

STATE OF TEXAS           §  
  §                   **DISTRICT CLERK WEB-BASED ACCESS**  
  §                   **SUBSCRIBER AGREEMENT**  
COUNTY OF TARRANT §

This DISTRICT CLERK WEB-BASED ACCESS SUBSCRIBER AGREEMENT (hereinafter "agreement") is by and between Thomas A. Wilder, District Clerk of Tarrant County, Texas (hereinafter "DISTRICT CLERK") and Suzanne Henderson, County Clerk of Tarrant County, Texas (hereinafter "COUNTY CLERK"), both having administrative offices located at the Tarrant County Justice Center, 401 West Belknap, Fort Worth Texas, and \_\_\_\_\_ (hereinafter "SUBSCRIBER"), having its principal place of business at \_\_\_\_\_.

**I. GENERAL PROVISIONS**

**1.01 Entire Agreement**

This agreement constitutes the entire agreement between DISTRICT CLERK/COUNTY CLERK and SUBSCRIBER and supersedes all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this agreement.

**1.02 Effective Date**

This agreement is effective as of the last date indicated below the signatures of the parties hereto.

**1.03 Termination Date**

This agreement is effective for one (1) year from the effective date set out in 1.02 above and is automatically renewed for additional periods of one (1) year unless terminated as set forth in 1.04 or 1.05 below.

**1.04 Termination by Written Notice**

This agreement may be terminated by either party upon written notice to the other party.

### **1.05 Automatic Termination**

This agreement may be terminated automatically (without notice) if SUBSCRIBER fails a) to pay any fees set out in this agreement, or b) to maintain sufficient funds in its account to pay all anticipated fees, or c) to follow the procedures for access to DISTRICT CLERK'S or COUNTY CLERK'S subscriber system.

### **1.06 Type of Access**

SUBSCRIBER desires access to the following information:

- (a) District and County Court Criminal records;
- (b) District Court Civil records;
- (c) District Court Family records;
- (d) District Court Tax records; and
- (e) District Court imaged documents.

Certain information and/or records included in these categories may be unavailable as set out by law or court order.

### **1.07 Ownership of Information**

SUBSCRIBER agrees that much, if not all, of the information to be accessed through this agreement consists of records of the judiciary, and such records, including the format in which they are disclosed, are subject to the ultimate control of the judiciary and its custodians of records.

## **II. COST, BILLING AND PAYMENT**

### **2.01 Processing Fee**

SUBSCRIBER shall pay a \$50.00 non-refundable processing fee at the time this agreement is submitted to the DISTRICT CLERK.

### **2.02 Escrow Account**

SUBSCRIBER shall maintain an escrow account, to be administered by the DISTRICT CLERK, in an amount sufficient to cover the future month's usage (monthly charge) by SUBSCRIBER. When and if the escrow account reaches zero, SUBSCRIBER'S access is subject to termination by DISTRICT CLERK without notice to SUBSCRIBER.

### **2.03 Escrow Fees**

SUBSCRIBER shall pay a monthly charge of \$35.00, which will be deducted from the escrow account as provided by 2.02 above.

### **2.04 Deposit**

SUBSCRIBER shall pay in advance two months of usage fees (totaling \$70.00), together with the processing fee described in 2.01, at the time this agreement is submitted to the DISTRICT CLERK.

### **2.05 Change in Fees**

Subject to approval by the Tarrant County Commissioners Court, DISTRICT CLERK reserves the right to change the fees set forth in 2.02 and 2.03 above. In the event of a change, DISTRICT CLERK shall notify SUBSCRIBER prior to such a change. If SUBSCRIBER does not want to pay the new fees, SUBSCRIBER'S sole option is to terminate the agreement as set out in 1.04 above.

### **2.06 Time for Payment of Fees**

The processing and escrow fees must be paid at the time the agreement is signed, by cash or by check made payable to "Tarrant County District Clerk" and delivered to:

TARRANT COUNTY DISTRICT CLERK  
401 W. BELKNAP  
FORT WORTH, TEXAS 76196-0402  
ATTN: WEB-BASED ACCESS

## **III. RESPONSIBILITIES OF SUBSCRIBER**

### **3.01 Laws**

SUBSCRIBER shall comply with the provisions of the manual governing use of the web-based access system.

