# Business Subscriber Agreement
# Application Checklist

To ensure there are no delays in the creation of your account(s) due to incorrectly submitted documents, please locate your method of applying below and review the following steps. This checklist is provided for your convenience and should not be included with your submission.

Please do not use correction fluid or tape and if any corrections must be made that they are initialed by both the individual who signed the application and the notary.

| **If applying as an individual, did you:** | |
|---|---|
| ☐ | Include and initial the bottom of all 8 pages? |
| ☐ | Write your name on page 1's Subscriber line? |
| ☐ | Sign the 'Signature' and 'Name of Officer or Applicant' lines and fill in 'N/A' on the 'Business Title', 'Name of Business' and 'State/Place of Business' lines on page 6? |
| ☐ | Fill in the Primary and Technical contact information on page 8? |
| ☐ | Write your name in under Authorized Users on page 8? |
| ☐ | Have the application notarized on page 6? |
| ☐ | Include a fully executed Individual Subscriber Agreement and Individual Subscriber Agreement for yourself? |

| **If applying as a business with no existing accounts, did you:** (an officer of the company must fill out) | |
|---|---|
| ☐ | Include and initial the bottom of all 8 pages? |
| ☐ | Write the business' name on page 1's Subscriber line? |
| ☐ | Sign the 'Signature' line and fill in 'Name of Officer or Applicant', 'Business Title', 'Name of Business' and 'State/Place of Business' lines on page 6? |
| ☐ | Fill in the Primary and Technical contact information on page 8? |
| ☐ | Write the name of each applicant in under Authorized Users on page 8? |
| ☐ | Have the application notarized on page 6? |
| ☐ | Include a fully executed Individual Subscriber Agreement and Individual Subscriber Agreement for each applicant? |

| **If applying as a business with existing accounts:** (an officer of the company must fill out) |
|---|
| Submit a message on company letterhead requesting accounts for the user(s), by name along with an Application for Remote Access and Individual Subscriber Agreement. |

This document, related documents and instructions can be found at:

http://www.fairfaxcounty.gov/courts/circuit/cpan

# BUSINESS SUBSCRIBER AGREEMENT FOR REMOTE ACCESS TO THE COURT PUBLIC ACCESS NETWORK (CPAN)

THIS AGREEMENT is made and entered into by and between the Fairfax Circuit Court Clerk's Office (hereinafter "Clerk's Office) and _____,
(Name of Business or Applicant)
(hereinafter "Subscriber").

## TERMS AND CONDITIONS OF AGREEMENT

### 1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence upon the day the Subscriber's account credentials (ID and password) are assigned and to continue until terminated as provided herein.

### 2. SUBSCRIBER OPTIONS

The Clerk's Office provides one option for Subscribers:

Access to an on-line database system providing basic remote access to all the indexes and images shown in Schedule A.

### 3. DAYS AND HOURS OF OPERATION

The Subscriber shall be able to access an on-line data base system (hereinafter "CPAN"), as follows:

Monday through Friday, from 7:00 a.m. to 6:30 p.m. except:

a. On Fairfax County (hereinafter "County") or Circuit Court holidays;
b. For periods of preventive maintenance;
c. For such other periods of remedial maintenance as may be required.
d. **Land record images and indexes (CARS) will be available seven days a week, at least 20 hours per day, except:**
    1. On Fairfax County (hereinafter "County") or Circuit Court holidays;
    2. For periods of preventive maintenance;
    3. For such other periods of remedial maintenance as may be required.

Please note that the hours of availability vary because the Courts Automated Recording System's (hereinafter "CARS") land record documents and indexes are stored on a database maintained and operated by the Clerk's Office. All other information is stored and maintained on the County's mainframe, or in database systems maintained and operated by other Fairfax County agencies.

County and Clerk's Office management reserve the right to reduce CPAN service levels during unusual circumstances such as, but not limited to, "brown-outs," emergency production requirements mandated by law or to accommodate County production requirements, intrusions against security regulations, and adverse



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operational impacts beyond the control of the Clerk's Office, Fairfax County or the Commonwealth of Virginia.

## 4. MONTHLY CHARGES

The subscription fee is a flat rate of $50.00 (U. S. currency) per month, per authorized Subscriber. Fees are invoiced quarterly and payment must be made, in full, within thirty (30) days after receipt of the invoice. Payment is due prior to initial account activation.

The Clerk's Office reserves the right to suspend or terminate service to the Subscriber if the Subscriber's invoice is not paid within thirty (30) days after receipt of invoice; however, if suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement.

