

**BOULDER COUNTY, COLORADO
GIS DATA SHARING LICENSE AGREEMENT**

For and in consideration of the mutual covenants, conditions and promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

(A) _____, (“Purchaser”) hereby states that I/it am/is the party requesting the product(s) and/or data or information thereon, (“Data”), from the County of Boulder, Colorado, (“County”), as described in paragraph "C", hereinbelow, and that this request is made on my/our behalf or as authorized agent on behalf of _____ .

(B) Purchaser in accepting Data from County hereby acknowledges the limitations of such Data and the restrictions on its use:

(1) The Data being provided is intended to comply with the Colorado Open Records Act. The Data is protected by the copyright laws of the United States of America and is being furnished with all rights reserved. No part of the Data may be copied, reproduced or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information/data retrieval system. Purchaser shall not license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available any portion of the Data to a third party without the prior express written permission of County.

(2) The Data which is the subject of this Agreement, and which is generally referred to as geographic information systems or GIS data, has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use.

(3) County is not responsible for incidental, consequential, or special damages arising from the use of the Data provided to Purchaser. Purchaser agrees that the Data shall be used and relied upon only at the risk of Purchaser. Purchaser agrees to indemnify and hold harmless County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Data which is the subject of this Agreement.

(4) Purchaser agrees at the time the request for Data is made to pay County the then current rates adopted by Boulder County and detailed in paragraph "C", hereinbelow, media, shipping and handling costs, if any, and any required taxes relating to this purchase.

(5) Additional conditions of and/or rights relating to the release to Purchaser of the Data are as follows:

(6) Purchaser warrants and represents to County that he/she/it has full power, right and authority to enter into, and where applicable, to act as agent for _____ and to be bound to perform all the terms and conditions pursuant to this request for Data.

(7) This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Data which are the subject of this Agreement.

(8) Purchaser shall immediately notify County in writing of any and all defects, errors, inaccuracies or any other problems with the Data discovered by Purchaser.

(C)

In witness whereof, the parties hereto have executed this Agreement this ____ day of _____, 200_.

PURCHASER:

COUNTY OF BOULDER
STATE OF COLORADO

By: _____

By: _____