

**GARY LOFTIN
CADDO PARISH CLERK OF COURT**

STATE OF LOUISIANA :
 : **REMOTE COMPUTER**
PARISH OF CADDO : **ACCESS CONTRACT**

This contract is entered into on the _____ day of _____, 20____ between:
the Caddo Parish Clerk of Court (hereinafter referred to as "Clerk"); and

User Name: _____

Billing Address: _____

(hereinafter referred to as "User");

in consideration for the Clerk providing to User remote computer access to public record information which is more fully set forth as Exhibit "A" appended to this contract, the parties hereby stipulate, covenant and mutually agree to the following terms and conditions:

1. The contract shall be effective on the date written above and shall continue prospectively subject to the cancellation provisions of paragraph eleven and the written notice provisions of paragraph thirteen.
2. User agrees and shall pay an initial installation fee of \$100.00 for Online Indexes and Images. For this fee, Clerk shall provide User email support only by qualified individuals regarding technical aspects of network and/or web access and application programs.
3. User shall pay an unlimited access fee of \$30.00 per month for indexes and images. The monthly charge entitles User to one (1) logon only.
4. User shall pay \$.25 per page for printing from internet images. A valid Clerk Accounts Receivable 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 images printed in the billing period. Delineation of the charges for printing images to a User's client or customer shall be the User's sole responsibility. The Clerk is not responsible for misprints or pages printed in error.
5. 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 as follows:
 - a. At such times when the computer system is inoperable for reasons beyond the Clerk's control, including but not necessarily limited to power failures or outages, terrorist acts, natural disasters, acts of God, malfunction or failure of equipment; and
 - b. At such times as Clerk might take the system off line for troubleshooting and/or system augmentation.
6. 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 record. 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.

7. User shall provide at User's expense all necessary computer equipment for remote access to Clerk's inquiry based system. For imaging access, User must have broadband Internet access and User's PC must have ability to install Active X controls. The Clerk is not responsible for compatibility of User's computer(s) and printer(s).

8. User's designated contact person shall be
 _____ Phone _____

9. E-mail communication is preferred between Clerk and User.
 Clerk e-mail address: webmaster@caddoclerk.com
 User e-mail Address _____

10. User acknowledges 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. 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."

11. Clerk shall immediately cancel this contract if:
 - a. User sabotages, alters, damages or destroys Clerk's inquiry system computer, hardware, software or Clerk's records.
 - 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."

12. User shall reimburse Clerk for all reasonable damages caused by User's actions which alter, sabotage, damage or destroy Clerk's inquiry system computer hardware, software or Clerk's records. Damages shall include a reasonable attorney fee should Clerk prosecute a civil action for the collection of damages.

13. Upon thirty days' written notice by User, this contract may be cancelled provided that User is current on User's bill for remote access. The Clerk shall immediately cancel this agreement for thirty days delinquency in payment for remote access and per page printing charges subject to a \$50.00 reinstatement fee if User's account is cancelled for non-payment.

14. User declares that User is:
 - a. A natural person, signing in an individual capacity, including a sole proprietorship;
 - b. A partnership or limited liability partnership, executed by a partner, duly authorized to obligate the partnership. If so, the partnership's name is as follows:

 - c. A company, corporation, or limited liability company or corporation, executed by its duly authorized officer, with authority by corporate resolution to enter into this agreement on behalf of the corporate entity. The corporate name is as follows:

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

WITNESSES:

CLERK OF COURT, FIRST JUDICIAL DISTRICT, CADDO PARISH, LOUISIANA

BY: _____

**GARY LOFTIN
CLERK OF COURT**

USER:

BY: _____

Attachment "A"

CADDO PARISH CLERK OF COURT
REMOTE COMPUTER ACCESS

Applications Currently Available	Time Frame
Mortgage/Conveyance/Chattel Index Searches	
a. Direct Conveyance	January 1, 1914 to present
b. Indirect Conveyance	July 11, 1983 to present
c. Direct Mortgage	January 1, 1981 to present
d. Indirect Mortgage	January 1, 1981 to present
e. Direct Chattel	January 1, 1985 to present
f. Indirect Chattel	January 1, 1985 to present
Mortgage/Conveyance Images	
a. Conveyance	January 1, 1951 to present
b. Mortgage	January 1, 1995 to present
Civil Suit Name Inquiry	January 1, 1984 to present
Civil Suit Cost Information	January 24, 1984 to present
Civil Suit Minutes	January 24, 1984 to present
Sheriff Returns on Service of Process	
a. Inside Caddo Parish	November 16, 1993 to present
b. Outside Caddo Parish	November 2, 1994 to present
Civil Images	July 1, 2002 to present
Criminal Case Name Inquiry	1980 to present
Criminal Case Minutes	1984 to present
Traffic Ticket Inquiry	1989 to present
Criminal Images	September 4, 2002 to present
Marriage License Index Search	October 14, 1937 to present
Marriage License Images	11/21/1978 to present