
Ex Officio Clerk of Superior Court

Heidi Percy
County Clerk

M/S 605
3000 Rockefeller Avenue
Everett, WA 98201-4046

**SNOHOMISH COUNTY CLERK'S
ELECTRONIC COURT RECORDS ACCESS
SUBSCRIPTION AGREEMENT**

(Updated: 7/23/2021)

Per SCC 4.119, the Clerk provides electronic access, for a fee, to publicly available court records via the Clerk's electronic case and document management system web portal (web portal).

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 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 or business or government agency criteria described in the preceding paragraph, access is provided on a subscription fee basis as outlined on the last page of this agreement and shall be paid annually by February 1 thereafter (one subscription agreement with individual signatures for each license).

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. Additionally, elevated access allowing access to confidential court records is available to attorneys of record as long as there is a Notice of Appearance filed in each case.

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 on the web portal unless I am an attorney of record and have been granted elevated access to confidential court records.
2. I agree that once I withdraw from a case, I will no longer have the same access to the case information and documents as I did as the attorney of record.
3. I understand and agree that I cannot disseminate the username and password issued by the Washington State Administrative Office of Courts (AOC) and further understand and agree that the username and password are for use by the undersigned Subscriber(s).

4. 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.
5. 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 Snohomish County and its employees acting within the scope of their employment.
6. I understand and agree to hold harmless and indemnify Snohomish 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.
7. 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.
8. 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 web portal to which I have not been granted elevated access, I agree to maintain confidentiality, restrict access, and immediately notify the Clerk.
9. I understand and agree that I may not divulge, publish, or otherwise make known to unauthorized persons any confidential information obtained while accessing the web portal.
10. 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.
11. I understand and agree that I shall use the data or information for legitimate purposes in the ordinary course of business.
12. I understand and agree that I shall not reproduce or distribute or disseminate the data or information obtained from the web portal in bulk except for responding to an individual client record inquiry.
13. 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 web portal. 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.
14. I understand and agree that I am to consult the Clerk on any questions I may have concerning whether particular information may be disclosed.

15. I understand and agree that the Clerk will endeavor to provide continuous operation of the web portal; however, access may be interrupted during such other periods of remedial maintenance as may be required either by the Clerk or by the AOC. 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.
16. I understand and agree that the Clerk reserves the right to reduce or limit subscriber access to the web portal 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.
17. I understand and agree that following execution of this agreement, the Clerk will, via AOC, set up electronic access and assign a username and temporary password to each user; each user must provide a unique email address.
18. I understand and agree the Clerk will endeavor to provide reasonable email consultation (SCLSUBSCRIPTIONS@snoco.org) on specific problems or questions that arise in the use of the subscriber service. However, the Clerk does not guarantee consultation or consultation results nor warrant or represent that all errors or problems will be corrected.
19. I understand and agree that Clerk assistance will only be available Monday through Friday, from 8:00 a.m. to 12:00 p.m. and 12:45 p.m. to 4:00 p.m. with the exception of holidays observed by the Clerk.
20. 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.
21. I understand and agree to the annual subscription fee and due dates outlined in this agreement.
22. 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 web portal and any subscription fee previously paid will be forfeited.

SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT AND ACCEPTANCE

Agency/Firm/Business Name: _____ Phone#* _____

***Please provide a phone number that will work for Dual Factor Authentication**

I certify that my business/company employs _____ employees/or individuals.

Subscriber Printed Name: _____ Job Title/Bar #: _____

Subscriber Signature: _____ Date: _____

Subscriber E-Mail address: _____

Mailing Address: _____

PAYMENT INFORMATION

Each user shall sign and return a subscription agreement with the correct payment (prorated in whole months if service starts after February 1) to **Judicial Finance/Subscriptions** either by:

- 1) U.S. Mail – Finance staff will accept checks or cashier checks/money orders via U.S. mail at the below address or;
Snohomish County Clerk
Attn: Judicial Finance/Subscriptions
3000 Rockefeller Avenue M/S 605
Everett, WA 98201
- 2) In Person – Finance staff will accept checks, cashier checks/money orders, cash and/or credit card payments.
- 3) Online – You can pay online at www.snococlerk.com and then scan/email the user agreement(s) to sclsubscriptions@snoco.org.

We do not accept personal checks.

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

Company Size	Annual Fee
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 February 1.

Note (2): Company size is total number of employees and not the number of subscribers.

Pro-rata Share / Company Size	1-3	4-6	7-10	>10
	\$100	\$250	\$500	\$600
January	\$8	\$21	\$42	\$50
February through January	\$100	\$250	\$500	\$600
March through January	\$92	\$229	\$458	\$550
April through January	\$83	\$208	\$417	\$500
May through January	\$75	\$188	\$375	\$450
June through January	\$67	\$167	\$333	\$400
July through January	\$58	\$146	\$292	\$350
August through January	\$50	\$125	\$250	\$300
September through January	\$42	\$104	\$208	\$250
October through January	\$33	\$83	\$167	\$200
November through January	\$25	\$63	\$125	\$150
December through January	\$17	\$42	\$83	\$100