

PUBLIC ELECTRONIC ACCESS AGREEMENT

This agreement, dated _____, 20____, is made between Pinellas County, Florida (the "Owner") and _____ (the "Customer") for the purpose of providing the Customer with electronic access to certain data, as defined as part of this Agreement, which is accumulated and/or created by the Owner in the normal course of County business.

I. PERIOD OF AGREEMENT

This Agreement will remain in force until cancelled in writing by either party. This cancellation notice must be received at least fifteen (15) days prior to the actual cancellation date. Amendments relative to the various aspects of this Agreement may be required from time to time and the Customer will have the option of accepting the amendment conditions or terminating the Agreement; such amendments will be posted on the Electronic Access web site.

II. DATA AVAILABLE

The Owner will make data available related to various County activities. This Agreement specifically excludes providing information which is established as sensitive, reserved, or otherwise restricted by any currently valid law or statute at any level of government. The data available for access is listed in "SECTION VI. ELECTRONIC ACCESS APPLICATION SYSTEMS", which may be amended from time to time through the addition or deletion of application systems.

III. RATES The following specific conditions apply:

A. There is an account activation fee in the amount of \$60.00. This fee provides setup of a user account and one month free access. Access assistance will be provided 24/7 by Customer Support (727-453-HELP or 453-4357) at no cost.

B. Cost per Billing Month

1. There will be no charge if the system is not accessed or accessed solely for payment purposes.
2. There will be a flat five dollar (\$5.00) charge for one to one hundred transactions.
3. There will be an additional ten cent (\$.10) charge for each transaction over 100 transactions.

C. Monthly Invoicing

The Customer will be invoiced on the first of the month following service. Invoices are payable upon receipt. Advance payments will be credited to Customer's account.

The Customer account will be considered in payment default and automatically suspended when an invoice is thirty (30) days past due. Reinstatement of a suspended account will be provided at no cost upon payment of the full amount past due within sixty (60) days of payment default. The Owner may terminate service without notice for any Customer in payment default.

After one hundred eighty (180) days of default, the account will be cancelled. Cancelled accounts may not be reinstated. Any past due amounts must be paid in full prior to the establishment of new service

D. Any costs incurred by the Owner in the collection of default payments or returned checks will be billed to the Customer.

IV. SYSTEM AVAILABILITY AND EQUIPMENT RECOMMENDATIONS

A. Owner will provide instructions for access to the system. Access will be available to the system 24 hours a day, 7 days a week. Owner assumes no responsibility for system downtime during the hours of availability. Customer is hereby made aware that the system may be unavailable at the option of Owner.

B. Customer is responsible for Customer site equipment. Customer site equipment will include a computer with appropriate modem or broad-band connection to the Internet.

V. GENERAL

Owner does not expressly or impliedly warrant that the information or data accessed by Customer is accurate or correct. Owner shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any amendments or attachments to this Agreement. In no event shall Owner be liable for any special or consequential damages or for any indirect damages resulting from Customer's use or application of the information extracted using the system.

VI. ELECTRONIC ACCESS APPLICATION SYSTEMS

CIVIL/SMALL CLAIMS
JUSTICE INFORMATION
PROBATE COURT
TRAFFIC INFORMATION
CHILD SUPPORT INQUIRY
FLORIDA BAR ATTORNEY FILE
OFFICIAL RECORDS INDEX INQUIRY
OFFICIAL RECORDS FICTITIOUS NAMES
BOND RECONCILIATION
OFFICIAL REC MICROFILM INDEX 57-90
MARRIAGE LICENSE INQUIRY
OFFICIAL REC PROBATE INQUIRY
PARKING TICKET INQUIRY

DELINQUENT TAX-REAL ESTATE
DELINQUENT TAX-PERSONAL PROPERTY
OFFICIAL REC PLATS/RESTRICTIONS
REAL ESTATE ESCROW COMPANIES
MASTER APPRAISAL RECORDS
FINANCIAL INSTITUTION INQUIRY
GEOGRAPHIC ADDRESS LOOKUP
SUBDIVISION SEARCH
PROPERTY APPRAISER REAL ESTATE
PROPERTY APPRAISER RE BY OWNER
TAX ROLLS-NAME INDEX
TAX ROLLS-RE & PERS.PROPERTY

VII. PINELLAS COUNTY DEPARTMENT OF BUSINESS TECHNOLOGY SERVICES

VIII.CUSTOMER INFORMATION

AUTHORIZED Signature(s) _____
Director of BTS, Paul F. Alexander III
Date: _____
Address: PINELLAS COUNTY BTS DEPT.
ATTN: CUSTOMER SUPPORT
315 COURT STREET
CLEARWATER, FL 33756
453-4357 option 1

Name: _____
Title: _____
Firm Name: _____
Address:: _____
City/State: _____
Zip Code: _____
Email Address: _____
Telephone: _____
Signature: _____

Checks in the amount of \$60.00 are payable to the Board of County Commissioners.

IX. Because access to this information is provided by PINELLAS COUNTY for the convenience of all users, any use or access by a which adversely impacts the performance of the system, or the ability of other users to access information, such as, but not limited to, electronic data harvesting, may result in the termination of that user's access to the information over the internet.

Yes, I accept the above terms.

No, I do not accept the terms.

Revised 10/13/2008

PLEASE DO NOT WRITE IN BOX BELOW
TEMPORARY PASSWORD AND
USER NAME: _____
DATE ASSIGNED: _____
Web Address:
<http://www.pinellascounty.org/>
Click on "Records Login"