

**ASCENSION CLERK OF COURT
SUBSCRIBER AGREEMENT FOR ON-LINE ACCESS SERVICES**

This Agreement between the Ascension Parish Clerk of Court (“CLERK”) and _____ (“SUBSCRIBER”) shall become effective upon receipt by CLERK of this Agreement bearing SUBSCRIBER’S signature and shall remain effective until terminated as provided herein below.

1. CLERK agrees to allow SUBSCRIBER access to the electronic data described in Attachment “A” to this Agreement.
2. CLERK, its employees or agents do not expressly or impliedly warrant that the information of data accessed by SUBSCRIBER pursuant to this Agreement is accurate or correct. Data is subject to change and/or correction by CLERK at any time. Access to data is not intended to be substitute for official certification by CLERK of any information or records maintained by Clerk.
3. CLERK shall provide access to an on-line database system 24 hours a day, 7 days a week, except for periodic web-site maintenance and 11:00 p.m. nightly backups, when the system may be down due to causes beyond the control of the CLERK, including, but not limited to, power failure, acts of God, natural disaster, malfunction and/or failure of equipment, program or system.
4. SUBSCRIBER represents that the electronic data, any copies thereof and information accessed pursuant to this Agreement will be obtained solely for SUBSCRIBER’S use in the ordinary course of SUBSCRIBER’S business and will not be used for commercial resale.
5. SUBSCRIBER shall not sell, mortgage, encumber, donate, give, assign, transmit or transfer the electronic data, copies, or any information obtained pursuant to this Agreement without the express written consent of CLERK.
6. SUBSCRIBER shall not reproduce store in a retrieval system or transmit in any form or by any means (electronic, mechanical, photocopying, recording or otherwise) any information obtained pursuant to this Agreement without express written consent of CLERK.
7. No SUBSCRIBER official assigned a USER PASSWORD shall authorize any other individual to use such USER ID OR PASSWORD. Additionally, if any SUBSCRIBER official is no longer employed by SUBSCRIBER, SUBSCRIBER shall notify CLERK within three business days of said official’s termination, resignation or retirement.
8. SUBSCRIBER acknowledges that, in the event SUBSCRIBER breaches any term or condition of this Agreement, CLERK is entitled to terminate this Agreement immediately without notice and to seek any lawful remedy, including, but not limited to, injunctive relief restraining SUBSCRIBER from access or use of information obtained pursuant to this Agreement. In the event that legal action may become necessary to enforce the terms of this Agreement, SUBSCRIBER shall be liable for reasonable attorney fees and any cost incurred by CLERK.
9. SUBSCRIBER agrees that CLERK shall not be liable to SUBSCRIBER, its agents or employees, or to any other person due to unavailability of access. SUBSCRIBER hereby relieves releases and holds CLERK, its employees and agents harmless from liability for any and all damages resulting from interrupted service or down time of any kind. SUBSCRIBER further relieves and releases CLERK, its employees and agents from any liability for any and all damages resulting from incorrect data or any other misinformation accessed pursuant to this Agreement.
10. SUBSCRIBER shall be liable to CLERK for all damages caused by SUBSCRIBER, its agents or employees, to CLERK’S computers, hardware, software or CLERK’S records, whether such damage is caused intentionally or through negligence.

11. CLERK shall provide SUBSCRIBER with limited consultation via telephone on specific problems which arise in accessing data by SUBSCRIBER; however, CLERK does not guarantee access nor warrant or represent that all errors or problems will be corrected.
12. CLERK shall provide reasonable maintenance on all equipment in CLERK'S office necessary to maintain SUBSCRIBER'S access; however, CLERK does not guarantee maintenance results nor warrant or represent that all errors or problems will be corrected.
13. SUBSCRIBER shall:
 - a. Have all available equipment and software necessary to effect access under this Agreement and shall procure an Internet Service Provider and Adobe Reader 5.0 or higher.
 - b. Insure the proper use, management and supervision of the machines and programs, audit controls, operating methods, and office procedures by establishing the necessary controls concerning access to data obtained pursuant to this Agreement.
 - c. Promptly notify CLERK of any change of address, contact information or of any resignation from employment of authorized users.
 - d. Pay in full monthly access charges commencing upon execution of this Agreement, as well as any additional charges reflected on the charge account statement, within thirty (30) days of the closing date on the statement. Failure to make payment in full of the balance on the charge account statement within thirty (30) days of the closing date on the statement may result in suspension of SUBSCRIBER'S charge account and termination of on-line access.
 - e. Password security is the sole responsibility of the SUBSCRIBER. Any charges resulting from unauthorized use of the password are the responsibility of the SUBSCRIBER.
14. SUBSCRIBER agrees to pay a one-time, non-refundable, initial setup and processing fee of \$100.00 for single login ID or \$250.00 for multiple (up to 5, \$20.00 each additional) login ID upon execution of this Agreement. Additionally, SUBSCRIBER agrees to pay an access fee of \$50.00 per month and \$.50 per printed page fee; however, CLERK reserves the right to adjust the monthly access fee annually upon thirty (30) days written notice.
15. The SUBSCRIBER may terminate this Agreement upon thirty (30) days written notice to the CLERK at the following address:

