

GIS USER AGREEMENT

USER: _____
(Company Name)
ADDRESS: _____
(Mailing Address)
DATE: _____

WITNESSETH:

WHEREAS, The User has requested that the City of Winchester supply the User with digital maps; and the City is agreeable to copying the digital maps 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 maps 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 maps 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 maps 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 maps 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 maps.

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 maps.

6. The digital maps 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 maps to others as it deems appropriate in its sole discretion.

7. The digital maps 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 _____

Project # CGIS

Total = \$ _____