



Name:	
Law Firm:	
Texas State Bar No. or TCOLE PID No.:	
Email Address:	
Address:	

I have read and agreed to the terms of use on the Travis County District Clerks home page

Travis County Official Use Only

User Name:		Password:	
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Request Accepted By:

E-mail: [DistrictClerkRecordsSearch.support@traviscountytexas.gov](mailto:DistrictClerkRecordsSearch.support@traviscountytexas.gov)

Attention: Records request account form

Access Agreement for Travis County District Clerk

This (the "Agreement") is to provide online access to district clerk files to active members of the Texas State Bar who are in good standing to practice law, and to Texas certified peace officers, to facilitate their respective duties in the district courts.

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Requestor (Print)

This Agreement is between the Travis County District Clerk (collectively the "Clerk"), and the person stated above (the "Requestor").

The parties agree as follows:

- INTERNET ACCESS TO RECORDS:** Requestor will be permitted internet access only to selected records and data (the "Information") that the Clerk maintains.
- LOGIN AND PASSWORD.** The Requestor will be required to create a login ID and password for internet access to the Information once this Agreement is executed. The Clerk reserves the right to alter or eliminate Requestor's login ID or password at any time, without prior notice. The login ID must conform to the Clerk's standards, which will be made available to the Requestor at the time of creation. Requestor must keep the login ID and password confidential but may permit use by Requestor's employee.



and Requestor may not make or attempt to make any modifications to it.

4. **USE:** The Requestor may not use, disclose, or permit a third party to use or disclose the Information:

A. for any unlawful, tortious, or malicious act; or

B. to sell or solicit for sale goods or services to any person whose identity is obtained by having this special access to the Information.

5. **MANNER:** Requestor may access the Information only in the manner that the Clerk expressly authorizes. Requestor agrees not to use nor permit use of the on-line access to the Information in any manner or for any purpose that the Clerk has not authorized or that is unlawful or likely to damage the Clerk's equipment or software that enables the on-line access. Requestor agrees to abide by the Clerk's Terms of Use as posted on the Internet login page used to obtain access to the Information.

Requestor

acknowledges that the Clerk's Terms of Use may be modified from time to time as the Clerk deems necessary and prudent.

6. **CUSTODY AND CONTROL:** Requestor agrees that while accessing, viewing, and using the Information, the Requestor will be under the same responsibilities and duties as the Clerk to protect and carefully keep the Information, and will be subject to the same penalties for any violation of those responsibilities and duties. The Requestor is to keep confidential those numbers or names in the Information that would identify a victim or witness or that could be used to access their personal, governmental, financial, medical, or property records or accounts. Requestor further agrees that the Clerk may at any time exercise control over the Information or implement and enforce, without notice, such rules and restrictions as the Clerk sees fit for the use of and access to the Information. This may include interruption or temporary termination of Requestor's access to the Information as the Clerk may deem necessary for the purposes of security, systems administration, or any other purpose.

7. **EQUIPMENT AND CONNECTIONS:** The Requestor will obtain and supply, at Requestors sole cost, all equipment, including computer, software, and peripherals and pay for any and all fees or costs necessary to implement this Agreement.

8. **TERM:** This Agreement will continue until such time as it is terminated.

9. **TERMINATION:** The Requestor or Clerk may terminate this Agreement at any time for any reason, without notice.

10. **INDEMNIFICATION:** To the extent allowed by law, the Requestor agrees to indemnify and hold harmless Travis County and its officers and employees from any and all loss, liability, cost or expense arising out of or related to a breach of this Agreement; for use or misuse of the Information by Requestor, Requestor's employee, or any person gaining access to the Information, whether through consent, acquiescence, or negligence of Requestor or Requestor's agents or employees.

11. **DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

A. Requestor acknowledges that the Information does not necessarily reflect all the work in process by the Clerk's staff with respect to any particular case and may not reflect the most current information that the Clerk has received.

B. The Clerk is not liable in any manner under this Agreement for any error, inaccuracy, or incompleteness of the Information for which access is provided. Requestor releases the Clerk from any claim, demand, or suit arising or resulting from any such error, inaccuracy, or incompleteness.

C. **NO WARRANTIES. THE CLERK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF THE SOFTWARE OR EQUIPMENT, AND REQUESTOR ASSUMES ALL RISK RELATED TO THE USE AND ACCESS PROVIDED UNDER THIS AGREEMENT.**

D. **THE CLERK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION.**

E. **THE CLERK DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF THE INFORMATION'S FITNESS FOR A PARTICULAR PURPOSE.**

12. **ASSIGNMENT OR SUBCONTRACT:** The Requestor can neither assign this Agreement nor subcontract the



Requestor's access to the Information to any other person, firm, or other legal entity without the Clerk's express written consent.

13. **AUTHORIZATION:** The agent or agents signing this Agreement on behalf of the Requestor represent that the agent is authorized to sign on the Requestor's behalf.

14. **MONITORING.** The Requestor agrees that the Clerk or the Clerk's authorized representative may monitor the Requestor's use of the access to the Information, including live monitoring, without the Requestor's consent.

15. **ENTIRE AGREEMENT:** This Agreement, together with any rules or procedures that the Clerk may adopt, constitutes the entire Agreement between the parties, and Requestor acknowledges here that Requestor is not relying on any other representations or agreements not expressed in writing as a part of this Agreement. The parties to this Agreement may not amend it, except in writing signed by the parties.

\_\_\_\_\_  
Requestor (Electronic Signature)

OR

\_\_\_\_\_  
Requestor (Typed Signature)

\_\_\_\_\_  
Bar No. or Peace Officer License No.

Approved By:

Date: