



**J. Greg Parks**  
Clerk of Court

**John Knippenberg**  
Chief Deputy

**CLERK OF CIRCUIT COURT**  
**CITY OF ALEXANDRIA, VIRGINIA**  
520 KING STREET, ALEXANDRIA, VA 22314



**Benjamin Ortiz**  
Chief Deputy, Operations  
**Jeffrey Harmon**  
Chief, Land Records  
**Shavon Thomas**  
Chief, Court Services

**SUBSCRIBER AGREEMENT FOR SECURE REMOTE ACCESS TO  
ALEXANDRIA CIRCUIT COURT DOCUMENTS**

- 1. Purpose of the Agreement:** It is the intent of both parties to participate in a program whereby the public ("Subscriber") may inspect and copy information in court records via remote access whereby such inspection may be made without the need to physically visit the courthouse where the record is maintained.
- 2. Description of System:** The Clerk of the Circuit Court ("Clerk") provides an on-line database system ("System") allowing Subscribers inquiry-only access to the court's indices and documents. The information, data and documents accessed by Subscribers in the System may or may not be the official government record required by law. To ensure accuracy of the data or information, the Subscriber should consult the official governmental record.
- 3. Application:** To become a Subscriber, a member of the public must complete an application as prescribed on the Clerk's public webpage at <https://www.alexandriava.gov/ClerkOfCourt>. A complete application must be submitted before access to the system will be granted. Once the application is reviewed and approved by the Clerk, the Subscriber ID and Password will be issued. By submitting the application, the Subscriber acknowledges and accepts the terms of this Subscriber Agreement.
- 4. Term of the Agreement:** Subscriber is granted remote access to commence on the day the Subscriber ID and Password(s) are assigned. Access to the System will continue for the term the Subscriber requests and for which the applicable fees are paid, unless terminated as provided herein.
- 5. Days and Hours of Operation:** The System is available seven days a week, twenty-four hours a day, including holidays, except during periods of System maintenance. The System may be down for other periods due to issues beyond the control of the Clerk such as security intrusions or other unforeseeable technical or operational issues. The Clerk will inform all Subscribers of any known periods when the System will be unavailable.
- 6. Fees:** The fee for the Subscriber is \$50.00 per month. If the Subscriber pays for a full year, the fee is \$500.00 (Subscriber receives two months free). The Clerk does not charge a transactional fee or copy fees. Payment is due prior to the issuance of the Subscriber ID and Password. The Clerk will suspend or terminate a Subscriber's access once the paid-for period has elapsed unless additional payment is received. All fees are subject to change upon renewal of this agreement by the Subscriber, either monthly or yearly.

**7. Services:** The Clerk will provide the Subscriber with inquiry-only access to the System. The Clerk will provide the Subscriber with limited consultation on specific problems that arise in the use of the System. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.

**8. Subscriber's Obligations:** The Subscriber must provide the computer hardware and software necessary for access to the System. The Subscriber will make every effort to ensure that unauthorized personnel do not use the Subscriber's ID and Password(s) to gain access to the System. A Subscriber shall immediately notify the Clerk when they terminate an employee who has access to the System.

**9. Limitations of Liability:**

a. The Subscriber, and all employees, officers and agents thereof, assumes all risks associated with the use of the System, including the risks that damage may occur to computer systems, hardware, software or data stored on or contained in computer systems.

b. The Subscriber relieves and releases the Clerk, the City of Alexandria, and the Office of the Executive Secretary (OES), Supreme Court of Virginia, and all deputies, employees, officers, and agents of the Clerk, City and OES from responsibility and liability for all types of damages from the Subscriber's use of the System including loss of use, loss of profits, business interruption, procurement of substitute goods or services, loss of revenues caused by any failure of performance, error, omission, interruption, deletion, defect, incorrect data, delay in operation or transmission of information, data communication line failure, computer virus, theft, destruction, unauthorized access or alteration, regardless of whether from negligence, breach of contract, or any other cause of action, and for all damages resulting from any claim or demand against the Subscriber by any other party.

**10. Termination:**

a. Either party may terminate this agreement with fifteen (15) days written notice to the other. Such notice may be sent via email or U.S. mail. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred. Refunds will be given on a monthly prorated basis for yearly subscribers.

b. This agreement may be terminated immediately by the Clerk for Subscriber's failure to comply with the terms of this agreement, or failure to pay fees.

c. This agreement shall terminate immediately if the Commonwealth of Virginia or the City of Alexandria fail to appropriate and continue funding for the services provided by the Clerk under this agreement. In such case, the Clerk will refund pro rata fees to Subscribers for any period of lapse of service.

d. The Clerk may monitor the use of this system for illegal, criminal, and unauthorized activities. If such activities are detected, the Clerk may provide evidence of those activities to law enforcement officials. Subscribers consent to monitoring of all their activities on the System. Unauthorized attempts to modify any information stored on the System, to defeat or circumvent security features, or to utilize the System in a manner other than the intended purposes are prohibited and may result in criminal prosecution and immediate termination of all access to the System.