

REGISTRATION AGREEMENT TO VIEW RECORDS ONLINE  
MIAMI-DADE COUNTY CLERK OF THE COURT AND COMPTROLLER  
(CLERK)

1. This Agreement is for viewing electronic court records\* as authorized pursuant to the current Florida Supreme Court Administrative Order relating to the [Standards for Accessing Electronic Court Records](#).
2. Registered User affirms the contact and other information on the Request Form is correct.
3. **Clerk Responsibilities**
  - a. Clerk will endeavor to provide uninterrupted access to the site, which may be interrupted for maintenance, network or power failures, or security issues.
  - b. Registered User will create a unique login ID and password, and use directions on how to change the password as required. Use the "[Contact Us](#)" form for help with the site.
  - c. Clerk will maintain and modify the site as required by the current Florida Supreme Court Administrative Order authorizing Electronic Access to Court Records.
4. **Registered User Responsibilities**
  - a. To ensure that only Registered User has responsibility for the assigned login ID and password.
  - b. To prohibit any person or entity other than Registered User and authorized delegates from accessing the site.
  - c. To immediately notify Clerk if Registered User discovers that the assigned password is known by an unauthorized person, whether used or not, so the existing login ID may be deactivated, and replacement login information issued.
  - d. To provide updated contact information by submitting updates via this site.
  - e. To the extent that Registered User is authorized to have access to confidential information under the Access Security Matrix, Registered User agrees to protect such confidential records and information viewed pursuant to this agreement in accordance with all applicable rules and statutory requirements.
  - f. To provide computer hardware and software and/or making modifications to existing equipment for access to the site.
  - g. To understand that paper or electronic documents may not be immediately available online after they are filed with Clerk.

- h. 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 Clerk to enforce this provision.

**5. Limitations of Liability**

- a. Registered User releases Clerk and Clerk's employees and agents from any liability and any damages resulting from or related to (a) interrupted service of any kind; (b) Registered User's equipment; (c) use of, or viewing of, electronic court records\*; (d) Registered User's unauthorized public disclosure of confidential information available to the registered user 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 Registered User'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.
- c. Service through the Clerk's electronic access is not the official record of the Clerk. A gap may exist between the time paper documents are filed in the Clerk's office and when they are indexed and imaged for electronic viewing. In order to assure the accuracy of the data or information, the Clerk's office should be consulted regarding the Official Court Record.

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. The Parties mutually agree to submit all disputes, legal suits, actions or claims arising out of or in connection with this Agreement to the exclusive jurisdiction and venue of the 11th Judicial Circuit Court of Florida.

7. Any notice or communication given or sent pursuant to this Agreement may be delivered in person, by mail, or by email to the address provided on the Request Form.

**8. Termination and Other Remedies**

- a. If Registered User 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. Registered User 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.

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