

**EAST BATON ROUGE PARISH CLERK OF COURT  
SUBSCRIBER AGREEMENT FOR ONLINE ACCESS**

This Agreement between the East Baton Rouge Parish Clerk of Court ("CLERK") and \_\_\_\_\_ ("SUBSCRIBER") shall \_\_\_\_\_ become effective upon receipt of the executed Agreement and shall remain effective until terminated as provided herein below.

1. CLERK agrees to provide SUBSCRIBER with access to the electronic data indicated in Attachment A to this Agreement.
2. CLERK, its employees or agents do not expressly or impliedly warrant that the information or data accessed by SUBSCRIBER pursuant to this Agreement is accurate or correct. Data is subject to change and/or correction by CLERK at any time. Access to data is not intended to be a substitute for official certification by CLERK of any information or records maintained by CLERK.
3. CLERK has invested funds to purchase equipment and employ personnel necessary to provide the technology to enable remote access to CLERK'S databases for the convenience of SUBSCRIBER. The online database system will be available 24 hours a day, 7 days a week, except when the system may be down due to periodic maintenance and causes beyond the control of the CLERK including, but not limited to power failure, acts of God, natural disaster, malfunction and/or failure of equipment, program or system.
4. SUBSCRIBER represents that the electronic data, any copies thereof and information accessed pursuant to this Agreement will be obtained solely for SUBSCRIBER'S use in the ordinary course of SUBSCRIBER'S business and that SUBSCRIBER will not engage in the business of reselling data.
5. CLERK shall remain the custodian of all information provided pursuant to this Agreement. SUBSCRIBER shall not transfer information received pursuant to this Agreement to any individual or entity not a party to this Agreement.
6. SUBSCRIBER shall not sell, mortgage, encumber, donate, give, assign, transmit or transfer the electronic data or copies of any data obtained pursuant to this Agreement without the express written consent of CLERK.
7. SUBSCRIBER acknowledges that, in the event SUBSCRIBER breaches any term or condition of this Agreement, CLERK is entitled to terminate this Agreement immediately without notice and to seek any lawful remedy including but not limited to injunctive relief restraining SUBSCRIBER from access or use of information obtained pursuant to this Agreement. In the event that legal action becomes necessary to enforce the terms of this Agreement, SUBSCRIBER shall be liable for reasonable attorney fees and any costs incurred by CLERK. Additionally, any funds received by SUBSCRIBER pursuant to any unauthorized sale or transfer by SUBSCRIBER shall be forfeited by SUBSCRIBER and remitted to CLERK.

8. SUBSCRIBER acknowledges that in order to view Clerk's online services, SUBSCRIBER must establish a non-interest bearing escrow account. Subscriber authorizes CLERK to deposit funds in SUBSCRIBER'S account with CLERK'S fiscal agent bank in CLERK'S established accounts. CLERK shall not be required to segregate funds in SUBSCRIBER'S account.
9. SUBSCRIBER will have the ability to print a Detailed Account Activity Report by selected date range. No monthly statement will be sent. The Account Manager should verify that adequate funds are available to cover the Monthly Access Fee and printing cost.
10. CLERK shall not be responsible for charges made to ACCOUNT by an unauthorized individual unless SUBSCRIBER notifies CLERK in writing that said individual is not authorized to charge on ACCOUNT.
11. SUBSCRIBER agrees to deposit to the SUBSCRIBER'S escrow account **on or before the 1st of each month** the following Monthly Access Fees:

Clerk Connect	\$50 per month	Initial password
	\$12.50 per month	Each additional password
Image Network System	\$50 per month	Initial password
	\$12.50 per month	Each additional password
Clerk Connect & Image Network System	\$75 per month	Initial password
	\$25 per month	Each additional password

If there are insufficient funds in the escrow account to cover the Monthly Access Fee on the 1st of the month, the account will become inactive. An inactive account will not permit access to the selected database(s) until the Monthly Access Fee is deposited. A SUBSCRIBER with an inactive account can only make deposits to SUBSCRIBER'S escrow account and view account activity online.

If an account becomes inactive and no deposit is received by the last day of the month for which the Monthly Access Fee was due, the SUBSCRIBER'S account will be disabled on the 1st day of the following month.

In the event SUBSCRIBER'S online access is terminated pursuant to the terms of this Agreement, SUBSCRIBER agrees to pay a setup and processing fee of \$25.00 in addition to any outstanding balance owed to CLERK. This section shall not be applicable to any SUBSCRIBER whose account has been inactive for more than three months.

12. In the event SUBSCRIBER desires to have the ability to print images and certified copies from the Clerk's online services, SUBSCRIBER agrees to deposit funds in SUBSCRIBER'S escrow account. The applicable copy fee will apply to images printed from the online services and the applicable fee for certified copies will apply. Printing and certification fees shall be deducted from SUBSCRIBER'S escrow account when printed. SUBSCRIBER understands that if no funds remain in SUBSCRIBER'S escrow account, SUBSCRIBER will not be able to print images until additional funds are deposited in SUBSCRIBER'S escrow account.

