security and integrity of the Clerk's computer system. Specifically, the Customer assumes responsibility to keep access identification and passwords confidential, and to ensure that users only access the system to fulfill official duties. In addition, the Customer agrees to inform the Clerk's office if access to the system is no longer needed for any reason by any individual user or if access to the system in its entirety is no longer needed by the Customer.

Initial access identification and passwords will be issued by the Clerk's office and renewed annually. However, if the Customer at any time has reason to believe that user access identification and/or passwords have been compromised, the Customer shall immediately inform the Clerk's office to make arrangements for resetting this information. The point of contact for such notification is, Clerk's Office Service Desk at (352) 742-4330.

VII. AVAILABLE APPLICATION SYSTEMS

- A. Official Records Search only
- B. FTP Downloads – Official Records Index and Images, and Official Records Search
- C. FTP Downloads – PLAT Indexes and Images, and Official Records Search

VIII. REQUESTED APPLICATION SYSTEMS

Please check requested applications:

- OR Search only
- FTP site access for OR Indexes and Images, and OR Search
- FTP site access for PLAT Indexes and Images, and OR Search

IX. AUTHORIZED SIGNATURES

Email Address

Authorized Signature

Date

Printed Name (as signed above)

Title

Company or Agency Name

Mailing Address

City

Street

Zip

Telephone