

Internet Access to the Pasco County Clerk & Comptroller's Office

Nikki Alvarez-Sowles, Esq., Clerk & Comptroller for Pasco County, is pleased to provide Internet access to several of the records series maintained by her Office. Public access to the electronic **Official Records Index (ORI)** is available **at no cost** through our Internet web site.

www.pascoclerk.com

Information on office locations, fees and other services is also available through this site.

An Enhanced Internet Access Service (EIAS) is offered to provide the commercial web user with greater search capabilities.

EIAS subscription service provides access to:

- Official Records **Index search**
- **Images** of available Official Records (from early 1975 to the current date)
- The ability to **print copies** of those images
- Access to **civil and probate courts case indexes**
- The ability to **download** information files/reports

Other applications will be added to the EIAS services as they become available.

To subscribe:

- There is a one-time non-refundable set up charge of \$35.00 to account subscribers.
- Make a minimum deposit in the amount of \$125.00 to open an escrow account.
- There is a \$40.00 annual subscription fee.

Mail a check in the amount of **\$200.00** and a fully executed **ESCROW/SERVICE AGREEMENT** (include all 5 pages) to:

Director of Records
Pasco County Clerk & Comptroller
P.O. Box 338
New Port Richey, FL 34656-0338

ESCROW / SERVICES AGREEMENT PASCO COUNTY CLERK & COMPTROLLER

AGREEMENT

THIS AGREEMENT is entered into by and between the PASCO COUNTY CLERK & COMPTROLLER, hereinafter referred to as the "CLERK & COMPTROLLER", and _____, hereinafter _____ referred to as the "CUSTOMER".

WITNESSETH

THAT FOR AND IN CONSIDERATION of the mutual covenants and promises of all parties hereto, it is hereby agreed as follows:

I. PERIOD OF AGREEMENT

This AGREEMENT shall commence on the _____ first day following acceptance by the CLERK & COMPTROLLER and will remain in force until canceled in writing. Cancellation notice by the CUSTOMER shall be addressed to: Director of Records, Pasco County Clerk & Comptroller, P.O. Box 338 New Port Richey, FL 34656-0338. Cancellation notice by the CLERK & COMPTROLLER will be addressed to the last address of record of the CUSTOMER.

II. ESCROW ACCOUNT

A. The CUSTOMER agrees to establish an Escrow Account with the CLERK & COMPTROLLER with an initial minimum deposit of 50.00; if Enhanced Internet Access Service is selected the initial deposit shall be \$200.00. Such Escrow Account shall be replenished monthly in an amount at least equal to the previous month's charges. All amounts included in said Escrow Account may be maintained by the CLERK & COMPTROLLER in interest-bearing accounts and all interest earnings on said accounts shall be retained by the CLERK & COMPTROLLER as revenue to defray costs associated with services as provided herein.

B. The CLERK & COMPTROLLER may render certain services as provided under Florida Law, and shall make charges for such services, as provided thereby, against CUSTOMER'S Escrow Account Balance. The CLERK & COMPTROLLER may also provide Enhanced Internet Access Service, as described in Section III. below, and shall also apply charges for such service against the CUSTOMER'S Escrow Account Balance.

In the event such Escrow Account Balance becomes totally depleted or sufficient funds do not remain to cover costs incurred against the same, services will be suspended until such Escrow Account Balance is replenished as provided herein.

C. Depending upon the level of activity in such Escrow Account, the CLERK & COMPTROLLER may deem it necessary to request that CUSTOMER increase the available balance of such Escrow Account in order to ensure that adequate funds are available to cover the costs of services to be provided by the CLERK & COMPTROLLER under this AGREEMENT. Failure by CUSTOMER to provide such additional funds as requested by the CLERK & COMPTROLLER may result in termination of this AGREEMENT by the CLERK & COMPTROLLER.

D. In the event CUSTOMER pays for services of the CLERK & COMPTROLLER with funds outside of the Escrow Account and the payment of such funds creates a funds surplus for the transaction, CUSTOMER agrees that said funds surplus may be credited to CUSTOMER'S Escrow Account Balance. Likewise, in the event CUSTOMER does not forward sufficient funds to pay for services of the CLERK & COMPTROLLER, thereby creating a shortage, the CUSTOMER hereby authorizes the CLERK & COMPTROLLER to charge CUSTOMER'S Escrow Account Balance for said

shortage. In the event CUSTOMER does not forward sufficient funds to pay for services of the CLERK & COMPTROLLER and the CUSTOMER'S Escrow Account Balance is not sufficient to cover said shortage, the CLERK & COMPTROLLER shall return to the CUSTOMER such forwarded payment together with all related documents submitted by the CUSTOMER.

