

DATABASE ACCESS AGREEMENT

This DATABASE ACCESS AGREEMENT is made on _____
between the Honorable Marsha Ewing in her official capacity as Clerk of the Circuit and County
Courts in and for the Nineteenth Judicial Circuit in Martin County, Florida ("Clerk") and
_____ ("Customer").

Preliminary Statements

The Clerk has certain databases containing public information available for access by the Customer.

The Customer desires to obtain dial-in telephone access to these data-bases.

Agreement

1. Access to Databases. The databases to be accessed by the Customer pursuant to this Agreement are as listed on the attached "PUBLIC ACCESS MAIN MENU".
2. Clerk's Duties.
 - (a) During the term of this Agreement, the Clerk shall provide the Customer with dial-in telephone access to the Databases and supply the Customer with applicable unique passwords. Access to additional Databases, together with additional unique passwords, will be given to the Customer at the discretion of the Clerk.
 - (b) The Clerk shall provide the Customer telephone access to the Databases Monday through Friday during the Clerk's regular office hours until 5:30 p.m. or the time of evening maintenance, whichever is later, except when it is necessary to shut down the system from time to time to perform maintenance and repairs.
 - (c) The Clerk will make her Information Management staff available to the Customer to assist in solving any problems encountered by the Customer in accessing the Databases. The Clerk reserves the right to prioritize such assistance with the overall needs of the Clerk's office, and is not required to provide technical assistance to the Customer except for the initial installation.

3. Customer's Duties.

- (a) During the term of this Agreement, the Customer will provide its own computer terminals, dial phone line, modem, and terminal emulation software. The Customer will be responsible for repairs to and replacement of this equipment.
- (b) The Customer is required to provide the Clerks Information Management staff with the phone number being used for dial-in access, and to keep this information updated at all times. This will be the only number allowed access to the network.
- (c) The Customer is required to provide the Clerks Information Management staff with the fax number, if requesting automatic faxing of documents, and to keep this information updated at all times.
- (d) The Customer is required to provide the Clerks Information Management staff with the phone number located nearest to the accessing computer terminal, and to keep this information updated at all times.

4. Charges.

- (a) The Customer shall pay the Clerk a one-time deposit of \$100.00 for this service. This charge, under Section 4(a), is intended to approximate as closely as possible the direct and indirect costs incurred by the Clerk in providing the Customer access to the Databases as required by Florida Statutes Sections 119.085(1) and 119.07(1).
- (b) Faxed documents will be charged at the rate of \$1.00 per page for local phone numbers, and \$1.25 per page for long distance phone numbers.
- (c) If using the fax service, the Customer is required to have a valid Escrow account with the Clerk, and maintain a balance at least equal to anticipated monthly charges. Payment for services (c), will be made only from aforesaid escrow account.
- (d) The Customer agrees not to keep its equipment in an "on" or "connected" condition when not actually in use.

5. Term. The term of this Agreement shall be for a period of one year commencing on the date first written above (the "Initial Term"). If this Agreement is still in full force and effect at the end of the Initial Term, it shall be automatically renewed on that date and each year thereafter for an additional one year period ("Renewal Term") unless terminated by either party upon written notice received at least 30 days before the end of the Initial of Renewal Term, or unless terminated pursuant to Section 7.

6. Florida Statute on Electronic Access. Florida Statutes Section 119.085 authorizes remote electronic access to public records and is subject to review by the Florida Legislature on or before October 1, 1990. The Clerk and the Customer agree to modify this Agreement if amendments to Section 119.085 require it.
7. Termination. The Clerk may terminate access immediately and without notice upon security or other access violations. In such event, the Clerk shall provide the Customer written notice prior to the end of the following regular workday of the reason for termination. The Clerk and the Customer agree to meet within 2 business days to determine how to prevent further violations and arrange to restore access.
8. Databases. This Agreement contemplates the ability of the Customer to access information in the Clerk's Databases in the manner and to the extent that such information is contained in the Clerk's Databases except for those records to which access is prohibited by law. The Clerk shall have sole authority and discretion to change the nature, extent, format or any other aspects of the Databases at any time without notice to or consent by the Customer.
9. Limitation of Liability. The Customer's sole recourse in the event the information in the Databases proves inadequate, inaccurate or untimely shall be the termination of this Agreement. The Customer shall have no lesser or greater rights than what they may be under common law except that Customer shall have no right of action because of failure of the Databases System due to computer shutdown.
10. Entire Agreement. This Agreement reflects the entire agreement between the parties and cancels all prior agreements and commitments, verbal or written.
11. Waiver. No custom or practice of the parties in variance with the terms of this Agreement shall constitute a waiver of any party's right to demand strict compliance with the terms of this Agreement.
12. Modification. This Agreement may not be modified or amended except in writing signed by both parties.
13. Parties in Interest. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
14. Legal Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of Florida.

The parties have executed this Agreement on the date first written above.

Customer name

Marsha Ewing, Clerk of Circuit
and County Courts, Martin County, Florida

address

By: _____

address

City/State/Zip

fax number

contact number

e-mail address

By: _____
Authorized signature