

Jackson County Digital Data Agreement

Submit Application to:

Jackson County Land Information Department

307 Main St, Black River Falls, WI 54615

joe.pilkington@jacksoncountywi.gov Phone: (715) 284-0284 Fax: (715) 284-0238

License Terms

Jackson County, WI (hereafter referred to as County) has produced or co-produced digital geographic datasets including, but not limited to parcel boundaries, address points, road centerlines, and district boundaries. All digital datasets are original works. They are licensed for use and may not be resold or distributed in any manner except as specified or set forth herein. By signing below, the Licensee agrees to abide by all terms and conditions of this agreement. This document constitutes the entire agreement between the parties and supersedes any prior agreement. Any order for Digital Datasets must be accompanied by an original, signed license agreement.

Protection of Proprietary Rights

Reproduction or redistribution of Digital Datasets or products derived therefrom outside of Licensee's organization or entity, without the expressed written consent of the County, is forbidden except as expressly provided as follows:

1. Redistribution of Digital Datasets to a consultant working for the Licensee is permitted only for purposes related to the Licensee's business. Such consultants may not further reproduce or redistribute said Digital Datasets and such copies must be returned to Licensee upon completion of the consultant's work. Licensee must inform any third party Digital Dataset user of all stipulations herein.
2. Reproduction or redistribution of hard copies may be derived from Digital Datasets provided they are used for non-commercial purposes only.

Any sale distribution is prohibited without prior approval from Jackson County. The reproduction of any hard copy products, as provided by the County, with the intent to sell for a profit is prohibited without the written consent of Jackson County.

Indemnification, Disclaimer of Warranty, and Liability

The burden for determining "fitness of use" rests entirely upon the Licensee. The County and its co-producers will not be liable in any way for accuracy of the data, and assume no responsibility for direct, indirect, consequential, or other damages.

Licensee agrees to indemnify, hold harmless, and defend the County, its employees, officers, officials, agents, representatives, and co-producers from any and all claims, damages, liabilities, and expenses arising from, in connection with, caused by, or resulting from Licensee's use of Digital Datasets or products derived therefrom.

JACKSON COUNTY SPECIFICALLY DISCLAIMS ALL WARRANTIES; EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL JACKSON COUNTY BE LIABLE FOR ANY LOSS OF PROFIT OR ANY OTHER

COMMERCIAL DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES.

Scheduling

Orders for Digital Datasets do not command priority over other projects or work demand of the County. Requesters are advised that significant delays may sometimes occur due to staff shortages or schedule constraints. Orders will be filled within normal municipal operations. Requesters are encouraged to order early.

Costs

Jackson County, according to the "Jackson County GIS Product Fee Schedule" licenses the use of Digital Datasets. Fees are not refundable. Prepayment is required by all entities. Checks may be made payable to the "Jackson County Land Information Department".

Updates

Digital Datasets are licensed and distributed in an "as is" condition, on a one-time basis. The County is under no obligation to inform Licensees of data updates, alterations, or accuracy errors discovered thereafter. The burden of ordering and paying for updated copies or datasets rests entirely upon Licensee. Any and all revisions will be made at the County's discretion.

Authorization

Licensee(s) hereby agree(s) to abide by the use and reproduction conditions specified above and agree to hold any independent contractor to the same terms. By using data provided, herein, the Licensee acknowledges that the terms and conditions have been read and that the Licensee is bound by these criteria.

Licensee: _____
(Company/Organization – Please Print)

Contact Name/Title _____

Signature: _____ Date _____

Digital Dataset(s) requested: _____

Mailing Address: _____

Phone Number: () _____ Fax: () _____