- E. The CUSTOMER may cancel the Escrow Account and/or the Enhanced Internet Access Service upon written notice submitted to the CLERK & COMPTROLLER as noted above. Any and all unpaid charges shall be deducted from the available Escrow Account Balance prior to closing of the Escrow Account and the return of any remaining Escrow Account Balance.

III. ENHANCED INTERNET ACCESS SERVICE

The CUSTOMER may elect to utilize Enhanced Internet Access Services (EIAS) to access certain data, which is compiled and/or created by the CLERK & COMPTROLLER in the normal course of business.

A. DATA AVAILABLE USING ENHANCED INTERNET ACCESS SERVICE

1. The online Official Records Index system and related images as available in the Official Records library of the CLERK & COMPTROLLER are accessible through the Enhanced Internet Access Service. (Note: Official Records do NOT include, for example, Tax Collector or Property Appraiser records, the court information system, nor court files.) The CLERK & COMPTROLLER will make other public data available as it is added to the System. Access under this AGREEMENT does not include any record exempted or otherwise made non-public pursuant to Florida Law. Certified copies of Official Records images are not available through the Enhanced Internet Access Service. Civil and Criminal Courts System applications as they become available.
2. Downloadable information files/reports, as they become available. Examples include Official Records Daily Index Data, Traffic Citation Data, Foreclosure lis pendens and sale data, and Tenant Eviction Data.
3. ADDENDUM "A" lists the applications and files available through this service at the time of entering into this AGREEMENT.

B. RATES FOR ENHANCED INTERNET ACCESS SERVICE

1. There is a one time, non-refundable set up fee of \$35.00 for Enhanced Internet Access Service users.
2. A yearly flat service fee of \$40.00 permits view access to all applications, files, and images that are available through the Internet access will be charged to the escrow account. The \$40.00 service fee does not include other fees that may be incurred by the CUSTOMER such as copies, certifications, filing fees, record searches, etc.
3. The yearly flat service fee of \$40.00 will be charged at the time of the initial account setup and each January thereafter.
4. The year is defined as January through December and there will be no pro-rating of accounts based on when the account is opened or closed.
5. It is the CLERK & COMPTROLLER'S right to suspend service without notice for any CUSTOMER whose Escrow Account Balance is not sufficient to pay amounts due. In the event of suspension, reinstatement of services shall be provided upon payment of all past due amounts and the replenishment of the escrow balance. A reinstatement fee of twenty-five dollars (\$25.00) may be imposed, based upon circumstances as determined by the CLERK & COMPTROLLER. Repeated suspensions will be grounds for the CLERK & COMPTROLLER to terminate this agreement.

C. SYSTEM AVAILABILITY AND EQUIPMENT REQUIREMENTS

1. The EIAS is provided as an enhanced service and, as such, the CLERK & COMPTROLLER will endeavor to provide continuous operation of the system and related Internet web site. Whenever possible, routine maintenance will be conducted after 5 p.m. and before 8 a.m. on business days with advance notice provided on the site. However, the CLERK & COMPTROLLER will not be responsible for service interruptions caused by circumstances outside of her control or by failures of system equipment, and will incur no liability for system downtime during the hours of normal availability. Additionally, the CLERK & COMPTROLLER reserves the right to reduce or limit EIAS service during unusual circumstances such as, but not limited to, "brownouts", emergency production requirements, intrusions against security functions or other adverse operational impacts.
2. The CUSTOMER is solely responsible for all equipment and software necessary to access the CLERK & COMPTROLLER'S System from the CUSTOMER'S location. CUSTOMER must have access to the Internet and an Internet browser that supports access to the CLERK & COMPTROLLER'S website. Netscape Navigator (version 6.0 or higher) and Internet Explorer (version 5.1 or higher) are known to be compatible. **The Clerk & Comptroller's Office personnel will not be available to assist in the installation of this software or with the setup/trouble shooting of your Internet connection.**
3. The CLERK & COMPTROLLER reserves the right to suspend or terminate this AGREEMENT if it is determined that the CUSTOMER or his agents have or have attempted to, circumvent the software or security of the CLERK & COMPTROLLER'S network or other equipment.

