



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

AGREEMENT FOR ATTORNEY OF RECORD TO VIEW MONROE COUNTY CLERK OF COURTS RECORDS ONLINE

REGISTERED REQUEST FORM

Attorney's name (first and last):
Attorney's e-mail address:
Attorney's address:
City/State/Zip:
Attorney's Phone:
Attorney's Bar Number:

1. This Agreement is for viewing Monroe County electronic court records as authorized by Fla. Admin. Order No. AOSC18-16, by a registered attorney of record, hereinafter "Attorney".
2. The Attorney affirms that the contact and other information on the Registered Request Form above are correct.
3. **CLERK RESPONSIBILITIES**
 - a. The Clerk will endeavor to provide uninterrupted access to the site, except when the site may be down for maintenance, for network or power failures, or to address security issues.
 - b. The Clerk will notify the Attorney upon approval of his/her request for access to online records, at which time the unique login ID and password can be used. Consult the site FAQs or contact the Clerk's Office IT Department at 305-292-3450 or at itdept@monroe-clerk.com, for help with the site.
 - c. The Clerk will maintain and modify the site pursuant to Fla. Admin. Order No. AOSC18-16.
4. **REGISTERED ATTORNEY OF RECORD RESPONSIBILITIES**
 - a. To ensure that only the Attorney has knowledge of the assigned login ID and password to the site.
 - b. To prohibit any person or entity other than the Attorney from accessing the site.
 - c. To immediately notify the Clerk if the Attorney discovers that the assigned password is known by another person (whether used or not), so the existing login ID and password may be deactivated and replacement login information issued.
 - d. To provide updated contact information by submitting a new Request Form to view records online.
 - e. To be aware that a time gap exists between the time that paper or electronic documents are filed with the Clerk and when the documents become available on the site.

KEY WEST
500 Whitehead Street
Key West, Florida 33040
305-292.3458

MARATHON
3117 Overseas Highway
Marathon, Florida 33050
305-289-6027

PLANTATION KEY
88770 Overseas Highway Ste 2
Plantation Key, Florida 33070
305-852-7145

f. To protect all confidential records and information viewed pursuant to this Agreement, in accordance with all applicable rules and statutory requirements to the extent that the Attorney is authorized to have access to confidential information under the Access Security Matrix.

g. To refrain from using or permitting others to use the information obtained from this site for commercial or resale purposes. The Clerk will track and monitor this site to enforce this provision.

h. To use Attorney's computer hardware and software and/or make necessary modifications to the Attorney's existing equipment in order to access the Clerk's site.

5. **LIMITATIONS OF LIABILITY**

a. The Attorney releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (a) interrupted services of any kind; (b) the attorney of record's equipment; (c) use of, or viewing of, electronic court records; (d) the attorney of record's unauthorized public disclosure of confidential information available to the Attorney under the Access Security Matrix and access as provided in this Agreement.

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 Attorney'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 Monroe County, Florida.

7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person or by mail to the address provided on this form (See page footer on page 1 above).

8. **TERMINATION AND OTHER REMEDIES**

a. If Attorney 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. The registered attorney of record 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.

Date: _____

Attorney's Signature

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, _____(year), by

_____, who is personally known to me or provided the following identification _____.

Signature of Notary Public

(Seal)

Or

Sworn to (or affirmed) and subscribed before me, this _____ day of _____, _____ (year), by _____, who is personally known to me or provided the following identification _____.

Kevin Madok, CPA
Clerk of Circuit Court & Comptroller

By _____
As Deputy Clerk

(Seal)

Please deliver the completed Registered Request Form to Monroe County Clerk of Circuit Court & Comptroller by mail or in person to the addresses listed in the footer of the page 1 above, or by e-mail to itdept@monroe-clerk.com.