

Application Instructions

- Name: Please Print, Full First and Last Names of applicant.
- E-mail Address: This will be the primary form of communication between you the applicant and us. PLEASE make it legible and DO NOT use a distribution list address.
- Cases for Party Viewing. If you are requesting party access to one or more cases only. You must also exist in the case as a party to the case.
- Item 1. This Agreement. Viewing privilege is from least (top) to most (bottom). Attorney of Record access applies only when viewing cases associated with the Attorney otherwise access is treated the same as a Registered User. If you are an Attorney in good standing you are advised to select Attorney of Record.
- This document requires notarization when applying for any category except for the first option, "Registered User".

Please return the completed form to:

via email: registrations@clerk.indian-river.org

via USPS mail:

Clerk of Court, Indian River County Information Technology
1801 27th Street
Vero Beach, FL 32960

**REGISTRATION AGREEMENT TO VIEW RECORDS ONLINE
INDIAN RIVER COUNTY CLERK OF COURT (CLERK)**

REQUEST FORM:

*Name: First		Last	
*E-mail Address			
*Address			
*City/State/Zip			
*Phone		Alt. Phone	
Cases for Party Viewing:			
Name of Agency or Business Entity for officers, owners or employees:			
*Florida Bar Number for Attorneys		*Required for Attorneys	

1. This Agreement is for viewing electronic court records as authorized pursuant to Florida Supreme Court Administrative Order 2014-19 (AOSC14-19) as:

_____ A Registered User (not a party to a case and not an attorney of record)

_____ A party to a case

_____ An officer, owner or employee of a business entity named as a party
_____ with authority to view such court records

_____ An attorney of record

_____ General Gov't and Const Officers

_____ Certified Fed., State, Local Law Enforcement Officers, FL. DOC, FL. DJJ

_____ Fla. Att. General, DCF

_____ Fla. School District

_____ Office of Public Defender

_____ Criminal Conflict and Civil Regional Counsel

_____ Guardian ad Litem Office

2. Registered User affirms the contact and other information on the Request Form above is correct.
3. **Clerk Responsibilities**
 - a. Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
 - b. Clerk will notify Registered User of a unique login ID and password, with directions on how to change the password and a unique PIN or Party ID number, if applicable. Contact registrations@clerk.indian-river.org for help with the site.
 - c. Clerk will maintain and modify the site as required by AOSC14-19.
4. **Registered User Responsibilities**
 - a. To ensure that only Registered User has knowledge of the assigned login ID and password and unique PIN or Party ID number, if applicable.
 - b. To prohibit any person or entity other than Registered User from accessing the site.
 - c. To immediately notify Clerk if Registered User discovers that the assigned password is known by another person, whether used or not, so the existing login ID may be deactivated and replacement login information issued.
 - d. To provide updated contact information or, for parties, updated case information by submitting a new Request Form, which, when submitted, is incorporated by reference in this agreement.
 - e. To understand that paper or electronic documents may not be immediately available online after they are filed with Clerk.
 - f. To not use or permit others to use the information obtained from this site for commercial or resale purposes and that all activity on this site will be tracked and monitored by Clerk to enforce this provision.
 - g. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.
5. **Limitations of Liability**
 - a. Registered User releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (a) interrupted service of any kind; (b) Registered User's equipment; (c) use of, or viewing of, electronic court records.
 - b. Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or the Clerk's employees and agents or of the Registered User's sovereign immunity, if applicable, or modifying the recovery limits against the Clerk or Registered User as set forth in section 768.28(5), Florida Statutes.
6. This Agreement, regardless of where actually accepted or delivered, is deemed to have been accepted and delivered by the parties in the State of Florida and any dispute arising from it will be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement will be maintained in Indian River County, Florida.

7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to the address provided on the Party Request Form.
8. **Termination and Other Remedies**
 - a. If Registered User breaches the provisions in this Agreement, the Clerk has the right to terminate this Agreement immediately and pursue any other remedy available at law or in equity.
 - b. This Agreement will be terminated immediately if funding is withdrawn for any reason. Registered User acknowledges that the Clerk has no control over appropriations that may be provided by any governmental entity for the continuation of the services under this Agreement.
9. If any part of this Agreement is found to be invalid, then it will have no effect, but the remaining provisions will continue in full force and effect.

(Signature of person making statement)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this Day(____) of Month(____), Year(20____), by

(NOTARY SEAL)

(Signature of Notary)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification

Produced _____