

LAURA H. CULPEPPER
JACKSON PARISH CLERK OF COURT

STATE OF LOUISIANA
PARISH OF JACKSON

REMOTE COMPUTER
ACCESS CONTRACT

This contract is entered into on the _____ day of _____, 20____, by the Jackson 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. The contract shall be effective on the date written above and shall continue until 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 for online indexes as well as the viewing/printing of document images. For this fee, Clerk shall provide User email support regarding technical aspects of network and/or web access and application programs.
3. User agrees to pay an access fee of \$50.00 per month for indexes access and the ability to view/print document images. 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 \$50.00 fee at the time of contract signing.
4. User agrees to pay \$1.00 per page for printing records’ images. A valid Clerk charge account is required for printing. 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 Jackson Parish Clerk of Court office:
 - a. Cash Money
 - 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 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, relying on User’s access, as a result of the unavailability of remote computer access, and User does hereby agree to hold Clerk harmless and to indemnify Clerk from any such claim, action or demand.

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 will be accessible every Monday through Friday, 8:30 a.m. until 4:30 p.m., excluding all legal holidays.

Clerk e-mail address: clerk@jacksonparishclerk.org

User 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 a possible attorney fee 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 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 notice if he/she wishes to cancel their remote access. The Clerk shall immediately cancel this agreement 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).

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

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

WITNESSES:

CLERK OF COURT, SECOND JUDICIAL DISTRICT, JACKSON PARISH, LOUISIANA

BY:

LAURA H. CULPEPPER
CLERK OF COURT

USER:

BY:

Indicate preferred: (please print/type)

Username: _____

Password: _____

****Please enclose cash, check, or money order in the amount of \$100.00****

Jackson Parish Clerk of Court Office
500 East Court Street, Room 103
PO Box 730
Jonesboro, LA 71251
Phone: (318) 259-2424
Fax: (318) 395-0386
Website: www.jacksonparishclerk.org
E-mail: clerk@jacksonparishclerk.org