

STATE OF LOUISIANA
PARISH OF NATCHITOCHEs

REMOTE COMPUTER
ACCESS CONTRACT

This Remote Computer Access Contract (this "Contract") is entered into on the _____ day of _____, 20_____, by and between the Natchitoches Parish Clerk of Court (hereinafter referred to as "Clerk"); and

Name: _____

Mailing Address: _____

(hereinafter referred to as "User")

The parties hereby agree to the following terms and conditions:

1. This Contract shall be effective on the date written above and shall continue prospectively subject to the cancellation provisions stated below in sections twelve (12) and thirteen (13).
2. User agrees to pay an initial installation fee of \$50.00.
3. User agrees to pay an access fee of \$50.00 per month for electronic access to the conveyance, mortgage and marriage records maintained by Clerk and the indices thereof to the extent said records are available online, and the ability to view/print available document images.¹ The monthly charge entitles User to one (1) logon name only, which may be installed and accessed on up to three (3) separate computer terminals. User shall pay the first month's access fee, which shall not be pro-rated, at the time User signs this Contract. Subsequent payments shall be due and payable on the first day of each successive month during the term of this Contract.
4. User agrees to pay \$.50 per page for printing from internet images. A valid Clerk charge account is required for printing. If user wishes to charge copies to separate accounts, User shall be required to open separate Remote Access accounts. The Clerk shall provide User with a total cost for pages printed in the billing period. Explanation of the charges for printing images to a User's client or customer shall be User's sole responsibility. **CLERK IS NOT RESPONSIBLE FOR MISPRINTS OR PAGES PRINTED IN ERROR.**
5. Means of payment accepted by the Natchitoches Parish Clerk of Court's office:
 - a. Cash
 - b. Personal/Business Check
 - c. Money Order
6. 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 at times when the system is inoperable for reasons beyond Clerk's control, or at such times as Clerk might take the system off-line for troubleshooting/repair.
7. User understands that the remote computer access service is provided by the Clerk as a time saving convenience to User and, in some instances, does not necessarily substitute for a "hard copy" view of the public records. 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, (a) relying on User's access, as a result of the unavailability of remote computer access, (b) the accuracy or inaccuracy of any information contained in the Clerk's system, and **User does hereby agree to hold Clerk harmless and to indemnify Clerk from any claim, action or demand.**

¹ As of June 26, 2008, mortgage and conveyance records beginning January 1, 1976, and marriage records beginning January 1, 2001, are available online.

8. User shall provide all necessary computer equipment, including broadband (high-speed) internet access. Clerk is not responsible for any incompatibility of User's computer(s) and printer(s).

9. **User's designated contact person shall be:**

_____ **Phone:** _____

10. E-mail communication is preferred between Clerk and User. Contact between Clerk and User will be accessible every Monday through Friday, from 8:30 a.m. until 4:30 p.m., excluding all legal holidays.

Clerk e-mail address:

User's e-mail address: _____

11. User agrees 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.

12. Clerk shall immediately cancel this Contract in the event of:

- a. User's attempts to sabotage, alter, damage, or destroy Clerk's inquiry system computer, hardware, software or Clerk's records; in which case, User shall reimburse Clerk for all reasonable damage caused by User's actions, as well as all attorney's fees incurred should Clerk choose to prosecute a civil action for collection of damages.
- 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 User's remote access to Clerk's inquiry system, together with a User's surcharge, shall not be considered "resale".

13. User agrees to provide Clerk with 30 days advance written notice if he/she wishes to cancel this Contract. The Clerk shall immediately cancel this Contract for thirty days delinquency in payment for remote access and per page printing charges. Users' accounts are subject to a \$50.00 reinstatement fee if account is cancelled by Clerk in accordance with section thirteen (13). Clerk may cancel this Remote Computer Access Contract by giving User 30 days advance written notice.

14. User acknowledges that, for management and security purposes, Clerk will maintain a detailed log of User's utilization of Clerk's records.

15. This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, without regard to or application of its conflicts of law principles. User hereby consents to the jurisdiction of the state court in the State of Louisiana. Venue for any proceeding involving this Contract shall be in the Tenth Judicial District Court, Natchitoches Parish, Louisiana.

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

CLERK OF COURT, TENTH JUDICIAL DISTRICT,
NATCHITOCHES PARISH, LOUISIANA

By: _____
Name: _____
Deputy Clerk

USER:

By: _____
Name: _____
Title: _____

Indicate preferred: (please print/type)

Username: _____ Password: _____

****PLEASE ENCLOSE CASH, CHECK OR MONEY ORDER IN THE AMOUNT OF \$100.00****

Natchitoches Parish Clerk of Court
P. O. Box 476
Natchitoches, LA 71458-0476
Telephone: 318-352-8152
Fax: 318-352-9321
Website:
E-mail: