**Karie L. Fahrenholz**

**STANDING CHAPTER 13 TRUSTEE**

**Website Access Agreement**

This agreement is made and entered into by and between Karie L. Fahrenholz, Standing Chapter 13 Trustee (hereinafter referred to as TRUSTEE), and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(enter name of user) (hereinafter referred to as USER).

The Trustee is a duly appointed Standing Chapter 13 Trustee for the Eastern District of Louisiana, vested with the duties as set forth in U.S.C. Section 1302(b), including the duty to furnish information concerning debtors’ estates, and the administration of these estates. The Trustee maintains records and files in computerized form. The Trustee permits approved Internet access to the user for the purpose of viewing and inspecting files of debtors for selected information regarding receipts and disbursements of funds.

The User desires Internet access to view and inspect these selected files.

THEREFORE, in consideration of the mutual promises and covenants contained in this agreement and the satisfactory performance of all conditions stated, the Parties agree that:

1. **INTERNET ACCESS TO RECORDS** – The User shall be entitled to and the Trustee shall provide Internet access to selected records and data maintained by the Trustee.

1. **LIMITATIONS ON ACCESS AND USE** – User hereby acknowledges and agrees to Internet access.

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| **PURPOSE** – Shall be for the sole purpose of viewing and inspecting the selected data and records under the control and custody of the Trustee, and User shall neither make nor attempt to make any data entry changes or modification to any record or data.  |
| **USE** – Is provided solely for the use of the User in User’s business. Users hereby expressly agree that it will not be used nor allow the use of records, data, or information obtained through Internet access for the purpose of solicitation or any other use or practice not specifically permitted by this agreement.  |
| **MANNER** – Will be accessed and used by the User only in the manner expressly authorized and permitted by the Trustee. Users agree that it will neither use nor permit use of the Website in any manner or for any purpose which is not authorized by the Trustee, or which is unlawful, or which is likely to cause damage or disrepair to the equipment, software, records or Website of the Trustee. |

1. **CUSTODY AND CONTROL OF RECORDS** – User hereby expressly acknowledges and agrees that the records and data for which access is provided under this agreement are and shall remain under control and custody of the Trustee, and access is provided only under the direct supervision of the Trustee, pursuant to the terms of this agreement and all reasonable and necessary rules and procedures adopted by the Trustee.

User, further, expressly acknowledges and agrees that while accessing, viewing, and using the Trustee’s selected records, the User shall be under the same duties, responsibilities, and obligations as the Trustee to protect and carefully keep and preserve the records, subject to the same penalties for any violation of those duties and obligations.

1. **CONDITIONS FOR USE AND ACCESS:**

**EQUIPMENT AND CONNECTIONS** – The User shall obtain and supply, at its sole cost, all equipment, including computer, peripherals, modems, software, and connections and shall be responsible for and pay any and all other fees or costs necessary to implement this agreement.

1. **TERMS OF AGREEMENT** – This agreement shall continue until such time as it is terminated pursuant to the provision in the following subsection.
2. **TERMINATION** – This agreement may be terminated by either the Trustee or the User, at any time, for any reason whatsoever, without notice.
3. **INDEMNIFICATION** – User shall and hereby agrees to indemnify the Trustee for, and to hold Trustee harmless from, any claims, demands, or costs of any kind arising out of or relating to use and access provided under this agreement, caused or claimed to be caused by any act or failure of user.
4. **ASSIGNMENT OR SUBCONTRACT** – This agreement shall not be assigned, nor shall any use or access provide under this agreement be subcontracted, co-opted, or allowed to any other person, firm or other legal entity without the express written consent of the Trustee. Such consent may be conditioned upon such terms and conditions as the Trustee may reasonably require.
5. **ENTIRE AGREEMENT** – This agreement, together with any rules or procedures adopted by the Trustee, shall constitute the entire agreement between the parties, and User hereby expressly acknowledges that it is not relying upon any other representations or agreements not expressed in writing as a part of this agreement. This agreement may not be amended or modified, except in writing, and signed by all parties.

**DISCLAIMERS AND LIMITATIONS OF LIABILITY:**

1. **NO WARRANTIES** – The Trustee hereby expressly disclaims any expressed or implied warranties of the software program, computer equipment or computer, and user hereby expressly assumes all risk related to the use and access provided under this agreement.
2. **NO REPRESENTATIONS CONCERNING ACCURACY OR COMPLETENESS OF RECORDS** – The Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness of substantive nature of any data to which access is being provided. The User hereby acknowledges this disclaimer and waives any claim or reliance upon such representations or assurances.
3. **NO LIABILITY FOR ERRORS OR FAILURES** – The trustee shall not be liable in any manner under this agreement for any error, inaccuracy, or incomplete information contained in the records for which access is provided. Users hereby expressly release the Trustee from any claim, demand, or suit arising from or because of any such error, inaccuracy, or incomplete information.
4. **NO WARRANTY AS TO THE CURRENT DATA OR INFORMATION** - The data and information available on the Trustee’s records is as current as possible, depending on the workflow, holidays, weekends, restraints on the Trustee, and any elements or factors outside the control of the Trustee.
5. **ADMISSIBILITY AS EVIDENCE** – The Trustee makes no representation that the data and information available by accessing the Trustee’s Website will be admissible in court as a hearsay exception pursuant to Rule 803 of the Federal Rules of Evidence.

User shall forward an original of this signed and dated agreement to the attention of the ECF Administrator.  Upon receipt, he or she will promptly assign the User a Login ID and Password.

COMPANY NAME:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USERNAME:          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:                      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:                     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:              \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE NUMBER:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NUMBER:         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

USER SIGNATURE:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mail to:

***ECF Administrator
Office of the Chapter 13 Trustee
433 Metairie Road, Suite 307***

***Metairie, LA  70005***

Authorized By & Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Karie L. Fahrenholz, Standing Chapter 13 Trustee