



Digital Data Use Agreement

Relationship of Parties

The user shall be deemed to be solely an independent contractor and this Agreement shall not be construed to create any partnership, joint venture, or agency.

The Parties agree as follows: The City of Roswell provides GIS digital data layers to the Data User subject to the terms and conditions of this agreement.

Fees: If applicable, there may be charges for the GIS Digital layers, which would be provided in a separate fee schedule.

Term: This agreement shall commence upon execution by all parties and continue until terminated. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. Failure to comply with this agreement may result in immediate termination of the agreement at the sole discretion of the City of Roswell.

Use of GIS Digital Data: The GIS digital data layers may be used by the Data User for its internal use, provided that it does not violate any state law restrictions. No recipient shall alter the data in any way.

Duplicating / Distributing Data: The Data User shall be allowed to disseminate the digital data to subcontractors who may be working on a City of Roswell or related project as long as it is explicitly clear in the initial request. The City of Roswell shall be credited as the data source as appropriate. If changes are made to the dataset by the Data User, new users will be made aware.

Title: Except as otherwise provided, the City does not transfer any right, title, or interest in the GIS digital data layers to the Data User.

Future Releases: The City does not guarantee that any future releases of the same Data will be in the same format nor even that the data will be available for release.

Warranty: The GIS digital data layers are provided “AS IS”, without any warranty of any type whether express or implied, including any warranties of merchantability or fitness for a particular purpose. The data contained in GIS digital data layers are subject to constant change and their accuracy cannot be guaranteed. The City does not warrant that the data contained in the GIS digital data layers will meet the requirements of the Data User or that the operation of GIS digital data layers will be uninterrupted or error free, or that any City of Roswell GIS data defects will be corrected.



Liability:

- The Data User assumes the entire risk, including quality, performance, and usefulness of any data requested.
- The City of Roswell will not be liable in any event for any damages resulting from loss of data, loss of profits, loss of use of layers or any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of the City's liability will apply regardless of the form of action, whether in contract or tort.
- The Data User shall indemnify, defend, and hold harmless the City, its elected or appointed officials, employees, and agents from any and all claims, actions, damages or injuries of any kind and nature whatsoever, by or to any and all person or property, arising directly or indirectly from this agreement.

Data User:

Name: (Please Print)

Date

Signature

Title:

Address

City / State / Zip

Phone:

Email:

Purpose for Data Request:

