

## DIGITAL DATA DISTRIBUTION AGREEMENT

### Terms and Conditions Concerning Use of Geographic Information System Data Provided By Benton County, Iowa

This Agreement specifies the terms and conditions under which Benton County Geographic Information Systems digital data and/or digital data products shall be used where those data have been provided through a Digital Data Distribution Agreement with Benton County. Digital data products are distributed through the Benton County Auditor's office, located at the Benton County Courthouse 111 E 4<sup>th</sup> Street, Vinton, Iowa.

#### ***Geo-referencing System***

All Geographic Information System, (G.I.S.), data distributed by Benton County are in the North American (horizontal) Datum 1983 (NAD83), North American Vertical Datum 1988 (NAVD88), Iowa North Zone, State Plane 1983 Coordinate System.

#### ***Format***

Benton County G.I.S. data are distributed as ESRI® geodatabases or shapefiles. Benton County will not provide the computer software or hardware needed to access the data. Requests for other data formats will be considered.

#### ***Media***

All data products related to this Distribution Agreement are distributed electronically. Requests for other means of providing data will be considered, but may include additional costs.

#### ***Use of Data Provided Under this Agreement***

Benton County will grant the use of pertinent Benton County data to agencies, organizations or individuals, hereinafter referred to as consumer, for research or special projects that benefit the citizens of this County. ***Data provided under this Agreement are intended for the sole use of the consumer.*** They will not be distributed or resold to other agencies, organizations or individuals without the prior express written consent of the Benton County Auditor and then only in support a specified project. Data may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for internal use.

Upon request from the Benton County Auditor, a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced from data granted in this agreement shall be provided to Benton County at the Benton County Auditor's office.

**Benton County G.I.S. cadastral map data do not replace or modify land surveys, deeds, and /or other legal instruments defining land ownership and use.**

#### ***Limitations***

1. Benton County is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Benton County G.I.S. products distributed by Benton County contain information from publicly available sources. The products have been developed for internal use by Benton County. 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 consumer understands and acknowledges that the products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Benton County 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. Benton County 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 and disks.
5. Benton County shall not be subject to liability for any lost profits or consequential damages, or claims against the consumer by third parties. The entire risk as to the quality, performance and usefulness of the data rests with the consumer.
6. The consumer releases Benton County 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 any programs or data stored in or used with the Benton County G.I.S. data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising out of the use of or inability to use the Benton County G.I.S. data.

7. The consumer shall indemnify and hold harmless Benton County 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 Benton County G.I.S. data.

**Restrictions on Use**

8. This Data Agreement not does constitute a transfer of any title or interest in the Benton County G.I.S. product.
9. *Copies:* The consumer may copy the Benton County data provided via this agreement only for backup purposes.
10. The consumer shall use the G.I.S. Products exclusively for internal use and it is not for use by any entity that is affiliated with the consumer.
11. In order to maintain data quality and consistency and ensure notification to all parties regarding data updates, the consumer agrees that Digital, G.I.S. products or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Benton County.
12. Paper maps and other hardcopy products created using data received through this agreement may not be assigned, released, transferred or sold to a third party.

**Instructions for Use**

13. Graphic displays and printed tabular listings derived from Benton County G.I.S. data may be used in publications and presentations, provided that credit is given to Benton County as the custodian of the data and credit is also given to the original source of the data if other than Benton County. Benton County requires that in the use of this data the consumer employ, attach or release a statement which includes the following text:

*Benton County makes no warranties, expressed or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose. In no event shall Benton County be liable for lost profits or any consequential or incidental damages caused by the use of the map files.*

14. The consumer 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 Benton County or the vendors furnishing said items to Benton County.
15. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Benton County may provide written notice of the occurrence to the consumer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Benton County. The Consumer shall, within 30 day after termination of this Agreement, return all G.I.S. Products that were exchanged through this Agreement and are in the possession of the consumer to Benton County.
16. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

The **Project-specific agreement** is intended to allow the consumer use of Benton County data in support of the specific project referred to in the request. Under this option, specifically requested data are granted for the life of the project. Data stored in digital form on any medium are provided for the duration of the project activity and shall be deleted or removed from such medium when the project is completed.

Benton County reserves the right to refuse to sell data to any consumer that does not provide clear intentions for the use of the data requested.

**Consumer Information**

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of Organization: Survey/Engineering \_\_\_\_\_ Appraisal \_\_\_\_\_ Real Estate \_\_\_\_\_ Utility \_\_\_\_\_ Other \_\_\_\_\_

**Agreement Details – Project-specific Agreement**

Project Name: \_\_\_\_\_

Project Type: \_\_\_\_\_

Intended Use: (check all that apply) Reference \_\_\_\_\_ Client Presentation \_\_\_\_\_ Analysis \_\_\_\_\_ Other \_\_\_\_\_

The products being granted by Benton County for this project are:

\_\_\_\_\_

The **Consumer** shall pay Benton County a one-time fee of \$\_\_\_\_\_ for the direct cost of materials and services. Whenever state law subjects the subject matter of this Distribution Agreement to any sales, use or similar tax, Benton County shall separately itemize the applicable tax or taxes, which shall be paid by the consumer.

The **Consumer** understands that this is a one-time only delivery and that Benton County has no responsibility for updating this product or information therein. The Consumer further understands that the specified data is granted only for the project named above.

The undersigned acknowledges the terms and conditions of the Data Distribution Agreement specified above:

Authorizing Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Benton County agrees to this Data Distribution Agreement for the use specified above:

Hayley Rippel, Benton County Auditor

\_\_\_\_\_ Date: \_\_\_\_\_

Benton County GIS Staff

\_\_\_\_\_ Date: \_\_\_\_\_

**Agreement expires one year from the date of the Auditor's signature.**

To submit this form please print, complete, and mail to:  
Ben Turnis, Benton County Auditor's Office  
Benton County Courthouse  
111 E 4<sup>th</sup> Street/ P.O. Box 549  
Vinton, Iowa 52349