### **3.02 Payment of Fees**

SUBSCRIBER agrees that all fees set out in Section II above will be timely paid to DISTRICT CLERK.

### **3.03 Maintenance of Escrow Account**

SUBSCRIBER agrees to maintain an escrow account with DISTRICT CLERK that contains an amount equal to or greater than the fees for the next month's charges.

### **3.04 Equipment for Internet Access**

SUBSCRIBER shall provide internet access through either an internet service provider (ISP) or by other means.

## **IV. Release from Liability**

SUBSCRIBER agrees that neither TARRANT COUNTY, TEXAS nor DISTRICT CLERK nor COUNTY CLERK shall be liable or responsible for any damage, injury, or inconvenience to SUBSCRIBER or SUBSCRIBER'S clients, employees, or agents, as a result of SUBSCRIBER'S use of DISTRICT CLERK'S or COUNTY CLERK'S computer(s). SUBSCRIBER agrees to indemnify and to hold TARRANT COUNTY, TEXAS, as well as DISTRICT CLERK and COUNTY CLERK, harmless from and assume all responsibility for damages occurring as a result of the use of DISTRICT CLERK'S or COUNTY CLERK'S computer(s).

### **4.01 Equipment**

SUBSCRIBER shall provide all computer equipment necessary to effect connection to the internet and DISTRICT CLERK'S or COUNTY CLERK'S Web-Based Access System, including personal computer and printer. SUBSCRIBER shall be responsible for providing internet access. SUBSCRIBER shall be responsible for assuring the proper use, maintenance, and supervision of its equipment.

### **4.02 Security System and Laws**

SUBSCRIBER acknowledges that TARRANT COUNTY, TEXAS and DISTRICT CLERK and COUNTY CLERK employ a security system which is intended to prevent unauthorized persons from making use of the computer resources of TARRANT COUNTY, TEXAS and DISTRICT CLERK and COUNTY CLERK or gaining access to certain data which is stored on their computer systems. SUBSCRIBER agrees to not:

- (a) Use TARRANT COUNTY, TEXAS' or DISTRICT CLERK'S or COUNTY CLERK'S computer resources without proper authorization;
- (b) Disclose Logon-ID and password or other details of the security plan to any person without the express consent of DISTRICT CLERK or COUNTY CLERK;
- (c) Alter, damage or destroy any data stored on the computer system; and,
- (d) Attempt to gain or to gain access to information TARRANT COUNTY, TEXAS or DISTRICT CLERK or COUNTY CLERK has deemed confidential in nature.

SUBSCRIBER agrees to abide by all federal and state laws which relate to the use of TARRANT COUNTY, TEXAS' and DISTRICT CLERK'S and COUNTY CLERK'S computers and the data stored therein.

#### **4.03 Reliability of Information**

SUBSCRIBER understands and agrees that neither TARRANT COUNTY, TEXAS nor DISTRICT CLERK nor COUNTY CLERK expressly or impliedly warrant that the information or data accessed by SUBSCRIBER is accurate or correct. SUBSCRIBER releases TARRANT COUNTY, TEXAS and DISTRICT CLERK and COUNTY CLERK from any and all liability and/or damages resulting from incorrect data or any other misinformation accessed from the computers and the computer records.

#### **4.04 Inability to Access Information**

Neither DISTRICT CLERK nor COUNTY CLERK shall be liable for SUBSCRIBER'S failure to access the DISTRICT CLERK'S or COUNTY CLERK'S Web-Based Access System. In the event SUBSCRIBER is unable to access the subscriber system, SUBSCRIBER'S sole and exclusive remedy shall be to terminate this agreement.

## **V. RESPONSIBILITIES OF DISTRICT CLERK**

### **5.01 Statements**

DISTRICT CLERK agrees to send a monthly statement to SUBSCRIBER, via e-mail, which will reflect the charges deducted from the escrow account.

### **5.02 User's Manual**

A user's manual is available at [www.tarrantcounty.com](http://www.tarrantcounty.com).

