

CHAPTER 13 STANDING TRUSTEE

Jennifer K. Cruseturner

Website Access Agreement

This agreement is made and entered into by and between Jennifer K. Cruseturner Standing Chapter 13 Trustee (hereinafter referred to as "TRUSTEE"), and _____ (hereinafter referred to as "USER").

Trustee is a duly appointed Chapter 13 Standing Trustee for the Western District of Tennessee, vested with the duties as set forth in U.S.C. § 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 electronic access to case records to the User for the purpose of viewing and inspecting files of debtors for selected information regarding receipts and disbursement of funds. User conducts business in or related to Chapter 13 bankruptcy cases in the Western District of Tennessee and desires electronic 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. **ELECTRONIC ACCESS TO CASE RECORDS:** User shall be entitled to and Trustee shall provide electronic access to selected records and data maintained by the Trustee.
2. **LIMITATIONS ON ACCESS AND USE:** User hereby acknowledges and agrees to the following limitations with respect to electronic access to case filed:
 - a. **PURPOSE:** Electronic access shall be for the sole purpose of viewing and inspecting the selected data and records under the control and custody of Trustee. User shall neither make nor attempt to make any data entry changes or modification to any record or data, except for the calendar dispositions, login permitting.
 - b. **USE:** Electronic access is provided solely for the use of User in User's Chapter 13 bankruptcy work. User hereby expressly agrees that it will not use nor allow the use of records, data or information obtained through the electronic access for the purpose of solicitation or any other use or practice not specifically permitted by this agreement.
 - c. **MANNER:** Case records will be accessed by User only in the manner expressly authorized and permitted by Trustee. User agrees that it will neither use nor permit use of the website in any manner or for any purpose which is not authorized by Trustee or which is unlawful or which is likely to cause damage or disrepair to the equipment, software, records or website of Trustee.
3. **CUSTODY AND CONTROL OF RECORDS:**
 - a. User hereby expressly acknowledges and agrees that the record and data for which access is provided under the Agreement are and shall remain records under the control and custody of Trustee. Access is provided only under the direct supervision of Trustee, pursuant to the terms of this Agreement and all reasonable and necessary rules and procedures adopted by Trustee.
 - b. User expressly acknowledges and agrees that while accessing, viewing and using Trustee records, User shall be under the same duties, responsibilities, and obligations as Trustee to protect and carefully keep and preserve the records, subject to the same penalties for any violation of those duties and obligations.
4. **EQUIPMENT, CONNECTIONS AND TRAINING:** 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 Agreement. User is responsible for appropriately advising and training User and User's staff in the use of the electronic access to case records as referenced herein.
5. **CONTACT:** User will designate a primary and secondary contact in User's office for coordination with Trustee's office regarding problems or questions for electronic access to case records.

6. **TERMS OF AGREEMENT:** This Agreement shall continue until such time as it is terminated pursuant to the provision in the following section.
7. **TERMINATION:** This Agreement may be terminated by either Trustee or by User at any time for any reason without notice.
8. **INDEMNIFICATION:** User shall and hereby agrees to indemnify Trustee for, and to hold Trustee harmless from, any claims, demands, suits, damages 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.
9. **ASSIGNMENT OR SUBCONTRACT:** This Agreement shall not be assigned nor shall any use or access provided under this Agreement be subcontracted, co-opted or allowed to any other person, firm or other legal entity without the express written consent of Trustee, and such consent may be conditioned upon such terms and conditions as Trustee may reasonably require.
10. **ENTIRE AGREEMENT:** This Agreement, together with any rules or procedures adopted by Trustee, shall constitute the entire Agreement between parties, and User hereby expressly acknowledges that it is not relying upon any other representations or agreements not expressed in writing as part of this Agreement. This Agreement may not be amended or modified, except in writing, and signed by all parties.
11. **DISCLAIMERS AND LIMITATIONS OF LIABILITY:**
 - a. **NO WARRANTIES:** Trustee hereby expressly disclaims any express or implied warranties of the software program or the computer equipment, and User hereby expressly assumes all risk related to the use and access provided under this Agreement.
 - b. **NO REPRESENTATIONS CONCERNING ACCRUACY OR COMPLETENESS OF RECORDS:** Trustee hereby expressly disclaims any representation or assurance concerning the accuracy, completeness or substantive nature of any data to which access is being provided and User hereby acknowledges this disclaimer and waives any claim or reliance upon such representations or assurances.
 - c. **NO LIABILITY FOR ERRORS OR FAILURES:** 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. User hereby expressly releases Trustee from any claim, demand or suit arising from, or as a result of any such error, inaccuracy or incomplete information.
 - d. **NO WARRANTY AS TO CURRENT DATA INFORMATION:**
 - i. The data and information available in electronic case file records is as current as possible and at times based on elements or factors outside the control of Trustee.
 - ii. Payoff balances are only approximates and can be influenced by receipts or disbursements, amended claims, court orders, and interest. Exact payoffs should be obtained through Trustee's office by specific written request.
 - e. **ADMISSIBILITY AS EVIDENCE:** Trustee makes no representation that the data and information available by accessing electronic case file records will be admissible in court as a hearsay exception pursuant to Federal Rule of Evidence 803
12. **EXECUTION:** User shall mail a copy of this signed and dated Agreement to:

Jennifer K Cruseturner
Chapter 13 Standing Trustee
5350 Poplar Avenue, Suite 500
Memphis, TN 38119
ATTN: Liz Mills
liz.mills@ch13memphis.com

Upon receipt, Trustee will promptly sign and return a copy of the Agreement to User along with a login and password. Logins and passwords can also be sent by Electronic Mail if requested.

MAIL TO: Jennifer K Cruseturner, Chapter 13 Standing Trustee
 5350 Poplar Avenue, Suite 500
 Memphis, TN 38119
 ATTN: Liz Mills
 liz.smith@ch13memphis.com

Company Name			
Primary Contact Name and Title:		Secondary Contact Name and Title:	
Address			
City, State, Zip			
Phone Number			
Fax Number			
E-Mail			
Signature			
Date			

If you would like a specific login and password, please indicate your preference below.

LOGIN:

PASSWORD: (maximum length for each field is 8 characters)

IF YOU ARE A CREDITOR OR REPRESENT CREDITORS, YOU WILL NEED TO PROVIDE CREDITOR NUMBERS ASSOCIATED WITH THE CREDITORS YOU REPRESENT. THE CREDITOR NUMBER IS A 6 DIGIT NUMBER THAT IS PRINTED ON THE MONTHLY DISBURSEMENT CHECK TO THE LEFT OF THE TRUSTEE SIGNATURE OR ON THE CHECK BREAKDOWN. YOU MAY HAVE MORE THAN ONE NUMBER. IF YOU ARE UNABLE TO PROVIDE THESE NUMBERS, YOU MUST PROVIDE THE ADDRESS WHERE THE DISBURSEMENT CHECKS ARE MAILED. THIS INFORMATION IS REQUIRED BEFORE YOUR LOGIN CAN BE PROCESSED. PLEASE LIST THIS INFORMATION BELOW.

Check Box For: a. Matter Calendar
 b. Modify Matters
 c. Opposing Attorney

Approved by Trustee _____