



## REGISTERED USER AGREEMENT TO VIEW COURT RECORDS ONLINE WALTON COUNTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

**Request Form:** Please fill out completely and email a copy scanned copy of all three pages to [eSupport@WaltonClerkFL.Gov](mailto:eSupport@WaltonClerkFL.Gov).

*Name of Registered User					
*E-Mail Address					
*Address					
*City		*State		*Zip	
*Phone			Alt. Phone		
Bar Number for Attorneys					

**\* Indicates a required field**

- This Agreement is for viewing electronic court records as authorized pursuant to the current version of the Standards for Access to Electronic Court Records and the Access Security Matrix:

	<p><b>Registered User</b> (Does not require a notary or oath.)</p>
	<p><b>Attorney of Record</b> (Includes registered user viewing. <u>Requires notary or oath.</u>)</p>

- Registered user affirms the contact and other information on the Request Form above is correct.
- Clerk Responsibilities**
  - Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
  - Clerk will notify the registered user of a unique login ID and password, with directions on how to change the password and a unique PIN or Party ID number, if applicable.
  - Clerk will maintain and modify the site as required by the current Florida Supreme Court administrative order authorizing electronic access to court records.

#### **4. Registered User Responsibilities**

- a. To ensure that only registered users have knowledge of the assigned login ID and password.
- b. To prohibit any person or entity other than registered users from accessing the site.
- c. To immediately notify Clerk if registered user discovers that the assigned password is known by another person (whether used or not), so the existing login ID may be deactivated and replacement login information issued.
- d. To provide updated contact information or, for parties, updated case information by submitting a new Registered User Agreement to View Records Online.
- e. To the extent that registered users are authorized to have access to confidential information under the Access Security Matrix, registered users agree to protect such confidential records and information viewed pursuant to this agreement in accordance with all applicable rules and statutory requirements.
- f. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.

#### **5. Limitations and Liability**

- a. Registered user releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (a) interrupted service of any kind; (b) registered user's equipment; (c) use of, or viewing of, electronic court records; (d) registered user's unauthorized public disclosure of confidential information available to the registered user under the Access Security Matrix and access as provided in this Agreement.
  - b. Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or the Clerk's employees and agents or of the registered user's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or registered user as set forth in section 768.28(5), Florida Statutes.
6. This Agreement, regardless of where actually accepted or delivered, is deemed to have been accepted and delivered by the parties in the State of Florida and any dispute arising from it will be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement will be maintained in the county where the subject court records are maintained.
7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to the address provided on this form.
- #### **8. Termination and Other Remedies**
- a. If registered user breaches the provisions in this Agreement, the Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity.

- b. This Agreement will be terminated immediately if funding is withdrawn for any reason. Registered user acknowledges that the Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement.
- 9. If any part of this Agreement is found to be invalid, then it will have no effect, but the remaining provisions will continue in full force and effect.

Date:

State of:

County of:

Registered Users

Signature:

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### Notary/Clerk Section - Only Required for Attorney Access

Sworn to and subscribed before me on:

Signature of Notary Public or Deputy Clerk:

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(Notary Seal Required)

Personally Known  
Produced Identification

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### Completed Forms

Return completed form by email to: [eSupport@WaltonClerkFL.Gov](mailto:eSupport@WaltonClerkFL.Gov)

If not emailed, then mail to:

**Clerk of the Circuit Court & Comptroller**  
Attn: Jonathan Kirkland  
PO Box 1260  
DeFuniak Springs, FL 32435