

## DISTRIBUTION AGREEMENT FOR JEFFERSON COUNTY GIS DATA

Agreement made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jefferson County (hereinafter "County") and \_\_\_\_\_ (hereinafter "User").

**General Terms** The County Geographic Information System (hereinafter "GIS") data sets included files developed by or for County to facilitate governmental services and programs. The GIS files include but are not limited to digital data that represent property ownership, aerial photography, contours, terrain models, district boundaries, roads, rivers, lake and streams, zoning, land use and other cultural features (hereinafter "data sets"). By signing below, User agrees to abide by all terms and conditions of this Agreement. This document constitutes the entire agreement between the parties, and it supersedes any prior agreement, oral or written. Requests for data sets shall not be filled until the user has filed a Distribution Agreement for County GIS Data Sets in the Land Information Office.

**County Rights in Data Sets:** Redistribution of County's data sets by User outside of User's organization/entity is expressly forbidden. User shall not assign or transfer any interest or obligation in this agreement, whether by notation or assignment, without prior written consent of County. Any unauthorized distribution or notation or assignment shall be grounds for immediate termination of this agreement. The user will restrict access except as otherwise required by the applicable law, subpoena, or court order.

**Credits** Any hardcopy of original data sets shall clearly indicate their sources as "Jefferson County Land Information Systems." If User modifies the data in any way whatsoever, User is obligated to describe the type(s) of modification(s) they have performed on the hardcopy. User specifically agrees not to misrepresent County GIS data sets, nor to imply that County approves changes User has made.

**Updates Data sets** Data sets are provided on a one-time basis. County is under no obligation or duty to specifically inform users of or provide users with any updates to the data sets thereafter. The burden of ordering and paying for updated data sets is held entirely by User.

**Liability** County makes no warranty or representation, either expressed or implied, with respect to the data which have been provided, or the quality, accuracy, performance, merchantability, or fitness for a particular purpose. Therefore, the data sets are transferred "AS IS" without any support whatsoever, technical or otherwise, and User is assuming the entire risk as to the quality and performance. The data is neither a legally recorded map nor a legal land survey and is not intended to be used as such. In no event will County, it's elected or appointed officials or employees or any third person(s) who have been involved in the creation, production, or delivery of the data set(s), be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the data or its documentation. In particular, County shall have no liability for any damaged data stored or used, including costs of recovering such data. This disclaimer shall apply not only to the current transfer of data by the County to User but also to any future transfer of data.

The parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives to be effective on the date written below.

Date \_\_\_\_\_

Requestor Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone and Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Project Description \_\_\_\_\_