If charges relating to remote access are specifically allowed in the Code of Virginia, any legislative changes, additions or deletions shall automatically become a part of this Agreement as of the effective date of said legislative changes. Subscriber has the option of terminating this agreement in accordance with Section 14.

If any overcharges occur due to rate adjustments, Subscriber shall receive a credit for such overcharges. Such credit shall only be available to Subscribers who have not terminated service at the time such credit is declared.

## 5. SERVICES

a. The Clerk's Office or its agents will provide the Subscriber with inquiry-only access to an on-line database system as listed on Schedule A.

b. The Clerk's Office, its employees or agents will assume responsibility for:

   (1) Providing the Subscriber with the current CPAN operations on the Circuit Court's Web Page:
   http://www.fairfaxcounty.gov/courts/circuit

   (2) Providing the Subscriber with limited consultation, via telephone, on specific problems that arise in the use of CPAN. However, the Clerk's Office does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

## 6. SUBSCRIBER'S OBLIGATIONS

a. It is the responsibility of the Subscriber to purchase the computer hardware and software and/or make any modifications to existing equipment which are necessary to access CPAN.

b. The Subscriber will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods, office procedures, and for establishing the necessary controls over access to CPAN.

c. The Subscriber is responsible for ensuring that its location and/or its computer (s)

are not used by unauthorized personnel to access information from CPAN. Unauthorized personnel for the purposes of this contract shall be any person or entity who does not have his/her/its own active CPAN account credentials.

d. The Subscriber is responsible for the payment of all fees incurred through or from its location(s) or computer (s), whether said access is authorized or unauthorized, and all other obligations under this agreement.

e. Information accessed from CPAN is for the use of the Subscriber in the ordinary course of business.

f. The Subscriber is responsible for ensuring that CPAN'S USE BY ITS EMPLOYEES IS CONDUCTED IN A PROPER AND LEGAL MANNER. If the Subscriber or one of its employees is convicted of a crime, including but not limited to, a violation of the Virginia Computer Crimes Act (Section 18.2-152.1 of the Code of Virginia), arising out of their use of CPAN, the Clerk's Office shall have the right to terminate this Agreement immediately. This shall not be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.

## 7. LIMITATION OF LIABILITY

a. It is acknowledged by the Subscriber that the information to be accessed through CPAN, except land related documents and indexes, is maintained and stored in a mainframe computer which is owned and operated by the County of Fairfax. The land record documents and indexes are stored and maintained in the Clerk's Office database system. The Subscriber hereby relieves, releases, indemnifies and holds harmless 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 Fairfax, its Board of Supervisors, officers, employees, and agents from liability for any and all damages resulting from interrupted service of any kind.

b. The Subscriber hereby relieves, releases, indemnifies, and holds harmless the County of Fairfax, its Board of Supervisors, officers, employees, and agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber relieves, releases, indemnifies, and holds harmless the Clerk of the Court, deputy clerks, employees or agents of liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

c. The Subscriber agrees that the Clerk, deputy clerks, 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.

d. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought at any time permitted by law.

e. The Subscriber agrees that the Clerk, deputy clerks, employees or agents' liability hereunder for damages, regardless of the form of action, shall not exceed

One Thousand Dollars ($1,000.00).

f. In no event will the Clerk, deputy clerks, employees or agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.

g. It is acknowledged by the Subscriber that the County of Fairfax, its Board of Supervisors, officers, employees or agents are not a party to this agreement and that the County shall incur no liability hereunder.

h. This agreement creates no rights or privileges that are enforceable by anyone not a party to this agreement.

i. The information or data accessed by Subscriber may or may not be the official governmental record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

j. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Court, the County of Fairfax, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents.

**8. WARRANTIES**

Neither the Clerk, deputy clerks, employees, or agents, nor the County of Fairfax, its Board of Supervisors, employees or agents expressly or impliedly warrant that the information or data accessed by Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

**9. ASSIGNMENT**

The Subscriber agrees not to assign any right or interest in this agreement. Any attempt by the Subscriber to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

**10. GOVERNING LAW**

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.

**11. ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, 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.

## 12. ATTACHMENTS

The attachments referred to in the body of this contract are an integral part of this agreement and reference to this agreement shall be deemed to include all the attachments.

## 13. NOTICE

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person, mailed postage prepaid by certified or registered mail, mailed electronically and/or posted on the Clerk's Office Web Page, unless otherwise specifically stated herein.

