

GIS Data Access and Distribution Provisions: (Must be completed for request to be considered)

The Agency or Organization, listed on prior page (hereafter "The Agency") understands and acknowledges that the GIS Product File(s) listed above were created from GIS data files and developed for internal use only. The GIS data is subject to constant change and the accuracy and completeness cannot be guaranteed. The GIS data is provided "as is" without warranties or guarantees, whether expressed or implied, as to the completeness, accuracy, or correctness of such GIS data, fitness for a particular purpose, or warranty that the information does not infringe the rights of others, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. Hand County, SD is not responsible for incidental, consequential, or special damages arising out of the use of the GIS data provided to the Agency. The Agency agrees that the GIS product(s) shall be used and relied upon only at the risk of the Agency. The Agency agrees to indemnify and hold harmless Hand County, SD, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, production, using or communicating the GIS product(s) or information contained therein.

No part of this digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for purpose beyond the scope of the Agency project identified on prior page without the expressed written permission of Hand County, SD. The Agency shall not use, license, sub-license, assign, release, publish, transfer, sell or otherwise make available the GIS product(s) or portion thereof to a third party without the expressed written permission of Hand County, SD. All GIS product(s) remain the property of Hand County, SD and shall be used only for the identified Agency project. The Agency agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for the GIS Product File(s) established or produced by Hand County, SD or the vendors furnishing said item to Hand County, SD.

This Agreement embodies the entire agreement between the Agency and Hand County, SD. The parties shall not be bound by or liable for statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional amendments or modifications of any of the terms and conditions of the Agreement shall be valid unless reduced in writing and signed by the parties. Neither the Agreement nor the rights granted by it shall be assigned or transferred by the Agency under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by conduct, merger, or consolidation. Any attempted assignment to transfer in derogation of this prohibition is void. The Agency will do or cause to do all things necessary to preserve its rights and meet its obligations under this Agreement.

In the event the Agency breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license granted herein immediately cease, but Hand County, SD shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

This Agreement shall be governed by the laws of the State of South Dakota. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be modified except in writing signed by the parties. Waiver of any breach of the terms and conditions in the Agreement shall not be deemed to constitute a waiver of any other or future breach.

As the requestor of the aforementioned data and services for Hand County, SD, I attest by signing below that I have read and fully understand the agreement and agree to be bound by the provisions contained herein.

Signature of Requestor

Date

Printed Name

Title

<u>Hand County Use Only</u>	
Request Received: _____	Approved: _____
Request Completed On: _____	Total Fee collected: _____