

**BREVARD COUNTY CLERK OF THE CIRCUIT COURT
BREVARD ELECTRONIC COURT APPLICATION USER AGREEMENT**

USER INFORMATION

Name (Last, First)*: _____
E-Mail Address*: _____
Physical Address*: _____
City/State/Zip Code*: _____
Phone*: _____ Alt. Phone: _____
CaseNumber(s) for
Party Viewing: _____

Name of Business Entity: _____
Attorney Bar Number: _____

The User affirms that the contact and other information on the User Agreement above is complete and correct.

***Required Field**

USER ROLE TYPE - PLEASE SELECT ONE

This User Agreement is for viewing electronic court records as authorized by Florida Supreme Court Administrative Order 2014-19 (and as amended thereafter) via the Clerk's Brevard Electronic Court Application (BECA) as:

- A Registered User (not a party to a case and not an attorney of record). Notarization not required.
- A Party to a case - must include Case Number(s) indicated above. Includes Registered User viewing.
- An Officer, Owner or Employee of a business entity named as a Party with authority to view such court records (includes Registered User viewing).
- An Attorney of record (includes Registered User viewing; a Florida Bar number must be indicated above).

RESPONSIBILITIES OF THE CLERK

The Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues without advanced notice.

The Clerk will notify the User of his/her/its unique login I.D. and password, with directions on how the User may change the password. Completed registration agreements may be brought in person to the Clerk's office or any branch office; may be mailed to P.O. Box 999, Titusville, Florida 32781-0999, attention BECA Department; or scanned and e-mailed (pdf) directly to *becasupport@brevardclerk.us*.

The records shown through this Agreement are not the official court files of Brevard County and should not be relied upon as such. Requests for copies from the official court file should be made online by visiting

https://vweb1.brevardclerk.us/webapps_ssl/rcrc/default.cfm, by phone at (321) 637-2004, or at any one of the Clerk's branch locations.

RESPONSIBILITIES OF THE USER

- 1.) To ensure that only the User has knowledge of the assigned login I.D. and password. (Attorneys of record may allow staff under their direct supervision to use their login I.D. and password, similar to the policy outlined by Advisory Opinion 12-2 of the Professional Ethics Committee of The Florida Bar.)
- 2.) To prohibit any person or entity other than the User from accessing the site using their login I.D. and password.
- 3.) To immediately notify the Clerk if the User discovers that the assigned password is known by another person, whether used or not, so that the Clerk may deactivate and replace the User's login I.D. and assign a new password.
- 4.) To provide updated contact information or, for parties, updated case information by submitting a new Request Form, which, when submitted, shall be incorporated by reference into this Agreement.
- 5.) To understand that images of documents may not be immediately available through the site after filing with the Clerk.
- 6.) To understand that access may be limited by Florida Statute, AOSC 14-19 (and as amended thereafter), applicable court rule, or other court order.
- 7.) To not use or permit others to use the information obtained from this site for commercial or resale purposes and that all activity on this site will be tracked and monitored by the Clerk to enforce this provision.
- 8.) To provide computer hardware and software and/or making modifications to existing equipment for access to this site.

LIMITATIONS OF LIABILITY

The User releases the Clerk and his employees and agents from any liability and any damages, whatsoever, resulting from or related to interrupted service of any kind; any malfunction or capabilities of the User's equipment; and/or the use or viewing of electronic court records.

Nothing in this Agreement may be construed as waiving the sovereign immunity of the Clerk or his employees or agents, or of any immunity afforded the User, if applicable, or modifying the recovery limits against the Clerk or the User as set forth in section 768.28(5), Florida Statutes.

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 shall be governed by Florida law. Any suit for any claim, breach, or dispute arising out of this Agreement shall be maintained in a court of competent jurisdiction in Brevard County, Florida.

Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by e-mail to the addresses provided above on the Request Form or as subsequently amended.

TERMINATION AND OTHER REMEDIES

If the User breaches any of the provisions in this Agreement, the Clerk reserves the exclusive right to terminate this Agreement immediately, without advanced notice to the User, and shall enjoy the right to pursue any remedy available to the Clerk at law or in equity for such breach.

This Agreement shall be terminated immediately if funding is withdrawn for any reason or if the dictates of AOSC 14-19 (and as amended thereafter) change. The User acknowledges that the Clerk has no control over appropriations that may be provided or discontinued for the continuation of services under this Agreement.

If any part of this Agreement is found to be invalid or incongruent with the laws of the State of Florida, then that portion shall be deemed severable, and the remaining portions shall continue in full force and effect as if the parties would have agreed to all other portions of the Agreement absent the invalid or incongruent portion(s).

SIGNATURE

STATE OF _____
COUNTY OF _____

Signature of User
(or Authorized Agent if Business)

*SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____, by _____, who is personally known or who produced _____ as identification.

*Notarization not required for User Role Type of Registered User.

(S E A L)

Signature of Notary Public/Deputy Clerk

Printed Name