

GIS USER AGREEMENT

Name: _____

Address: _____

Date: _____

WITNESSETH:

WHEREAS, The User has requested that the City of Mount Airy supply the User with digital data; and the City is agreeable to copying the digital data at an agreed cost to the User, provided that the User complies with the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the User and the City agree as follows:

1. The City agrees to copy and deliver to the User digital data as requested.

2. The City hereby disclaims any and all liability or responsibility for damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy or other problem with either the digital data contained on the computer tapes or the computer tapes themselves. The User hereby releases the City, its officers, agents and all employees and volunteers from all liability, damages, claims, injuries or suits arising from such error, inaccuracy or problem. Furthermore, the User agrees to indemnify and hold harmless the City and its officers, agents and all employees and volunteers, from any and all claims, liability, damages, injuries and suits arising from use of the computer tapes or the digital data therein or thereon by the User, its employees or assignees, or by any third parties.

3. The City reserves the right to deny access to certain coverages.

4. The digital data provided hereunder are provided "as is" and the City expressly disclaims all warranties, UCC and otherwise, express or implied, including warranties as to accuracy of the digital data and the merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential or special damages arising out of or in connection with the use or performance of the digital data.

5. User acknowledges this disclaimer of warranty and expressly waives all warranties express or implied and waives any right of claim for damages incidental, consequential or special, arising out of or in connection with the use or performance of the digital data.

6. The digital data provided by the City shall remain the property of the City, which shall retain all rights commensurate with ownership, including the right to sell, release, license, and use or provide the digital data to others as it deems appropriate in its sole discretion.

7. The digital data provided by the City are deemed and remain here after proprietary information of the City, shall not be provided or assigned to other parties, without the prior written consent of the City.

Signature _____

Printed Name _____

Title _____