Kermit Bourque, Clerk of Court
 23rd Judicial District Court
 P.O. Box 192
 Donaldsonville, LA 70346

ATTENTION: John Beyl – Systems Administrator

16. The undersigned individual declares that he/she is authorized to execute this Agreement on behalf of SUBSCRIBER and further acknowledges that, by signing this Agreement SUBSCRIBER agrees to all terms and conditions contained hereinabove.

 Authorized Signature of SUBSCRIBER

 Date

See attached "Application for Remote Access Form" and Attachment "A" for further information regarding the Clerk's Online Service.

ANY INQUIRIES REGARDING THIS AGREEMENT SHOULD BE DIRECTED TO THE ON-LINE ACCESS MANAGER AT (225) 473-9866 (Ext. 213).

Ascension Clerk of Court

P.O. Box 192
Donaldsonville, LA 70346
225-473-9866

Application for Remote Access

Date _____

Name of Account _____

Your Name _____

Title _____

Address _____

City, State & Zip _____

Telephone _____ Fax: _____

Contact Person _____ Email _____

Do you currently have a Recording Account/ Copy Account? _____ Account # _____

Which service are you interested in? Land Records _____ Maps _____ Civil _____

Please enter a User ID _____ (must be less than 10 characters)

Please enter a password _____ (must be less than 10 characters)

Computer Information

PC (example: Dell Pentium III, 700 MHz) _____

Windows version _____

Internet Service (Dial-up, DSL) _____

Printer Model _____

Hardware and Software Requirements: PC running Windows 98/ ME / NT / 2000 or XP, Internet Explorer 5.0 or higher, [Adobe Reader](#), an Internet service provider. System performance is best with newer PCs, later versions of Windows, and broadband Internet access.

Non-Refundable Setup Fee: \$100.00 for single login ID, \$250 for multiple (up to 5, \$20.00 each additional) login IDs. Please submit an application form (unique IDs and Passwords) for User ID requested.

Monthly Charge: \$50.00 which will be billed to your account.

Printing Charge: \$0.50 per page which be billed to your account.

Please include check for initial setup fee made payable to: **Ascension Clerk of Court**. Please return Application Form and check to **P.O. Box 192, Donaldsonville, LA 70346, Attn: John Beyl, Computer Department**

Ascension Parish Clerk of Court Kermit A. “Hart” Bourque, Clerk

Attachment “A”

The major focus of our Online Service is to offer you an easier more convenient way of doing business with us from your home or office. As a visitor to our website, you will be able to access information about our office and the services that we provide. Once you subscribe, you will be able to research records with the capability of viewing and printing images of actual documents recorded with the Ascension Parish Clerk of Court.

In order to search our records, you **must** have a valid **username** and **password**. First you must fill out the [Online Application](#). Once approved, a username and password will be assigned for your online access.

Online Subscription Fees

Non-Refundable Setup Fee: \$100.00 for single login ID, \$250 for multiple (up to 5, \$20.00 each additional) login IDs. Please submit an application form (unique IDs and Passwords) for User ID requested.

Monthly Charge: \$50.00 which will be billed to your account.

Printing Charge: \$0.50 per page which be billed to your account.

*Please include check for initial setup fee made payable to: **Ascension Clerk of Court**. Please return Application Form and check to **P.O. Box 192, Donaldsonville, LA 70346, Attn: John Beyl, Computer Department***

Hardware and Software Requirements: PC running Windows 98/ ME / NT / 2000 or XP, Internet Explorer 5.0 or higher, [Adobe Reader](#), an Internet service provider. System performance is best with newer PCs, later versions of Windows, and broadband Internet access.

What’s available online?

Menu Items	Index Available as of	Images Available as of
Vendor Land Records	July, 1970 to present	July, 1970 to present
Vendee Land Records	July, 1970 to present	July, 1970 to present
Mortgage Land Records	1914 to present	July, 1970 to present
Map Records	1807 to present	1807 to present
Civil Suits Records	July, 1982 to present	July, 2000 to present

If you have any further questions regarding what is available online, please contact [John Beyl](#).