

Huerfano County GIS



GIS Digital Data Release Agreement

1. The County of Huerfano makes no warranty or representation as to the accuracy, timelessness or completeness of any of the data. The County of Huerfano shall have no liability for the data or lack thereof, or any decision made or action taken or not taken in relying upon any of the data.
2. The County of Huerfano provides Geographic Information Systems (GIS) data in good faith. The data provided are provided 'as is' and with all faults. The party requesting the data (hereafter the 'Requestor') agrees that the County has no liability arising from any incomplete, inaccurate or misleading data provided. Although efforts have been made to ensure that the data is accurate and reliable, errors and omissions are possible and variable conditions origination from physical sources used to develop the database may be reflected in the data supply.
3. The County of Huerfano, its contractors, agents or employees shall not be liable for damages, actual or consequential, including but not limited to a loss of profits, business interruption, loss of business information, or any other loss.
4. Any maps, publications, reports or other documents produced that utilize this digital data will credit the sponsors and the source of the data, such as "GIS data supplied by the County of Huerfano".
5. Digital data received are to be used for the internal purposes. Secondary distribution of all GIS data is not permitted. Data is intended for the sole use of the Requestor. It is not to be distributed or resold to other agencies, organizations, companies or individuals without the prior express written consent of the County of Huerfano. Data may be enhanced, analyzed, manipulated or output by the duly authorized agents of the Requestor but only for the purpose and use of the Requestor.
6. The County may charge fees for some of the costs associated with the processing, handling and distribution of the data, including paper maps, digital data or other digital data products. The county may chose to waive such fees entirely or in part.
7. The Requestor will have no claims to data updates.
8. The term of this Data Release Agreement shall expire at such time as the Requestor elects to discontinue use of the data or fails to comply with any of the terms and conditions provided herein. If the Requestor fails to comply with the terms and conditions of this Agreement, the County of Huerfano shall have the right to immediately terminate the Requestor's access to the Data and may require return of the Data by giving written notice to the Requestor indicated on this Agreement. The Requestor shall then return all copies of the Data within thirty (30) days of such written notice.

The Requestor acknowledges that he/she has read this agreement and the data release policy and understands it and is bound by its terms and conditions.

Signature:

Printed Name: _____

Company: _____

Address: _____

Date: ____/____/____

Disclaimer Statement: Neither the COUNTY, nor its employee makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, functioning, completeness, or usefulness of the COUNTY Base map or other COUNTY GIS Themes.

