

CULPEPER COUNTY CIRCUIT COURT
135 W. CAMERON STREET, CULPEPER, VA 22701

SUBSCRIBER AGREEMENT
FOR
INTERNET ACCESS TO CIRCUIT COURT DOCUMENTS
URL: <https://risweb.vacourts.gov/jsra/sra/#/home>
(Please Review Carefully- May be a Revised Edition)

THIS AGREEMENT is made and entered into as of _____ day of _____
20____, by and between the Clerk of the Circuit Court for Culpeper County, Virginia and
the user named, _____, (hereinafter referred to as
the subscriber”) and working for (if applicable), _____
(Corporate name).

AVAILABILITY OF RECORDS

Deeds and Land Records	01/02/1996 to present and see below list
Financing Statement Indexes	10/01/2000 to the present
Judgment Images	10/01/2000 to the present
Marriage Licenses	01/02/1996 to the present
Wills and Fiduciaries Images	10/01/2000 to the present

The below records can be found under the “Historical Records Search” tab:

General Miscellaneous	1/1/1832	12/31/1835	MINUTE BOOK 17
General Miscellaneous	1/1/1864	12/31/1879	BIRTH RECORDS
General Miscellaneous	1/1/1865	12/31/1879	DEATH REGISTERS
Judgment Indexes	1/1/1984	12/31/1995	
Deeds and Land Records	1/1/1757	12/31/1764	DEED BOOK C
Deeds and Land Records	1/1/1773	12/31/1775	DEED BOOK G
Deeds and Land Records	1/1/1791	12/31/1794	DEED BOOK R
Deeds and Land Records	1/1/1810	12/31/1828	LAND CAUSES
Deeds and Land Records	7/1/1946	12/31/1973	DEED BOOKS 114- 238
Deeds and Land Records	1/1/1974	12/31/1984	DEED BOOKS 238- 320
Deeds and Land Records	1/1/1984	12/31/1995	DEED BOOKS 321- 570

Deeds and Land Records	3/9/1979	12/31/2018	PLAT BOOKS 1-4
Deeds and Land Records	11/29/2005	6/4/2015	FOLDER 1-3

All Indexes after 1996 above available for free at the above URL under “Available Courts.”

TERMS AND CONDITIONS

1. Term of Agreement

It is the intent of both parties to participate in a remote access program to commence on the day you receive your temporary password until terminated as provided herein.

2. Subscriber Options

The Clerk provides an on-line database allowing “inquiry-only” access to the particular court’s indices and/or documents.

3. Days and Hours of Operation

The Internet access to the Circuit Court documents may be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except during periods:

- a. Of preventative and remedial maintenance
- b. Of operational issues beyond the control of the Clerk
- c. When intrusions against security are being remedied

4. Fees

The yearly fee for the Subscriber is \$420.00 per user with a one-year subscription required and the full year payment of \$420.00 is due prior to activation. The six-month fee for the Subscriber is \$240.00 per user, per six-months with a six-month subscription required and the full six-month payment of \$240.00 due prior to activation. The monthly fee for the Subscriber is \$50.00 per user, with a monthly subscription required and the full payment of \$50.00 due prior to activation. If you are deemed to be exempt from fees, then none will be required prior to activation. All payments are non-refundable, and subsequent payments for renewals are due in full 15 days prior to the renewal date or as directed by the online renewal system. If you are renewing online, please follow the instructions on the website at <https://risweb.vacourts.gov/jsra/sra/#/home>. The Clerk’s Office will not bill for renewal Subscriber fees, **please see the renewal info on the application**. It is the Subscriber’s responsibility to make the necessary payments on time. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received. All fees are subject to change. This section (#4 Fees) shall not apply to

any local or state governmental agency/department. However, any local or state governmental agency/department can still renew online for free.

5. Services

The Clerk, deputies, employees or agents shall provide the Subscriber with “inquiry-only” access to the documents management system database (the Database).

The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise in the use of the website. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

6. Subscriber’s Obligations

It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the Database.

The Subscriber is responsible for ensuring that unauthorized personnel do not use the subscriber’s computer 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. The selling or posting of data on any other website or in any way redistributed to any third party is prohibited. However, the data accessed by secure remote access may be included in products or services provided to a third party of the subscriber provided that (i) such data is not made available to the general public and (ii) the subscriber maintains administrative, technical, and security safeguards to protect the confidentiality, integrity and limited availability of the data. 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 by its employees is conducted in a proper and legal manner.

7. Limitation of Liability

The subscriber relieves and releases the Clerk, deputies, 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 Culpeper, its Board of Supervisors, officers and their deputies, employees and agents from liability for any and all damages

resulting from interrupted service of any kind. The subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the County of Culpeper, its Board of Supervisors, officers and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the County of Culpeper, its Board of Supervisors, officers and their deputies, 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 Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages 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 of information, the Subscriber should consult the official governmental record.

8. 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.

9. Governing Law/Venue

This Agreement and/or any dispute arising therefrom shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia, regardless of where actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Culpeper.

10. Termination

Either party may terminate this agreement without cause with fifteen (15) days written notice to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement. The Clerk will not refund the difference of the fees.

This agreement shall terminate immediately if the Commonwealth of Virginia or County of Culpeper fail to appropriate and continue funding for services provided under this agreement.

11. Definitions

- A. "Public Access" means that the public can inspect and obtain a copy of the information in a court record.
- B. "Remote Access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
- C. "Subscriber" means any person authorized by the Clerk of the Circuit Court to have remote access to court documents on its website. If a business or nonprofit entity, organization or association (referred to collectively as "Corporate Subscriber") wishes to become a subscriber, it shall identify each employee who will have remote access to the documents on the circuit court-controlled website and each employee shall obtain approval and activation from the clerk. However, the Corporate Subscriber shall execute the Subscriber Agreement and be responsible to the circuit court for the fees and the proper use of the website pursuant to the Subscriber Agreement.
- D. "Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

12. Application

Pursuant to Virginia Code Section 17.1-294, an application must be completed and submitted to the Clerk. The application must be approved by the Clerk before activation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

SUBSCRIBER

BY: _____
Signature

DATE: _____

Printed Name

Title

Commonwealth of Virginia
County/City of _____

I, _____, a Notary Public, do hereby certify that on
this _____ day of _____, 20__, the above individual personally
appeared before me and swore to and acknowledged before me that the statements
contained herein are true and correct.

Notary Public

Commission Expires: _____

Notary Telephone Number _____

Registration Number _____

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CULPEPER COUNTY CLERK OF THE CIRCUIT COURT

Clerk's Signature

Printed Name