### **5.03 Right to Modify**

DISTRICT CLERK reserves the right to add, modify, or delete information or format of information available to SUBSCRIBER.

### **5.04 Return of Money**

Upon termination of the agreement, DISTRICT CLERK agrees to audit SUBSCRIBER'S account and to return to SUBSCRIBER any unused portion of the escrow account set out in 2.02 above. However, it is agreed that DISTRICT CLERK has no obligation to pay interest, if any, earned on such escrow fees.

**VI. MISCELLANEOUS PROVISIONS**

**6.01 Assignment**

Neither party shall assign or subcontract this agreement, or any portions hereof, without the written consent of the other parties.

**6.02 Applicable Law**

This agreement shall be governed by the laws of the State of Texas, and the parties agree that the place of performance of all obligations of this agreement is Tarrant County, Texas.

**6.03 Notices**

Any notice and/or bills or invoices under this agreement shall be in writing and sent to the address of the party as follows:

DISTRICT CLERK:       TARRANT COUNTY DISTRICT CLERK  
                                  401 WEST BELKNAP  
                                  FORT WORTH, TEXAS 76196-0402  
                                  ATTN: WEB ACCESS

SUBSCRIBER:           \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

**6.04 Severability**

The invalidity or unenforceability of any one or more phrases, sentences, clauses, paragraphs, or sections contained in this agreement shall not affect the validity or enforceability of the remaining portions of this agreement.

**6.05 Authority of Parties**

Both DISTRICT CLERK and SUBSCRIBER, as well as the individuals signing on their behalf, agree that those individuals whose signatures appear below have full authority to sign on behalf of and bind the DISTRICT CLERK and SUBSCRIBER to all terms of this contract.

TARRANT COUNTY DISTRICT CLERK  
THOMAS A. WILDER  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

TARRANT COUNTY CLERK  
SUZANNE HENDERSON  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ADDRESS: 401 West Belknap  
Fort Worth, TX 76196-0402  
TELEPHONE: (817) 884-1574  
DATE: \_\_\_\_\_

ADDRESS: 100 West Weatherford  
Room 140, Fort Worth, TX 76196  
TELEPHONE: (817) 884-3407  
DATE: \_\_\_\_\_

SUBSCRIBER  
\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
DATE: \_\_\_\_\_

Revised 10/23/2007

Tarrant County District Clerk  
Thomas A. Wilder

Application for Web-Based Access

- \* Date: \_\_\_\_\_
- \* Applicant: \_\_\_\_\_
- Type of Business: \_\_\_\_\_
- \* Address: \_\_\_\_\_
- \* City, State & Zip \_\_\_\_\_
- \* Phone Number: \_\_\_\_\_
- \* Contact Person: \_\_\_\_\_
- \* E-Mail Address: \_\_\_\_\_
- \* Drivers License: \_\_\_\_\_ or Bar ID Number \_\_\_\_\_

**Note – Photocopy of Drivers License or Bar ID must be attached and must be for the individual signing Subscribers Agreement**

- \* Number of Users for this account: 1-5\_\_\_\_\_ 6-10\_\_\_\_\_ 11-15\_\_\_\_\_

\* INDICATES REQUIRED FIELDS

Return the following documents to the Tarrant County District Clerk's Office, 401 W. Belknap, Ft. Worth, TX 76196, Attn: Accounting Web Based Access

1. This completed application. \* Be sure to include copy of Driver's License or Bar ID
2. The completed Subscriber Agreement
3. A check made payable to the Tarrant County District Clerk in the minimum amount of \$120.00. This amount is for the initial deposit of \$50.00 and a pre-payment of two months at the rate of \$35.00 per month for an account that would allow access for 1 to 5 users. If additional users are desired, include pre-payment of two months at the rate of \$70.00 per month for 6 to 10 users and \$105.00 per month for 11 to 15 users. The check should be for 2 months or more.

Upon receipt of the above requirements, you will receive an email at the address provided above that will contain instructions on the login process. You must use Internet Explorer as your browser and install one of the supported printers if you wish to print from the applications. A list of printers will be supplied upon request.