## 14. TERMINATION

a. This Agreement may be terminated without cause by either party on fifteen (15) days written notice to the other. Subscriber remains responsible for payment of charges for services rendered or obligations incurred.

b. This Agreement may be terminated by the Clerk's Office for Subscriber's failure to comply with the terms of this Agreement, failure to make payments, or breach of agreement.

c. This Agreement shall be terminated immediately if the Board of Supervisors of Fairfax County fails to appropriate and continue funding for the services provided under this Agreement. Subscriber acknowledges that the Clerk's Office has no control over the amount of appropriations, if any, that the Board of Supervisors will provide for continuation of the services under this Agreement.

d. This Agreement may be terminated as otherwise specified.

## 15. RATES, FEES AND TERMS MAY CHANGE.

The Clerk's Office may change the Agreement terms, at any time for any reason. If the Clerk's Office changes the terms of the Agreement, Subscriber will receive notice and have the right to terminate this Agreement.

## 16. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date last written below.

**SUBSCRIBER: THIS AGREEMENT must be executed by an officer of the business authorized to enter into agreements.**

| | |
|---|---|
| _____ | _____ |
| **Signature** | **Date** |
| _____ | _____ |
| **Printed/Typed Name** | **Title** |

City/County of: _____

State of: _____

I, _____, a Notary Public, do hereby certify that on this _____ day
(Name of Notary)
of _____, 20___, _____ personally appeared
(Name of Subscriber)

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

My Commission Expires: _____ _____
Notary Public

Registration Number: _____ _____
Print or Type Name & Phone Number of Notary

FAIRFAX COUNTY CIRCUIT COURT CLERK'S OFFICE by

| | |
|---|---|
| _____ | _____ |
| John Frey, Clerk of the Court | Date |

## SCHEDULE A

| DATA AVAILABLE VIA CPAN | Mainframe (Indexes) | Images & Indexes | iCare |
|---|---|---|---|
| **CLERK'S OFFICE** | | | |
| Civil Master File | X | | |
| Civil Name Index | X | | |
| Criminal Master File | X | | |
| Criminal Name Index | X | | |
| Land Master File | | X | |
| Land Name Index | | X | |
| Service Master File | X | | |
| Service Name Index | X | | |
| Judgment Master File | | X | |
| Judgment Name Index | | X | |
| Financing Statement Master File | | X | |
| Financing Statement Name Index | | X | |
| Charter Master File | | X | |
| Charter Name Index | | X | |
| Marriage License Master File | | X | |
| Marriage License Name Index | | X | |
| Trade Name* Master File | | X | |
| **Trade Name also known as Fictitious Name* | | | |
| Trade Name Index | | X | |
| Notary Master File | | X | |
| Notary Name Index | | X | |
| Probate Master File | | X | |
| Probate Name Index | | X | |
| **OFFICE OF ASSESSMENTS** | | | |
| Ownership Information Prior to 1/1/2004 | | | X |
| Assessment Information Prior to 1/1/2004 | | | X |
| Ownership Information 1/1/2004 – Present | | X | |
| Assessment Information 1/1/2004 - Present | | X | |
| **OFFICE OF FINANCE** | | | |
| Real Estate Accounts Receivable File | | | X |
| Real Estate Accounts Receivable Transaction File | | | X |
| Delinquent Real Estate Tax Master File | | | X |
| Delinquent Real Estate Tax Name | | | X |
| **DEPARTMENT OF ENVIRONMENTAL MANAGEMENT** | | | |
| Plan & Agreement Address Master File | X | | |



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Initials

## SCHEDULE B

## AUTHORIZED USER

Each Business Subscriber will be charged $50.00 per month in advance for each authorized user. It is the responsibility of the Business Subscriber to notify the Clerk's Office immediately upon the termination or resignation of an authorized user. Liability for the monthly fee will continue until the Business Subscriber properly notifies the Clerk's Office of said termination or resignation.

Primary Contact: _____ Phone: _____

Primary Contact E-Mail Address: _____

Billing Street Address: _____

Billing City/State/Zip: _____

Technical Contact: _____ Phone: _____

E-Mail Address: _____

Street Address: _____

City/State/Zip: _____

It is requested that the following individuals be authorized users pursuant to this agreement (use additional pages if necessary). The application and agreement for each user is attached:

Authorized Users:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Additional authorized users can be added by having the individual complete an Application and an Agreement. The completed documentation should be sent to the Clerk's Office on letterhead requesting that the individual be added to your list of authorized users.

The completed application and agreement should be sent to:

Fairfax Circuit Court
Attn: Systems Division
4110 Chain Bridge Road
Fairfax, Virginia 22030