

Data Acquisition Agreement Concerning Geographic Information System Data

This Data Acquisition Agreement is entered into this ____ day of _____, 2008 by and between Cherokee County AND

(Hereinafter referred to as Customer)

Describe the intended use for the acquired data:

The PURPOSE OF THIS DATA ACQUISITION AGREEMENT is to specify the terms and conditions under which Customer may acquire Geographic Information Systems (GIS) data from Cherokee County.

NOTE: Cherokee County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Cherokee County , has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on North American Datum1983 (NAD83), State Plane Coordinate Systems Iowa North_FIPS-1401 ft.
Geographic coordinate system name: GCS_North_American_1983

Cherokee County agrees to provide the GIS data listed on page 4 of this agreement, for the intended use described above. **The fees charged the Customer for this GIS data are based on the cost of the data, as well as the direct cost of the of materials and services to provide the data.**

Customer hereby acknowledges the limitations of the Cherokee County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Cherokee County is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Cherokee County GIS data distributed by Cherokee County contains information from publicly available sources. Cherokee County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Cherokee County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Cherokee County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks, and energy.
5. Cherokee County shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of Cherokee County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases Cherokee County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing of programs or data stored in or used with the Cherokee County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Cherokee County GIS data.
8. The Customer shall indemnify and hold harmless Cherokee County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of Cherokee County GIS data.

Restrictions on use of the data and information provided

1. The Customer understands that this is a one-time only delivery and that Cherokee County has no responsibility for updating, this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or

interest in the Cherokee County GIS data.

3. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Cherokee County, or the vendors furnishing said items to Cherokee County
4. The Customer may copy the Cherokee County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.
5. Derived products such as graphic displays and printed tabular listings derived from Cherokee County GIS data may be used in publications and presentations, provided that credit is given to Cherokee County as the custodian of the data and credit is also given to the original source of the data if other than Cherokee County. Cherokee County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:

Cherokee County makes no claims as to the reliability of the data or the validity of any future use of this data. Cherokee County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Cherokee County maintains records regarding the methods used to collect and process this data and will provide this information upon request.

6. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of Cherokee County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
7. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Cherokee County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Cherokee County. The Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Cherokee County
8. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

Cherokee County provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The GIS Products being provided via this agreement are:

Other restrictions imposed on the use of such Products are: _____

Customer shall pay Cherokee County a one-time fee of \$_____ for the cost of the data, as well the direct cost of materials and services has itemized on the Cherokee County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to Cherokee County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement;

Authorizing Signature _____

Date _____

Print Name: _____

Title: _____

Company or Affiliation: _____

Cherokee County acknowledges this Data Acquisition Agreement as specified above:

GIS Coordinator **Date** _____

To submit this form please print, complete, and mail to:

Curtis Cockburn
Cherokee County GIS Coordinator
520 W Main, Drawer A
Cherokee, IA 51012