13. SUBSCRIBER agrees that CLERK shall not be liable to SUBSCRIBER, its agents or employees, or to any other person due to unavailability of access. SUBSCRIBER hereby relieves, releases and holds CLERK, its employees and agents harmless from liability for any and all damages resulting from interrupted service or down time of any kind. SUBSCRIBER further relieves and releases CLERK, its employees and agents from any liability for any and all damages resulting from incorrect data or any other misinformation accessed pursuant to this Agreement.
14. SUBSCRIBER shall be liable to CLERK for all damages caused by SUBSCRIBER, its agents or employees, to CLERK'S computers, hardware, software or CLERK'S records, whether such damage be caused intentionally or through negligence.
15. CLERK shall:
  - a. provide SUBSCRIBER with limited consultation via telephone on specific problems which arise in accessing data by SUBSCRIBER; however, CLERK does not guarantee access nor warrant or represent that all errors or problems will be corrected;
  - b. provide reasonable maintenance on all equipment in CLERK'S office necessary to maintain SUBSCRIBER'S access; however, CLERK does not guarantee maintenance results, nor warrant or represent that all errors or problems will be corrected;
  - c. provide training to each USER at CLERK'S facilities; and
  - d. provide SUBSCRIBER'S designated account manager continuous access to account information through CLERK'S web site.
16. SUBSCRIBER shall:
  - a. have all available equipment and software necessary to effect access and printing capabilities under this Agreement. An Internet Service Provider, Windows 7 or higher and Internet Explorer 10 or greater are required;
  - b. insure the proper use, management and supervision of the machines and programs, audit controls, operating methods, and office procedures by establishing the necessary controls concerning access to data obtained pursuant to this Agreement;
  - c. promptly notify CLERK of any change of address, contact information or of any resignation from employment of authorized users; and
  - d. pay in advance the Monthly Access Fee commencing upon execution of this agreement and on or before the 1st day of each subsequent month in accordance with Exhibit B.



SUBSCRIBER: \_\_\_\_\_

Address Line1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_                      \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_

Area Code    Phone Number                      Area Code    Fax

Email: \_\_\_\_\_

**Select characters for Login and at least eight characters for the Password  
(Please print or type)**

Account Manager	Email	Login	Initial Password
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
User	Email	Login	Initial Password
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
User	Email	Login	Initial Password
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
User	Email	Login	Initial Password
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**ANY INQUIRIES REGARDING THIS AGREEMENT SHOULD BE DIRECTED TO  
(225) 389-7642**

**FOR TECHNICAL ASSISTANCE, PLEASE CONTACT OUR IS DEPARTMENT AT  
(225) 389-5295**

## Attachment A

**Please select the database(s) you wish to subscribe to.**

**Clerk Connect**

Civil, Family and Probate Indexes	(1988 to present)
Civil, Family and Probate Case Tracking	(1988 to present)
Criminal and Traffic Indexes	(1987 to present)
Criminal and Traffic Case Tracking	(August 1990 to present)
Warrant and Bond Indexes	(1987 to present)
Warrant and Bond Case Tracking	(August 1990 to present)

**Image Network System**

Mortgage & Conveyance Indexes	(1973 to present)
Map Indexes	(1986 to present)
Mortgage and Conveyance Images	(1870 to present)
Map Images	(1870 to present)
UCC Records	(2007 to present)
Marriage License Index	(1988 to present)

**Fees:**

Clerk Connect	\$50 per month	Initial password
	\$12.50 per month	Each additional password
Image Network System	\$50 per month	Initial password
	\$12.50 per month	Each additional password
Clerk Connect & Image Network System	\$75 per month	Initial password
	\$25 per month	Each additional password

## **Attachment B ESCROW ACCOUNT**

CLERK will establish an escrow account for each SUBSCRIBER. All payments made by SUBSCRIBER for Online Access and related fees will be credited to SUBSCRIBER'S escrow account and deducted from SUBSCRIBER'S escrow account when payment is due. SUBSCRIBER will have the ability to print a Detailed Account Activity Report by selected date range.

### **DEPOSITS TO ESCROW ACCOUNTS CAN BE MADE IN PERSON, BY MAIL OR ONLINE.**

#### **Online:**

SUBSCRIBER can deposit funds to the escrow account by online credit card\* payment. Online credit card payments will be credited immediately to the escrow account.

#### **By Mail:**

Business Check, Cashier's Check or Money Order to:  
Doug Welborn, Clerk of Court  
Administrative Accounting - Online Access  
P.O. Box 1991  
Baton Rouge, LA 70821

#### **In Person:**

Business Check, Cashier's Check , Money Order, cash or credit card\* to 222 St. Louis Street, Room 182 during regular business hours. To ensure proper credit to your escrow account please reflect your complete account number, **including the alpha (.E) extension on all payments and correspondence.**

### **MONTHLY ACCESS FEE**

The Monthly Access Fee must be deposited to SUBSCRIBER'S escrow account on or before the 1st of each month. If there are insufficient funds in the escrow account to cover the Monthly Access Fee on the 1st of the month, the account will become inactive. An inactive account will not permit access to the selected database(s) until the Monthly Access Fee is deposited. A SUBSCRIBER with an inactive account can make deposits to SUBSCRIBER'S escrow account and view account activity online.

If an account becomes inactive and no deposit is received by the last day of the month for which the Monthly Access Fee was due, the SUBSCRIBER'S account will be disabled on the 1st day of the following month.

In the event that SUBSCRIBER'S online access is terminated pursuant to the terms of this Agreement, SUBSCRIBER agrees to pay a setup and processing fee of \$25.00 in addition to any outstanding balance owed to CLERK. This section shall not be applicable to any SUBSCRIBER whose account has been inactive for more than six months.

### **PRINTING FEE**

Images can be printed for the applicable copy fee. Certified copies can be printed for the applicable certified copy fee. If the escrow account balance is less than the cost of the copies or certified copies requested, the images will not be printed unless sufficient funds are deposited to the escrow account.

\*A service fee of 3.5% will be added to each credit card payment (R.S. 33:2933). The minimum credit card payment accepted is \$7.00.