

STATE OF TEXAS §
 § **DISTRICT CLERK WEB-BASED ACCESS**
 § **SUBSCRIBER AGREEMENT**
COUNTY OF TARRANT §

This DISTRICT CLERK WEB-BASED ACCESS SUBSCRIBER AGREEMENT (hereinafter "agreement") is by and between Thomas A. Wilder, District Clerk of Tarrant County, Texas (hereinafter "DISTRICT CLERK") having administrative offices located at the Tarrant County Civil Courts Building, 100 N. Calhoun St., Fort Worth Texas, and _____ (hereinafter "SUBSCRIBER"), having its principal place of business at

_____.

I. GENERAL PROVISIONS

1.01 Entire Agreement

This agreement constitutes the entire agreement between DISTRICT CLERK and SUBSCRIBER and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this agreement.

1.02 Effective Date

This agreement is effective as of the last date indicated below the signatures of the parties hereto.

1.03 Termination Date

This agreement is effective for one (1) year from the effective date set out in 1.02 above and is automatically renewed for additional periods of one (1) year unless terminated as set forth in 1.04 or 1.05 below.

1.04 Termination by Written Notice

This agreement may be terminated by either party upon written notice to the other party.

1.05 Automatic Termination

This agreement may be terminated automatically (without notice) if SUBSCRIBER fails a) to pay any fees set out in this agreement, or b) to maintain sufficient funds in its account to pay all anticipated fees, or c) to follow the procedures for access to DISTRICT CLERK'S subscriber system.

1.06 Type of Access

SUBSCRIBER desires access to the following information:

- (a) District and County Court Criminal records;
- (b) District Court Civil records;
- (c) District Court Family records;
- (d) District Court Tax records; and
- (e) District Court imaged documents.

Certain information and/or records included in these categories may be unavailable as set out by law or court order.

1.07 Ownership of Information

SUBSCRIBER agrees that much, if not all, of the information to be accessed through this agreement consists of records of the judiciary, and such records, including the format in which they are disclosed, are subject to the ultimate control of the judiciary and its custodians of records.

II. COST, BILLING AND PAYMENT

2.01 Processing Fee

SUBSCRIBER shall pay a \$50.00 non-refundable processing fee at the time this agreement is submitted to the DISTRICT CLERK.

2.02 Escrow Account

SUBSCRIBER shall maintain an escrow account, to be administered by the DISTRICT CLERK, in an amount sufficient to cover the future month's usage (monthly charge) by SUBSCRIBER. When and if the escrow account reaches zero, SUBSCRIBER'S access is subject to termination by DISTRICT CLERK without notice to SUBSCRIBER.

2.03 Escrow Fees

SUBSCRIBER shall pay a monthly charge of \$35.00, which will be deducted from the escrow account as provided by 2.02 above.

2.04 Deposit

SUBSCRIBER shall pay in advance two months of usage fees (totaling \$70.00), together with the processing fee described in 2.01, at the time this agreement is submitted to the DISTRICT CLERK.

2.05 Change in Fees

Subject to approval by the Tarrant County Commissioners Court, DISTRICT CLERK reserves the right to change the fees set forth in 2.02 and 2.03 above. In the event of a change, DISTRICT CLERK shall notify SUBSCRIBER prior to such a change. If SUBSCRIBER does not want to pay the new fees, SUBSCRIBER'S sole option is to terminate the agreement as set out in 1.04 above.

2.06 Time for Payment of Fees

The processing and escrow fees must be paid at the time the agreement is signed, by cash or by check made payable to "Tarrant County District Clerk" and delivered to:

TARRANT COUNTY DISTRICT CLERK
100 N. CALHOUN ST., 2ND Floor
FORT WORTH, TEXAS 76196-0402
ATTN: OFFICE MANAGER

III. RESPONSIBILITIES OF SUBSCRIBER

3.01 Laws

SUBSCRIBER shall comply with the provisions of the manual governing use of the web-based access system.

3.02 Payment of Fees

SUBSCRIBER agrees that all fees set out in Section II above will be timely paid to DISTRICT CLERK.

3.03 Maintenance of Escrow Account

SUBSCRIBER agrees to maintain an escrow account with DISTRICT CLERK that contains an amount equal to or greater than the fees for the next month's charges.

3.04 Equipment for Internet Access

SUBSCRIBER shall provide internet access through either an internet service provider (ISP) or by other means.

IV. Release from Liability

SUBSCRIBER agrees that neither TARRANT COUNTY, TEXAS nor DISTRICT CLERK shall be liable or responsible for any damage, injury, or inconvenience to SUBSCRIBER or SUBSCRIBER'S clients, employees, or agents, as a result of SUBSCRIBER'S use of DISTRICT CLERK'S or TARRANT COUNTY computers. SUBSCRIBER agrees to indemnify and to hold TARRANT COUNTY, TEXAS, as well as DISTRICT CLERK, harmless from and assume all responsibility for damages occurring as a result of the use of DISTRICT CLERK'S computer(s).