IV. GENERAL

- A. The CLERK & COMPTROLLER does not warrant, either in an implied or express manner, the information or data accessed by the CUSTOMER. Neither the CLERK & COMPTROLLER, her deputies, agents or other employees, nor any successor in Office shall be liable for any loss, cost, damage or expense arising directly or indirectly in connection with this AGREEMENT or any amendments or attachments thereto. In no event shall the CLERK & COMPTROLLER be liable for any special or consequential damages or for any indirect damages resulting from the CUSTOMER'S use or application of the information.
- B. The quality of a reproduction of an image record is limited by the quality of the original record filed with the CLERK & COMPTROLLER. The CLERK & COMPTROLLER is not, however, responsible for any defects/errors of a record received by the CUSTOMER which are due to defects and/or limitations in the CUSTOMER'S equipment. The CUSTOMER may request that the CLERK & COMPTROLLER review reproductions of a file record that the CUSTOMER believes to be defective. For significant defects in image quality which are determined by the CLERK & COMPTROLLER to have been caused by the CLERK & COMPTROLLER'S equipment or processing, the CLERK & COMPTROLLER will provide the CUSTOMER a duplicate of the original record at no additional cost to the CUSTOMER. The provision of a replacement for the unsatisfactory reproduction will be the limit of the CLERK & COMPTROLLER'S liability. For any defects in quality which are determined by the CLERK & COMPTROLLER not to have been caused by the CLERK & COMPTROLLER (or the CLERK & COMPTROLLER'S imaging equipment), the CUSTOMER hereby agrees to pay the appropriate fee for the record provided.
- C. The CLERK & COMPTROLLER may periodically amend this AGREEMENT upon notice to CUSTOMER. Amendments by the CLERK & COMPTROLLER shall become effective upon notice. The CUSTOMER will have the option of accepting amendment conditions or terminating this AGREEMENT. The CUSTOMER may seek amendment to this AGREEMENT from the CLERK & COMPTROLLER.
- D. This AGREEMENT supersedes all prior public records dial-up or other computerized records access service agreements, letters or any other arrangements between the parties.

E. In the event that it is necessary to file legal action to recover any sums owed under this AGREEMENT, the CLERK & COMPTROLLER shall be entitled to recover from the CUSTOMER all reasonable costs of litigation and attorney's fees incurred in connection therewith. Florida law shall govern any judicial proceedings related to this AGREEMENT with venue vesting in the courts of Pasco County, Florida.

V. DELIVERY OF SERVICES

The CLERK & COMPTROLLER reserves the right to delay delivery of any and all services contemplated under this AGREEMENT when such delay is caused by: lack of materials necessary to provide such services; equipment malfunctions; or any other causes beyond the control of the CLERK & COMPTROLLER.

VI. TERMINATION

The CLERK & COMPTROLLER may terminate this AGREEMENT, with or without cause, at any time.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument for the purpose herein expressed on the dates noted below.

I choose the following (**check one**): Escrow Only Enhanced Internet Access Service & Escrow Account

Customer (Company) Name-Print or Type

Telephone Number

Signature-Customer Representative

Date

Printed Name-Customer Representative

Title of Customer Representative

Customer's Mailing Address

Customer's Street Address (if different than mail address)

E-Mail Address to Send User ID and Password

ACCEPTED:

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

DATE

TO BE COMPLETED BY CLERK & COMPTROLLER'S OFFICE IT PERSONNEL ONLY
<u>USERNAME:</u>
<u>PASSWORD:</u>
<u>DATE ACCOUNT SETUP:</u>
<u>DATE \$40 SUBSCRIPTION FEE DEDUCTED:</u>
<u>DATE \$35 SETUP FEE DEDUCTED:</u>
<u>DATE SUBSCRIBER NOTIFIED:</u>

ADDENDUM "A"

ESCROW / SERVICES AGREEMENT

PASCO COUNTY CLERK OF THE CIRCUIT COURT

LISTING OF APPLICATIONS AND DATA FILES AVAILABLE THROUGH THE CLERK'S ENHANCED INTERNET ACCESS SERVICE (As of January 1, 2009)

<u>Name</u>	<u>Date Available</u>
Online Official Records (O.R.) Index	Available
Deed Search Capabilities	Available
Owner Finance Mortgage Search Capabilities	Available
Court's Circuit Civil Subsystem	Available
Circuit Civil New Case Search Capabilities by Case Type	Available
Court's County / Small Claims Subsystem	Available
County Civil / Small Claims New Case Search Capabilities by Case Type	Available
Court's Probate/Guardianship Subsystem	Available
Probate/Guardianship New Case Search Capabilities by Case Type	Available
Downloadable file – O.R. Daily Index Data	Available
Downloadable file – Traffic Citation Data	Available
Downloadable file – Tenant Eviction Data	Available
Downloadable file – Foreclosure Lis Penden Data	Available
Downloadable file – Foreclosure Sale Data	Available
Court's Criminal Justice Information System (link to myfloridacounty.com)	Available
Court's Traffic Subsystem	No date set at this time