

**MIKE SPENCE
CADDO PARISH CLERK OF COURT**

STATE OF LOUISIANA :
 : WEB ACCESS CONTRACT
PARISH OF CADDO :

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 web access to public record information, 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 ten and the written notice provisions of paragraph twelve.
2. User shall pay an unlimited access fee of \$360.00 per year for indexes and images. The yearly charge entitles User to one (1) logon only. The charge shall be prorated depending on the month joined.
3. User shall pay a per page charge for printing from internet images. This charge shall be set by the Clerk and is subject to change. If User wishes to charge copies to separate accounts, User shall be required to open separate Web 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.
4. Clerk will provide web 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.
5. User understands that the web 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 web access, and User does hereby agree to hold Clerk harmless and to indemnify Clerk from any such claim, action or demand.
6. User shall provide at User’s expense all necessary computer equipment for web access to Clerk’s inquiry based system. The Clerk is not responsible for compatibility of User’s computer(s) and printer(s).

7. User's designated contact person shall be
_____ Phone _____
8. E-mail communication is preferred between Clerk and User.
Clerk e-mail address: webmaster@caddoclerk.com
User e-mail Address _____
9. User acknowledges that the information retrieved through web 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 web access to Clerk's inquiry system, together with a User's surcharge, shall not be considered "resale."
10. 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 internet copies within thirty (30) days of presentation for payment.
 - c. User's resale of information obtained by the web access inquiry system. For the purposes of this contract, User's billing of a client or customer, for web access to Clerk's inquiry system, together with a User's surcharge, shall not be considered "resale."
11. 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.
12. Upon thirty days' written notice by User, this contract may be cancelled provided that User is current on User's bill for web access. The Clerk shall immediately cancel this agreement for thirty days delinquency in payment for per page printing charges.
13. 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.**

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

BY: _____

USER:

BY: _____