4.01 Equipment

SUBSCRIBER shall provide all computer equipment necessary to effect connection to the internet and DISTRICT CLERK'S Web- Based Access System, including personal computer and printer. SUBSCRIBER shall be responsible for providing internet access. SUBSCRIBER shall be responsible for assuring the proper use, maintenance, and supervision of its equipment.

4.02 Security System and Laws

SUBSCRIBER acknowledges that TARRANT COUNTY, TEXAS and the DISTRICT CLERK employ a security system which is intended to prevent unauthorized persons from making use of the computer resources of TARRANT COUNTY, TEXAS and DISTRICT CLERK or gaining access to certain data which is stored on their computer systems. SUBSCRIBER agrees to not:

- (a) Use TARRANT COUNTY, TEXAS' or DISTRICT CLERK'S computer resources without proper authorization;
- (b) Disclose Logon-ID and password or other details of the security plan to any person without the express consent of DISTRICT CLERK.
- (c) Alter, damage or destroy any data stored on the computer system; and,
- (d) Attempt to gain or to gain access to information TARRANT COUNTY, TEXAS or DISTRICT CLERK has deemed confidential in nature.

SUBSCRIBER agrees to abide by all federal and state laws which relate to the use of TARRANT COUNTY, TEXAS' and DISTRICT CLERK'S computers and the data stored therein.

4.03 Reliability of Information

SUBSCRIBER understands and agrees that neither TARRANT COUNTY, TEXAS nor DISTRICT CLERK expressly or impliedly warrant that the information or data accessed by SUBSCRIBER is accurate or correct. SUBSCRIBER releases TARRANT COUNTY, TEXAS and DISTRICT CLERK from any and all liability and/or damages resulting from incorrect data or any other misinformation accessed from the computers and the computer records.

4.04 Inability to Access Information

Neither DISTRICT CLERK nor TARRANT COUNTY shall be liable for SUBSCRIBER'S failure to access the DISTRICT CLERK'S Web-Based Access System. In the event SUBSCRIBER is unable to access the subscriber system, SUBSCRIBER'S sole and exclusive remedy shall be to terminate this agreement.

V. RESPONSIBILITIES OF DISTRICT CLERK

5.01 Statements

DISTRICT CLERK agrees to send a monthly statement to SUBSCRIBER, via e-mail, which will reflect the charges deducted from the escrow account.

5.02 Right to Modify

DISTRICT CLERK reserves the right to add, modify, or delete information or format of information available to SUBSCRIBER.

5.03 Return of Money

Upon termination of the agreement, DISTRICT CLERK agrees to audit SUBSCRIBER'S account and to return to SUBSCRIBER any unused portion of the escrow account set out in 2.02 above. However, it is agreed that DISTRICT CLERK has no obligation to pay interest, if any, earned on such escrow fees.

VI. MISCELLANEOUS PROVISIONS

6.01 Assignment

Neither party shall assign or subcontract this agreement, or any portions hereof, without the written consent of the other parties.

6.02 Applicable Law

This agreement shall be governed by the laws of the State of Texas, and the parties agree that the place of performance of all obligations of this agreement is Tarrant County, Texas.

6.03 Notices

Any notice and/or bills or invoices under this agreement shall be in writing and sent to the address of the party as follows:

DISTRICT CLERK: TARRANT COUNTY DISTRICT CLERK
100 N. CALHOUN ST., 2ND Floor
FORT WORTH, TEXAS 76196-0402
ATTN: OFFICE MANAGER

SUBSCRIBER: _____

6.04 Severability

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this agreement shall not affect the validity or enforceability of the remaining portions of this agreement.

6.05 Authority of Parties

Both DISTRICT CLERK and SUBSCRIBER, as well as the individuals signing on their behalf, agree that those individuals whose signatures appear below have full authority to sign on behalf of and bind the DISTRICT CLERK and SUBSCRIBER to all terms of this contract.

TARRANT COUNTY DISTRICT CLERK
THOMAS A. WILDER

BY: _____

TITLE: _____

Fort Worth, TX 76196-0402

TELEPHONE: (817) 212-7208

DATE: _____

SUBSCRIBER

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

DATE: _____

Tarrant County District Clerk
Thomas A. Wilder

Web-Based Access New Subscription Identification

* Date: _____

* Applicant: _____

* Drivers License: _____ or Bar ID Number _____

Note – Photocopy of Drivers License or Bar ID must be attached and must be for the individual signing Subscribers Agreement

* INDICATES **REQUIRED** FIELDS