



CLERK'S OFFICE

LYNCHBURG CIRCUIT COURT

900 Court Street
P. O. Box 4
Lynchburg, Virginia 24505
Telephone 434-455-2620
Facsimile 434-847-1864

F. PATRICK YEATTS, JUDGE

EUGENE C. WINGFIELD, CLERK

July 25, 2014

**Rates for Secure Remote Access (SRA) for the
Lynchburg Circuit Court Clerk's Office**

The Lynchburg Circuit Court Clerk's Office has adjusted its monthly rates for access to the Secure Remote Access system for various Lynchburg City records. The SRA site for the Lynchburg Circuit Court Clerk's Office has available on-line the following records; Deeds and Land Records 1978 to present, Marriage Licenses 1982 to present, Wills and Fiduciaries 1993 to present, Judgments 1993 to present, and Financing Statements 1993 to present. We also have Plats on-line as attachments to the Deeds from Plat Cabinet 1 through Cabinet 10.

The new rates are:

Monthly - \$50.00 – remain the same

6-month subscription - \$250.00 – this discount gives the subscriber 1 free month

12-month subscription - \$475.00 – this discount allows for 2 ¼ months free

For those of you who are not subscribers to this system and are interested in subscribing, please contact Kathy Truslow at 434-455-2616 or myself at 434-455-2611.

Eugene C. Wingfield
Clerk

Lynchburg Circuit Court Clerk's Office

Secure Remote Access (SRA)

Deeds and Land Records, Marriage Licenses, Wills and Fiduciaries,
Judgments and Financing Statements.

The approval of this application is at the Clerk of the Circuit Court's discretion. By signing this application, the subscriber acknowledges and accepts the terms and conditions of the Subscriber Agreement for Internet Access to Circuit Court Documents as attached. Failure to adhere to these conditions may result in termination of access to the program.

Subscriber:

Corporate/Business Name: _____

Subscriber Full Name: _____

Business Address: _____

City/State/Zip: _____

Mailing Address (if Different): _____

Phone Number: _____

Email Address: _____

United States Citizen: Yes No

Signature of Subscriber: _____

I certify that the information above is true and correct

I, _____ a Notary Public. Do hereby certify that on this ____ day of _____, 20____, _____ personally appeared before me and swore/affirmed and acknowledged to me that the statements contained therein are true and correct.

Notary Public: _____

Name/Phone Number- Type or Printed: _____

My Commission Expires: _____

Clerk's Office Only:

Subscriber ID and Password: _____

Expiration Date: _____

**SUBSCRIBER AGREEMENT FOR INTERNET ACCESS TO
Lynchburg Circuit Court Documents**

www.courts.state.va.us./rmsweb/

1. TERM OF AGREEMENT

It is the intent of both parties to participate in a remote access program to commence on the day the User ID and Password are assigned and continue until terminated as provided herein.

2. SUBSCRIBER OPTIONS

The Clerk provides an on-line database allowing "inquiry-only" access to the particular court's indices and/or documents.

3. DAYS AND HOURS OF OPERATION

The Internet access to the Circuit Court documents may be available seven days a week, twenty-four hours a day, including all holidays, or otherwise at the discretion of the Clerk, except during periods:

- a. Of preventative and remedial maintenance
- b. Of operational issues beyond the control of the Clerk
- c. When intrusions against security are being remedied

4. FEES

The fee for the Subscriber is set pursuant to Code Section 17.1-276 of the Code of Virginia. Payment is due upon the issuance of the User ID and Password. The Clerk reserves the right to suspend or terminate service to the Subscriber if payment is not received.

5. SERVICES

The Clerk, deputies, employees or agents shall provide the Subscriber with "inquiry-only" access to the documents management system database (the Database).

The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise in the use of the website. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

6. SUBSCRIBER'S OBLIGATIONS

It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the Database.

The Subscriber is responsible for ensuring that unauthorized personnel or other individuals do not use the Subscriber's individual logon information.

Information accessed from the Database is for the use of the Subscriber only.

Information accessed from the database shall not be sold, distributed,

posted on a third party website or misused in any way. Such misuse shall result in immediate termination of access and/or the denial of a subscription for the use of the database.

7. LIMITATION OF LIABILITY

The Subscriber relieves and releases the Clerk, deputies, employees or agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber further relieves and releases the City of Lynchburg, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the *Office of the Executive Secretary, Supreme Court of Virginia*, employees and agents from liability for any and all damages resulting from interrupted service of any kind.

The Subscriber hereby relieves and releases and holds harmless the Clerk, the City of Lynchburg, officers and their deputies, employees or agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the *Office of the Executive Secretary, Supreme Court of Virginia*, employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

The Subscriber agrees that the Clerk, the City of Lynchburg, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party. The Subscriber also relieves and releases the *Office of the Executive Secretary, Supreme Court of Virginia*, employees and agents from liability for any and all damages resulting from any claim or demand against the subscriber by any other party.

The information or data accessed by the Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

8. TERMINATION

Either party may terminate this agreement without cause within fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, pro rata, for services rendered or obligations incurred.

This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.

This agreement shall terminate immediately if the Commonwealth of Virginia or City of Lynchburg fail to appropriate and continue funding for services provided under this agreement.

9. DEFINITIONS

1. "Public access" means that the public can inspect and obtain a copy of the information in a court record.
2. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
3. "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website.
4. "Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

10. LOCATION OF SITE

www.courts.state.va.us./rmsweb/

Click on: Records Management System

Click on : Login on left of page

Enter User Name and Password

Be sure to log out when finished