

BROWN COUNTY, SD



Brown County GIS Department

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(605) 626-4023

www.brown.sd.us/gis

Scott Madsen

GIS Coordinator

GIS Services and Data Request Form

Fees May Apply – see ‘Brown County GIS Products and Data Pricing List’ for details

Return completed form to the address above or fax to: 605-626-4010

Please allow a minimum of 5-10 business days for consideration of all requests

Contact Information:

Agency/Organization Name: _____

Applicant's Name: _____ Applicant's Title _____

Nature of Agency/Organization: Government _____ Non-Profit/Public Service _____ For-Profit _____

Private Citizen _____ Other (Explain) _____

Primary Contact (if other than applicant): _____ Title _____

Address: _____ City _____ State _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Description of Request: *(Must be specific for request to be considered – Attach additional sheets as needed)*

Project Name: _____
(If applicable)

Services or Data Requested: _____

Do you intend to create a derivative product or to value-add the data or products you have requested?
(See ‘Brown County, SD GIS Data Access and Distribution Ordinance’ for full provisions) Y _____ N _____

Do you intend to redistribute or re-sell, in either the original format or in a derivative or value-added
format, any of the data or products you have requested? Y _____ N _____

Intended Use: _____

Digital Media Format: CD/DVD _____ FTP _____ EMAIL _____ PDF/JPEG _____ Other _____

Map Product Format: (Complete the ‘Map product Fees & Order Form’ and submit it with this completed form)

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

The Agency or Organization, listed above (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, either expressed or implied, as to the completeness, accuracy, or correctness of such GIS data, fitness for a particular purpose,

(Continued on next page) *Requestor's Initials: _____

GIS Data Access and Distribution Provisions: (Continued)

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. Brown County, SD is not responsible for incidental, consequential, or special damages arising out of the use of the GIS data provided 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 Brown 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 any purpose beyond the scope of the Agency project identified above without the expressed written permission of Brown 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 Brown County, SD. All GIS Product(s) remain the property of Brown 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 Brown County, SD or the vendors furnishing said items to Brown County, SD.

This Agreement embodies the entire agreement between the Agency and Brown County, SD. The parties shall not be bound by or liable for any 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 or conditions of the Agreement shall be valid unless reduced in writing and signed by the parties. Neither this 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 contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void. The Agency will do or cause to be done 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 Brown 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 this Agreement shall not be deemed to constitute a waiver of any other or future breach.

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

Signature of Requestor _____
Date

Printed Name _____
Title

<u>GIS Department Use Only</u>	
Request Received On: _____	Are Other Documents Attached? N ___ Y ___ (Qty ___)
Request Completed On: _____	Invoice # _____ Total Fee Collected: _____