



**KIMBERLY A. ALLEN**  
**GRANT COUNTY CLERK**  
and Clerk of the Superior Court

**Cheryl L. Hill-Roberson, Chief Deputy Clerk**

**GRANT COUNTY CLERK’S OFFICE  
ELECTRONIC COURT RECORDS ACCESS  
SUBSCRIPTION AGREEMENT TO WEBLINK**

**Agency/Firm/Company Name:** \_\_\_\_\_

This Agreement is by and between Grant County, a political subdivision of the State of Washington, on behalf of the Grant County Clerk’s Office (Clerk), and the below-identified Subscriber (Subscriber) regarding electronic access to publicly available court records via the Clerk’s Office Laserfiche WebLink (WebLink). This Agreement is executed pursuant to Grant County Ordinance #19-097-CC.

Per Grant County Ordinance #19-097-CC, the Clerk may not assess an access fee on employees of not-for-profit organizations or corporations whose primary purpose is to provide access to justice for the poor and infirm, courts of limited and general jurisdiction, and government agencies and county departments accessing electronic superior court records while in the performance of their official duties.

For those that do not meet the not-for-profit organization/business or government agency criteria described in the preceding paragraph, access is provided on a subscription fee basis as outlined below and shall be paid annually **by March 1** thereafter (one subscription agreement with individual signatures for each license).

<b>Company Size</b>	<b>Annual Fee</b>
1 – 3 Employees and/or Individuals	\$100
4 – 6 Employees and/or Individuals	\$250
7 – 10 Employees and/or Individuals	\$500
More than 10 Employees and/or Individuals	\$600

*Note 1: Pro-rated in whole months if service starts after March 1.*

*Note 2: Company size is **total of owners/lawyers/employees**, not number of users.*

The Clerk reserves the right to change the subscription fees and/or the **Terms and Conditions** of this agreement with 30 days advance notice.

Publicly available court records accessible with a (paid or no-fee) subscription include Criminal, Civil, Domestic, Probate/Guardianship and Juvenile Offender.

By signing this agreement, the undersigned Subscriber affirms his/her understanding and responsibilities and agrees to the following **Terms and Conditions**:

1. I understand and agree that only publicly accessible court records identified in this agreement are available via the WebLink.
2. I understand and agree that I cannot disseminate the username and password issued by the Clerk and further understand and agree that the username and password are for use by the undersigned Subscriber(s).
3. I understand and agree that I shall not gain any proprietary right to, or interest in, any data or information provided by the Clerk as a result of this agreement. Any rights or interest, or any portion thereof, derived by the Subscriber under this agreement are personal to him or her and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.
4. I understand and agree that I shall assume the risk of, be liable for, and pay all damage, loss, cost, and expense of any party, including any of Subscriber's employees, arising out of the access provided pursuant to this agreement, except that caused by the sole negligence and/or willful misconduct of Grant County and its employees acting within the scope of their employment.
5. I understand and agree to hold harmless and indemnify Grant County, its elected and appointed officials, employees, and agents against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of, or in connection with, the access provided pursuant to this agreement or any act, error or omission of the Subscriber, County, employees, agents or subcontractors, whether by negligence or otherwise.
6. I understand and agree my obligations hereunder include but are not limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Subscriber or Subscriber's employees, agents, or subcontractors.
7. I understand and agree that the Clerk does not knowingly display court records that are statutorily confidential, court ordered sealed, or are otherwise restricted pursuant to state and/or local court rule. If I discover a court record containing statutorily confidential, court ordered sealed or restricted information pursuant to state and/or local court rule on the WebLink, I agree to maintain confidentiality, restrict access, **and immediately notify the Clerk.**
8. I understand and agree that I may not divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained while accessing the WebLink.
9. I understand and agree that I will comply with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating, and/or relating to the dissemination of data.

10. I understand and agree that I shall use the data or information for legitimate purposes in the ordinary course of business.
11. I understand and agree that I shall not reproduce or distribute or disseminate the data or information obtained from the WebLink in bulk except for responding to an individual client record inquiry.
12. I understand and agree that the Clerk does not warrant, express or implied, that the data or information is accurate, current, correct, or complete; makes no representations regarding the identity of any persons whose names appear in the court records; and, does not assume any liability whatsoever resulting from the release or use of the data or information obtained from the WebLink. It is expressly understood and agreed that it is the responsibility of the Subscriber to verify the data obtained under this agreement by personally consulting the Clerk's Office.
13. I understand and agree that I am to consult the Clerk on any questions I may have concerning whether particular information may be disclosed.
14. I understand and agree that the Clerk will endeavor to provide continuous operation of the WebLink; however, access may be interrupted during such other periods of remedial maintenance as may be required by the Clerk, AOC, or Grant County Technology Services. When possible, the Clerk will make every attempt to provide advance notice of scheduled maintenance, with routine maintenance scheduled after 4:30 p.m. and before 8:00 a.m. or during weekends or holidays.
15. I understand and agree that the Clerk reserves the right to reduce or limit subscriber access to the WebLink during unusual circumstances such as, but not limited to, emergency production requirements mandated by law, intrusions against security regulations and to limit or avoid adverse operational impacts. I further understand and agree that no reduction in fees shall be due for any interruption in services.
16. I understand and agree that following execution of this agreement, the Clerk will, via Grant County Technology Services, set up electronic access and assign a username and temporary password to each user; each user must provide a unique email address.
17. The Clerk agrees to provide reasonable email consultation on specific problems or questions that arise in the use of the subscriber service. However, the Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
18. I understand and agree that Clerk assistance may only be available Monday through Friday, from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. with the exception of holidays observed by the Clerk.
19. I understand and agree that if the Clerk changes its operating system or otherwise modifies its format, it shall be the responsibility of the Subscriber to make any necessary changes and to bear the expense thereof.
20. I understand and agree to the annual subscription fee and due dates outlined in this agreement.

21. I understand and agree that if any of the **Terms and Conditions** of this agreement are knowingly violated, the Subscriber will be subject to immediate revocation of access to the WebLink and any subscription fee previously paid will be forfeited.

## **ACKNOWLEDGEMENT AND ACCEPTANCE OF SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS**

Subscriber Printed Name: \_\_\_\_\_

Job Title/Bar Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Subscriber E-Mail address: \_\_\_\_\_

I certify that my Agency/Firm/Company has \_\_\_\_\_ owners/lawyers/employees/individuals.

Subscriber Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grant County Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR CLERK'S OFFICE  
ADMINISTRATIVE USE**

*THIS AREA LEFT BLANK FOR RECEIPTING*

**Date Received:**

**Date Submitted to GCTS:**

# PAYMENT INFORMATION

Each user shall sign and return a subscription agreement with the correct payment (prorated in whole months if service starts after March 1st either by:

- 1) **U.S. Mail** – The Grant County Clerk’s Office will accept checks or cashier checks/money orders via U.S. mail at the below address, or

**Grant County Clerk’s Office  
Attn: Cheryl Hill-Roberson  
P.O. Box 37  
Ephrata, WA 98823**

- 2) **In Person** – The Grant County Clerk’s Office will accept checks, cashier checks/money orders, cash and/or credit card payments.

Customers shall provide a self-addressed, stamped envelope if they wish to receive a copy of the final executed agreement and/or receipt.