

**MITCHELL County GIS Data Distribution
Data Acquisition Agreement
By and Between**

MITCHELL County AND

_____ (hereinafter referred to as Customer)

(Print or Type Customer Name)

_____ (Print or Type Customer Address)

_____ (Print or Type Customer Telephone Number)

_____ (Print or Type Customer Contact Person)

Mitchell County, hereinafter Mitchell Co., has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on North American Datum 1983 (NAD83), National Geodetic Vertical Datum 1929 (NGVD 29), Iowa North Zone, State Plane 1983 Coordinate System, including parcel data with ownership and location information, public streets, drainage districts, waterways, political boundaries of sections, cities, subdivisions and lots, and full color aerial imagery with a 2 foot (rural) or 6 inch (urban) pixel resolution. (GIS PRODUCTS); and

MITCHELL Co. is willing to authorize the use of the GIS parcel-based data for

_____ (specify area of interest - township name(s) and/or unincorporated area, or entire Mitchell County)

to Customer, and

Customer wishes to acquire GIS parcel-based data for

_____ (specify area of interest - township name(s) and/or unincorporated area, or entire Mitchell County)

as listed on Page 4 of this Acquisition Agreement, pursuant to the terms of this Agreement.

Customer shall pay MITCHELL Co. a one-time fee of ten cents (\$.10) per parcel for parcel data and \$15 per tile or less in multiples for aerial imagery. (see attachment A for other products and pricing) Whenever state law subjects the subject matter of this Agreement to any sales, use or similar tax, MITCHELL Co. shall separately itemize the applicable tax or taxes that shall be paid by the Customer.

Customer hereby acknowledges the limitations of the GIS Products and information contained therein and restrictions on the use of the GIS Products.

Limitations

1. MITCHELL Co. is not responsible for any hardware or software needed to access and use the product and information therein.
2. The MITCHELL Co. GIS data and data products, hereinafter collectively referred to as Products, distributed by MITCHELL Co. contain information from publicly available sources. The Products have been developed for internal use by MITCHELL Co. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. MITCHELL Co. makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Products, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. MITCHELL Co. shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks, and energy.
5. MITCHELL Co. shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of MITCHELL Co. for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS Products.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases MITCHELL Co. and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing and programs or data stored in or used with the MITCHELL Co. GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the MITCHELL Co. GIS Products.
8. The Customer shall indemnify and hold harmless MITCHELL Co. and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising from or connected with the use of MITCHELL Co. GIS Products.

Restrictions On Use

9. The Customer understands that this is a one-time only delivery and that MITCHELL Co. has no responsibility for updating the Products or information therein.
10. This purchase of data by the Customer does not constitute a sale of any title or interest in the MITCHELL Co. GIS Products.
11. The Customer agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by MITCHELL Co. or the vendors furnishing said items to MITCHELL Co.
12. *Copies* The Customer may copy the purchased MITCHELL Co. data only for backup purposes and not for use by any party other than the Customer.
13. *Derived Products* Graphic displays and printed tabular listings derived from MITCHELL Co. GIS data may be used in publications and presentations, provided that credit is given to MITCHELL Co. as the custodian of the data and credit is also given to the original source of the data if other than MITCHELL Co.
14. The MITCHELL Co. GIS data are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of purchase.
15. The Customer shall not license, assign, release, publish, transfer, sell or otherwise make available the Products or portion thereof to a third party without the expressed written permission of MITCHELL Co. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
16. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, MITCHELL Co. may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by MITCHELL Co. Customer shall, within 30 day after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Customer to MITCHELL Co.
17. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
18. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

MITCHELL Co. provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The Products being authorized for use by the Customer are:

The period of time for which the Customer is allowed the right to use the Products is: _____

Other restrictions imposed on the use of such Products are:

The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to MITCHELL Co. that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement;

Authorizing Signature: _____ **Date** _____

Print Name: _____

Title: _____

Company or Affiliation: _____

Mitchell County acknowledges this Data Acquisition Agreement.

Paul Boerjan, IT Director, Mitchell County IT Department

_____ **Date** _____

To submit this form please print, complete, and mail to: Paul Boerjan, IT Department
Mitchell County Courthouse
212 S. 5th St.
Osage, IA 50461