

**J.G. "BUBBIE" DUPONT, JR.
IBERVILLE PARISH CLERK OF COURT**

**STATE OF LOUISIANA
PARISH OF IBERVILLE**

REMOTE COMPUTER ACCESS CONTRACT

**This contract is entered into on the _____ day of _____, 200____ between:
The Iberville Parish Clerk of Court (Herein referred to as "Clerk"); and**

User Name:_____

Billing Address:_____

hereinafter referred to as "User");

in consideration for the Clerk providing to User remote computer access to public record information which is more fully set forth as Exhibit "A" appended to this contract, the parties hereby stipulate, covenant and mutually agree to the following terms and conditions:

- 1. The contract shall be effective on the date written above and shall continue prospectively subject to the cancellation provisions of paragraph eleven and the written notice provisions of paragraph thirteen.**
- 2. User agreed and shall pay an initial installation fee of \$50.00 for Online Indexes and Images.**
- 3. User shall pay an unlimited access fee of \$100.00 per month for indexes and images. The monthly charge entitles User to one (1) logon only.**
- 4. You will be billed monthly. Accounts cancelled with 30 day delinquency. Reinstatement is \$50.**
- 5. Clerk will provide remote access to the inquiry based system, limited in nature, for public records inquiry twenty-four (24) hours a day, seven (7) days a week except as follows:**
 - a. At such times when the computer system is inoperable for reasons beyond the Clerk's control, including but not necessarily limited to power failures or outages, terrorist acts, natural disasters, acts of God, malfunction or failure of equipment; and**
 - b. At such times as Clerk might take the system off line for trouble-shooting and/or system augmentation.**
- 6. User understands that the remote computer access service is provided by Clerk as a time saving convenience to User and, in some instances, does not necessarily substitute for a "hard copy" view of the public record. User further agrees that Clerk shall have no liability to User, its agents, employees, clients, or to any other persons, partnerships, corporations, or other entity, business or otherwise, relying on User's access, as a result of the unavailability of remote computer access, and User does hereby agree to hold Clerk harmless and to indemnify Clerk from any such claim, action or demand.**

7. User shall provide at User's expense all necessary computer equipment for remote access to

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7. **User shall provide at User’s expense all necessary computer equipment for remote access to Clerk’s inquiry based system. For imaging access, User must have broadband Internet access and User’s PC must have ability to install Active X controls. The Clerk is not responsible for compatibility of User’s computer(s) and printer(s).**
8. **User’s designation contact person shall be: _____**
Phone _____
9. **E-mail communication is preferred between Office Administrator and User. Office Administrator e-mail address: amatirne@ibervilleclerk.com User e-mail address: _____**

10. **User acknowledges that the information retrieved through remote access to Clerk’s inquiry system is a matter of public record and agrees that same is for User’s private use only and not for resale. For the purposes of this contract, User’s billing of a client or customer, for remote access to Clerk’s inquiry system, together with a User’s surcharge, shall not be considered “resale.”**
11. **Clerk shall immediately cancel this contract if:**
 - a. **User sabotages, alters, damages or destroys Clerk’s inquiry system computer, hardware, software or Clerk’s records.**
 - b. **User’s nonpayment for remote access within thirty (30) days of presentation for payment.**
 - c. **User’s resale of information obtained by the remote access inquiry system. For the purposes of this contract, User’s billing of a client or customer, for remote access to Clerk’s inquiry system, together with a User’s surcharge, shall be considered “resale.”**
12. **User shall reimburse Clerk for all reasonable damages caused by User’s actions which alter, sabotage, damage or destroy Clerk’s inquiry system computer hardware, software or Clerk’s records. Damages shall include a reasonable attorney fee should Clerk prosecute a civil action for collection of damages.**
13. **Upon thirty days’ written notice by User, this contract may be cancelled provided that User is current on User’s bill for remote access. The Clerk shall immediately cancel this agreement for thirty days delinquency in payment for remote access and per page printing charges subject to a \$50.00 reinstatement fee if User’s account is cancelled for non-payment.**

14. User declares that User is:

- a. A natural person, signing in an individual capacity, including a sole proprietorship;
- b. A partnership or limited liability partnership, executed by a partner, duly authorized to obligate the partnership. If so, the partnership's name is as follows: _____

- c. A company, corporation, or limited liability company or corporation, executed by its duly authorized officer, with authority by corporate resolution to enter into this agreement on behalf of the corporate entity. The corporate name is as follows:

IN WITNESS WHEREOF, the parties have executed this contract on the date first written above before the undersigned competent witnesses.

WITNESSES:

CLERK OF COURT, 18TH JUDICIAL
DISTRICT, IBERVILLE PARISH
LOUISIANA

BY: _____
J. G. "BUBBIE" DUPONT,
CLERK OF COURT

USER:
BY: _____