

“Written Permission Form”

For Meade County’s GIS Data Base

I _____, am requesting a copy of Meade County’s _____ geodatabases/shapefiles. I am representing _____ (organization or company).

The geodatabases/shapefiles will be used for:

_____.

I and my organization or my company agrees to the following:

Will not copy, reproduce, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, allow the use of, permit access to, distribute, allow interactive rights to, or otherwise make the GIS data available to any other person or entity in any form whatsoever, except as specifically provided for in the Written Permission Form.

Acknowledge and understand that Meade County has provided the GIS data on an “**as is**” basis and makes no representations, guarantees or warranties regarding the GIS data whatsoever, including but not limited to representations, guarantees or warranties that the GIS data is fit for any purpose, or is accurate, complete or correct; and further that Meade County expressly disclaims any and all liability of any nature whatsoever arising out of any use of the GIS data by any person or entity;

Shall defend, release, indemnify and save and hold harmless Meade County and its officers, agents and employees from any and all claims, damages, demands, liabilities, losses, actions, suits, costs, expenses, legal fees, judgments, causes of action, or other legal, equitable or administrative proceedings of any kind whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, which in any way result from, are connected with, or arise out of, directly or indirectly, the actions or omissions of any person or entity in connection with any use of the GIS data obtained by any person or entity; from Meade County, whether such use is authorized or unauthorized, by any person or entity, including actions or omissions of any person or entity; officers, employees, agents, representatives, invitees, subscription holders, data requestors sub-consultants, or any other individual obtaining access to the GIS data provided by Meade County.

Upon request from Meade County, use its best efforts to assist Meade County in identifying any unauthorized use of the GIS data by any person or entity that may have gained possession of the GIS data provided by the Meade County.

Acknowledge and understand that any use it makes of the GIS data that is not in compliance with this section or provided for in the Written Permission Form will cause irreparable harm and significant injury to Meade County and that Meade County may seek and obtain injunctive relief against the data requestor(s), any person or entity; for acting or threatening to engage in or facilitate the unauthorized use of the GIS data, in addition to any other equitable or legal remedies that may be available to Meade County.

That I acknowledge and understand that the GIS data is not a legally recorded map, survey, or legal document and that the GIS data may contain errors; the GIS data is for reference only and will not use or rely upon the GIS data in any other way;

I _____ as a legal representative of _____; agree to all the provisions within this Written Agreement Form and Meade County’s GIS Ordinance, Ordinance No. 29.

Signed: _____ Date: _____ Notarized by: _____

Minimum Costs for GIS data or maps will be set at \$150.00/hr, the entire Parcel Layer is not available for purchase at this time.
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