CLERK OF CIVIL DISTRICT COURT
421 Loyola Avenue, Room 402
New Orleans, Louisiana 70112

Telephone: (504) 407-0000
Fax: (504) 592-9128
E-mail:helpdesk@orleanscdc.com

Dale N. Atkins
CLERK OF COURT

SUBSCRIBER AGREEMENT FOR ONLINE RECORDS SUBSCRIPTION

SUBSCRIBER INFORMATION

Name of Company: _____
Contact Person and Title: _____
Address: _____
City, State, Zip: _____
Telephone #: _____ Cell #: _____
Fax #: _____ E-mail: _____
Type of Business: _____

An Online Records subscription will give the user access to all records systems maintained by the Clerk of Civil District Court for the Parish of Orleans. This will include:

Clerk's Office data entry and images from 12/14/15 forward and some images back to 2010.
Clerk's Office data entry information from 1985
Land Records index from 2/18/14 forward and images from 2005
Mortgage index from 9/21/1987 through 2/14/14
Conveyance index from 1/1/1989 through 2/14/14

The user will also have the ability to request images not already present.

Please indicate which subscription you are purchasing:

- ☐ Daily – This subscription lasts for 24 hours and costs $25.00.
- ☐ Monthly – This subscription last for 30 days and costs $100.00.
- ☐ Annual – This subscription lasts for 365 days and costs $700.00.

TERMS AND CONDITIONS OF AGREEMENT

This agreement is made and entered into as of this _____ day of _____ 20___ by and between the Clerk of Civil District Court for the Parish of Orleans (Clerk's Office) and _____ (Subscriber).

1. Terms of Agreement

   It is the intent of both parties to participate in a remote access program to commence on the above date and to continue until terminated as provided herein.

   The subscription cost is a non-refundable fee. This fee will give the Subscriber unlimited access to the databases described herein for the period of time selected and paid. Once signed, the terms and conditions of this agreement will remain binding upon all parties as long as this subscription is active.

2. Days and Hours of Operation

   The Subscriber shall be able to access the Clerk of Court's information for the duration of his/her desired subscription cycle 24 hours a day except:

   A. For periods of preventive maintenance, and

   B. For such other periods of remedial maintenance as may be required

   The Clerk's Office's Information Technology Center (IT) reserves the right to reduce service levels during unusual circumstances such as but not limited to "brown outs," emergency production requirements mandated by law or to accommodate the Information Technology Center production requirements, intrusions against security and adverse operation impacts beyond the control of the IT management.

3. Services

   A. The Clerk's Office or its agents will provide the Subscriber with access to the on-line database systems for Clerk's Office information.

   B. The Clerk's Office and its employees or agents will assume responsibility for
      I. Providing the Subscriber with an email to include the username and temporary password to be used with all systems. This email will explain how to access each system. A new account will be set up within 24 hours during normal business hours.
      II. Providing the Subscriber with limited consultation via telephone and/or email on specific questions regarding the use of the systems. Most questions may be answered by searching the user manuals which are located online. Arrangements may be made for personal training in our office.
      III. The IT department will assist with getting the correct links to you, making sure you are able to log in or assist with credentials and make recommendations on possible browser problem corrections. The IT department cannot fix problems on your local computers, networks or firewall issues.

4. Remote Access Fees

   All fees are non-refundable.

   A. Subscription Fees
      a. Daily (24 hours) - $25.00.
      b. Monthly (30 days) - $100.00.
      c. Annual (365 days) - $700.00.

B. There is a charge to download and/or print the document images in Civil Remote Access and Land Records Public Access. Subscribers must maintain funds in an Escrow Account in order to pay for copies online. Subscribers may establish a Civil Remote Access Escrow Account on the Account Maintenance page in their subscription. To open an Escrow Account in the Land Records system, a subscriber must first submit the Escrow application. Instructions for submitting are on the application. Funds may be deposited by credit card over the phone or by bringing or mailing a check to our office.

5. Subscriber's Obligations

A. It is the responsibility of the subscriber to make any modifications to their existing equipment which is necessary to effect access.

B. The Subscriber will be responsible for ensuring that its location and/or its terminal are not used by unauthorized personnel to access information from any Online Records. Unauthorized personnel, for the purposes of this contract, shall be any person or entity other than the Subscriber, its employees or anyone involved in the diagnosis of computer problems.

C. The Subscriber is responsible for updating the e-mail of record for their subscription. E-mail will be the Clerk's primary method of communicating with the Subscriber.

D. The Subscriber will be solely responsible for the security of their password. The Clerk's Office will not have access to a Subscriber's password. Any charges resulting from unauthorized use of a password are the responsibility of the Subscriber. The Subscriber will have the ability to change his password at any time on the Account Maintenance pages. However, if the subscriber needs his password reset, this will only be done by our IT department during normal business hours.

E. The Subscriber takes responsibility to ensure that the Clerk's Office information is used for legitimate purposes. The subscriber agrees not to compromise the security or the privacy of the parties contained herein.

F. The Subscriber will not engage in any data collection or data mining.

G. The Subscriber will not attempt to obtain data or images without paying the appropriate fees. Specifically, the subscriber will not use snipping tools, screen shots, or any other method to obtain data or images.

Violations of E, F, or G above obligations will result in denied access to the websites and prosecution to the extent possible under the law.

6. Connectivity

The site is best viewed in Internet Explorer 11. You may experience decreased or limited functionality when using other browsers. The websites are designed to work using the functionality created within these websites. Using your windows browser functionality may not work with these websites.

Subscribers should remember to log off when finished their session. Simply closing the browser may result in the inability to log on until the programmed log off time has expired. For security purposes, the websites are programmed to log a Subscriber out of the systems after and amount of inactivity, usually 20 minutes. The Subscriber may log on again immediately.

7. Limitation of Liability

The Subscriber hereby relieves and releases the Clerk's Office and the Judicial Expense Fund, their employees or agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves, releases and holds harmless the Clerk's Office of Civil District Court for Orleans Parish, employees and agents of any liability for any and all damages resulting from errors or omissions in the records accessed or any other misinformation accessed from this service.

The Clerk's Office expressly disclaims any liability or risk associated with unauthorized or fraudulent transactions processed through the Subscriber's Online Records access, including but not limited to online credit or debit card fraud and related chargebacks, interest, penalties, or other related fees.

8. Warranties

There are no expressed or implied warranties in connection with this service. All data is subject to change by the Clerk of Court at any time. Access to data is not intended to be a substitute for official certification by the Clerk of Court.

9. Termination

A. This agreement may be terminated without cause by either party with fifteen days written notice to the other.

B. This agreement may be terminated by the Clerk's Office without notice for the Subscriber's failure to comply with the terms of this agreement, failure to make payments or breach of contract.

_____
Subscriber

_____
Title

_____
Date

By your use of this service as indicated by your acceptance below you agree to on behalf of yourself, your employees, contractors, agents and anyone acting for or on your behalf are bound by the terms of this subscriber agreement.

Click "I AGREE" to submit your application, once submitted the Online Payment web page will appear for you to complete your transaction.

I AGREE