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Gahanna Mayor's Court ONLINE DOCKETING & PAYMENTS MODULE <u>Standard Disclaimers</u>

The three sample disclaimers below can be used in their entirety or modified to the specifications of your Municipality. The disclaimers to be displayed on your Municipality's Online Docketing and Payments Module screen must be reviewed and a written approval made by one of the following – Law Director, Solicitor, Magistrate or Mayor. Before the Online Docketing and Payments Module can be 'live' the disclaimer must be finalized, approved and returned to The Baldwin Group. If changes are made The Baldwin Group will provide the final document for approval.

Disclaimer – located on the main search screen – must click on button to view. As defined by Ohio law, all of the case information available for retrieval on this website is considered public record. This information is collected directly from the *<Municipality>* Mayor's Court computerized court management system and, while every effort is made to keep information as up-to-date as possible, and the data can generally be deemed reliable, it cannot be guaranteed. In no event shall the Court, Clerk of *<Municipality>* Mayor's Court or the developers of this website be held liable for damage of any nature, direct or indirect, arising from the use of this Internet product; including loss of profits, loss of savings, or other incidental or consequential damages.

This secure site utilizes encryption technology and every precaution has been taken to reduce the possibility of unauthorized access to your private information while it is transferred over the internet. However, by submitting this information electronically, you are acknowledging that neither the *<Municipality>* Mayor's Court, the Clerk of the *<Municipality>* Mayor's Court, or the *<Municipality>* assumes any liability for data submitted via this site (please read our privacy policy)

Any information obtained through the use of this online Docketing and Ticket Payment Service is done at your own discretion and risk. Visitors to this site will be solely responsible for the interpretation and use of such information.

We agree to the Disclaimer as presented with the understanding that our Municipality name will be inserted into the appropriate sections.

Signature

Date

Gahanna Mayor's Court

Privacy Policy - located on the main search screen – must click on button to view. PUBLIC RECORD – As defined by Ohio law, all of the case information available for retrieval on this website is considered public record.

COLLECTION OF INFORMATION - For security purposes, a log is maintained of each access of this site. This log includes the point of origin of access as identified by the Internet address of the computer through which the access occurs. In addition, payments made as the result of interactions with this site will be logged and tied to the case against which the payment was made such that the payment may be recorded and the case closed. No credit card information of any kind is maintained on this server. No social security numbers are retained by this program. The maintainers of this site and other parties acting in the interests of *<Municipality>* Mayor's Court reserve the right to review any and all such logged data as part of:

1) The normal operation and maintenance of this site

2) The recordkeeping required to track payments

3) Any preemptive or reactive security audits that may be deemed appropriate per the judgment of either *<Municipality>* Mayor's Court or the maintainers of this site.

We agree to the Privacy Policy as presented with the understanding that our Municipality name will be inserted into the appropriate sections.

Signature

Date

Printed Name

Gahanna Mayor's Court

Waiver Agreement – located on the Docket Detail screen (must be agreed to before pay button becomes active). Will not be available for non-waiverable cases.

If your citation qualifies, payment can be made either in person or by mail as long as it is received by the Clerk's office *<timeframe>* prior to the Court date and time which can be found on the bottom of your citation or by accessing the record search information. You may also make payment online up to *<*X*>* days prior to the Court date and time. **You must pay the full amount; NO partial payments can be accepted.**

By submitting your information to request payment, you understand that you are pleading "Guilty" to all charges against you as listed on the citation, consequently waiving your right to an appearance in court or to a trial. You further understand that, when processed, this will close your case and the Court will forward this information to the Bureau of Motor Vehicles (*The remainder of this sentence will not appear if 0 points*) and *<X points will be added to your license.>*

Proof of insurance is a State of Ohio requirement. Proof of insurance is shown on the Defendant Info page. If "Yes", then you have complied with the State of Ohio requirements, no further action on your behalf is required. If "NA", no proof of insurance is required. If "No", the Court is required to notify the State of Ohio Bureau of Motor Vehicles who, in turn, will mail a request for proof of insurance. Failure to comply will result in a suspension of driving privileges. **DO NOT SEND PROOF OF INSURANCE TO THE COURT AFTER PAYMENT.**

We agree to the Waiver Agreement as presented with the understanding that our Municipality name will be inserted into the appropriate sections.

Signature

Date

Printed Name

From paragraph one above – please fill in the requested verbiage.

<timeframe> = _____

<X> = _____

Gahanna Mayor's Court

<u>The ability to accept payment plan payments is optional and only activated if this</u> signed Disclaimer is signed and returned. To decline, write DECLINED on page.

Payment Plan Agreement – located on the Docket Detail screen (must be agreed to before pay button becomes active). Will only be available for cases that have a payment plan set up in Mayor's Court.

This case is currently bound by a payment plan. The balance due shown is the entire balance due, not the amount currently due under the agreed upon payment plan. To comply with the terms of your payment plan you must pay at least the current amount due according to the schedule you agreed to. Failure to comply with the terms as stated in the payment plan may result in:

- 1. A warrant for your arrest and/or the forfeiture of your driver's license.
- 2. A block preventing you from obtaining vehicle registration
- 3. Additional fines, costs, or fees assessed to your case, for which you are responsible.

You will NOT receive a monthly billing statement from the Court. It is your responsibility to make your payments on or before the due date to avoid any further penalties. If you are unsure of the amount due, please contact the court.

We agree to the Payment Plan Agreement as presented with the understanding that our Municipality name will be inserted into the appropriate sections.

Signature

Date

Printed Name