

King and Queen County, Virginia
Circuit Court
Subscriber Agreement for Remote Access to King and Queen County
Land Records Management System

<https://risweb.vacourts.gov/jsra/sra/#/home>

The Clerk's office of the King and Queen Circuit Court will continue to offer limited access to the Land Records Management System through secure and restricted web access. Access will be available through subscription only. This application is hereby made, pursuant to Virginia Code Section 2.2-3808.2 (D) (1), for access to the King and Queen County Clerk of the Circuit Court Remote Access Site. This approval of this application is at the Clerk of the Circuit Court's discretion.

Available Records:

Deed Index and Images from 1864 - Present
Will Book Index and Images from 1864 - Present
Judgment records from 1974 - Present
UCC- Financing Statements records from 1995 - Present
Plat Books from 1936 – Present

User Agreement

A User agreement ("the agreement") must be reviewed before any subscribers will be permitted to request subscription access to the system. Subscribers to the system must abide by the terms and conditions as outlined in the agreement. Each user on a subscription account must review and execute an agreement before the individual user will be approved for access. The agreement is attached for your reference.

Terms and Conditions

Terms of the Agreement

It is the intent of both parties to participate in a remote access program to commence on the day the applicable User Identification and Password are assigned to the subscriber and such agreement will continue until termination as provided herein.

Subscriber Options

The Clerk will provide online remote access to the indexes and documents on an "inquiry-only" basis.

Hours of Operation

The Land Records Management System will be available online 24 hours a day. Unless otherwise noted exceptions are:

For periods of preventative maintenance and remedial maintenance
For operational issues beyond the control of the Clerk of the Circuit Court
When intrusion against security is being remedied

Fees and Charges

The remote access fee for subscribers is \$50 per month or a yearly subscription of \$480. The fee must be paid before the remote access subscription is activated. The clerk reserves the right to suspend or terminate service to the subscriber if payment is not received.

Services

The Clerk or Deputy Clerks, or other agents will provide the subscriber with the “inquiry-only” access to the indexes and the documents that are included in the land records management system.

The Clerk, or Deputy Clerks, or other agents will provide the subscriber with documentation and limited consultation on specific problems that arise in the use of the system. The Clerk does not warrant or guarantee that the consultation results nor warrant or represent that all errors or problems will be corrected.

Subscriber Obligations

It is the responsibility of the subscriber to purchase the computer hardware and software for remote success or to make modifications to their existing equipment that will permit remote access. The Clerk will not modify the Land Records Management System to accommodate a subscriber.

The subscriber is responsible for ensuring that unauthorized personnel do not use the subscriber’s account for access to the system. Unauthorized dissemination of passwords of users and/or unauthorized access granted by an account user to unauthorized personnel will result in revocation of an account with no refund of the subscription fee.

Information accessed from the Land Records Management System is for the use of the subscriber in the ordinary course of business. Use of the subscription for any purpose other than the use in the ordinary course of business may result in revocation of an account with no refund of the subscription fee. The subscriber is responsible for ensuring that the use of the system is conducted in a proper and legal manner.

Limitation of Liability

The subscriber relieves and releases the Clerk, Deputy Clerks, Employees, or Agents from liability for any and all damages resulting from interrupted service of any kind. The subscriber further relieves and releases the County of King and Queen and its officers and employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The subscriber hereby relieves, releases, and holds harmless the Clerk, the County of King and Queen and their deputies, employees, or agents of any liability for any and all damages resulting in incorrect data, or any other misinformation accessed from this service.

The subscriber agrees that the Clerk, Deputy Clerks, their Board of Supervisors, Officers, and their deputies, and or employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party.

The information or data accessed by the subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or the information, the subscriber should consult the official government record present in the Clerk's Office.

Entire Agreement

Any legislative changes, additions or deletions shall automatically become part of this contract of the effective date of said legislative changes.

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertaking, written or oral, other than those expressly set forth herein.

Furthermore, no modifications, alterations, or amendments to this agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

Severability

If any provision (or part thereof) of this agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions shall continue in full force and effect.

Assignment

The subscriber agrees not to assign any right or interest in this agreement. Any attempt to transfer or assign any rights, duties, or obligations of this agreement by the subscriber will render the agreement null and void and the Clerk will terminate the agreement.

Modifications/Amendments

Modifications or amendments to this agreement by the Clerk's Office will be sent to the subscriber via email.

Notice of Changes

Any notice or written communication of any kind required or desired to be given or sent shall be delivered in person to the Clerk or a Deputy Clerk or mailed postage prepaid to the Clerk. An established company contact person designed by the subscribers sponsoring company must approve changes.

Termination

This agreement may be terminated without cause by either party with fifteen (15) days written notice to the other. Subscriber remains responsible for the payment of fees for services rendered or obligation incurred.

This agreement may be immediately terminated by the Clerk for subscriber's failure to comply with the terms and conditions of this agreement. The Clerk will not refund the difference of the fees. This agreement may be immediately terminated by the Clerk for Subscriber's failure to provided correct or complete information on the application form and for the failure to make payment of required fees.

All persons interested in remote access subscriptions must complete and submit an application for access. The individual on a subscription account must complete the application before access will be provided. The application is attached for reference.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____, by and between the Clerk of the Circuit Court of King and Queen County, Virginia and the named applicant _____, (hereafter referred to as the “subscriber”.)

Subscriber Signature

Date

Clerk / Deputy Clerk

Date

King and Queen County, Virginia
Circuit Court
Subscriber Application for Remote Access to King and Queen County
Land Records Management System

Please choose a Plan:

1. Monthly plan- \$50 per month, per subscriber
2. Yearly plan- \$480 annually, per subscriber (Discounted)
3. Local or State Government Department/Agency

Business Name (if applicable): _____

Authorized Representative Name: _____

Name: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____ Business/ Cell/ Home (circle one)

Resident of the Commonwealth of Virginia? Yes or No (circle one)

Are you a United States Citizen? Yes or No

If not a citizen of the United States, please list citizenship: _____

By signing your name below, you verify that the information above is true and correct.

User Signature

Date

Print

Authorized Representative Signature

Notary Page:

I, _____ a Notary Public, do hereby certify that on this
 (Name of Notary)
 _____ day of _____, 20_____, _____
 (Name of User)

and swore and acknowledged that the statements contained herein are true and correct.

My commission expires: _____,
 (Notary Public)

Registration Number: _____
 (Seal)

For Business Agreements **ONLY:**

I, _____ a Notary Public, do hereby certify that on this
 (Name of Notary)
 _____ day of _____, 20_____, _____
 (Name of Auth. Rep.)

and swore and acknowledged that the statements contained herein are true and correct.

My commission expires: _____,
 (Notary Public)

Registration Number: _____
 (Seal)