



Troup County, Georgia

GIS/Mapping & Property Record Data

Request for GIS/Mapping Data

100 Ridley Ave, Lagrange 30240 | FAX: 706-883-1653 | EMAIL: mapper@troupc.org

Application Reference Number: _____

General Data/Record Use Agreement

- 1) Delivery of data to the APPLICANT/USER shall be made by the County only after the APPLICANT/USER has fully executed this Agreement.
- 2) APPLICANT/USER may not sell, assign, sublet, transfer, publish or otherwise distribute the digital data to any individual, business entity, academic institution or governmental body in its original form or format, or any other geodata format in which data may be manipulated without prior written approval from the County. Data provided for commercial publication must be provided in a final product for consumer use in a non-geodata format. Certain non-geodata for published/subscriber commercial use may require royalties.
- 3) The APPLICANT/USER is exclusively responsible for the supervision, control, and use of the Records/Data, and shall take reasonable precautions to prevent unauthorized use or distribution.
- 4) The APPLICANT/USER agrees to provide the County, when possible and appropriate, any corrections, updates, and/or modifications to the Records/Data. Troup County will use these APPLICANT/USER provided updates as it deems appropriate.
- 5) The APPLICANT/USER agrees to provide Troup GIS/Mapping full credit for the construction and provision of the Records/Data in relevant maps, reports, papers, and public presentations (logos and graphics available upon request).
- 6) The Records/Data is provided "as-is" by the County. The tax maps are mapped from deeds and plats. Address data is derived from property records and field observations. Troup County is not liable for errors or omissions. Troup County assumes no responsibility for the accuracy of information contained herein.
- 7) For certain public entities, or for reasonable exchange of data and data products, the County may waive or discount the cost of the Records/Data. The requesting agency or nonprofit group must have an affiliation with County programs and/or services to meet the fee waiver requirements. The APPLICANT/USER shall demonstrate the affiliation making them eligible for fee waiver. If the affiliation with County programs and services is not sufficiently justified the map services and rates shall apply. The County Engineer and GIS department shall make final determination. The APPLICANT/USER must provide copies of the data derived from the Records/Data.
- 8) The APPLICANT/USER understands this is a one-time delivery and the County has no responsibility for updating the data (without a Data Subscription Agreement).
- 9) The Records/Data are protected by the copyright laws of the United States and are being furnished with all rights reserved. No part of the digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any non-approved purpose without the expressed written permission of the County. The APPLICANT/USER shall not license, sub-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 the County. This does not include derived hard copy map products.

- 10) The Records/Data have been developed for APPLICANT/USER's internal/programming use only. The APPLICANT/USER understands and acknowledges that the GIS database and data in the Records/Data are subject to constant change and that its accuracy and completeness cannot be guaranteed. UNDER NO CIRCUMSTANCES SHALL CADESTRAL MAPPING BE USED FOR FINAL DEVELOPMENT DESIGN OR LEGAL DESCRIPTION PURPOSES. The County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such Records/Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Records/Data for a particular purpose.
- 11) The County is not responsible for incidental, consequential, or special damages arising out of the use of the Records/Data provided the APPLICANT/USER. The APPLICANT/USER agrees that the Records/Data shall be used and relied upon only at the risk of the APPLICANT/USER. The APPLICANT/USER agrees to indemnify and hold harmless the County, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, production, using or communicating the Records/Data or information contained therein.
- 12) In the event the APPLICANT/USER breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license granted herein immediately cease, but the County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.
- 13) The APPLICANT/USER agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by the County or the vendors furnishing said items to the County.
- 14) Neither this Agreement nor the rights granted by it shall be assigned or transferred by the APPLICANT/USER under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.
- 15) If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.
- 16) All data will be promptly returned to the County on or before termination of contract.
- 17) Termination of Agreement. The County may unilaterally terminate this Agreement, in whole or in part, for the County's convenience, or because of failure of the APPLICANT/USER to fulfill the obligations of this Agreement in any respect. The County shall terminate by delivering to the APPLICANT/USER, with at least thirty (30) days written notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If terminated by the County, the written notice shall be sent to the APPLICANT/USER, addressed as follows:

Applicant Contact Information:

Applicant: Check here if Third Party Provider, End User complete box below.

Provider:

Service Type:

Mailing Address:

City:

State:

Zip:

Phone1:

Phone2:

Fax:

E-mail:

Check one: Government Agency Property Owner Operator
 Contractor Engineer Consultant
 Other:

End User Contact Information (If different from Applicant)

USER:

Provider:

Service Type:

Mailing Address:

City:

State:

Zip:

Phone1:

Phone2:

Fax:

E-mail:

Check one: Government Agency Property Owner Operator
 Contractor Engineer Consultant
 Other:

- 18) All notices sent to the above address shall be binding upon the APPLICANT/USER unless said address is changed by the APPLICANT/USER in writing to the County. The APPLICANT/USER agrees to return all CDs or other media containing the Records/Data to the County by the termination date specified in the Notice of Termination.
- 19) Indemnification Agreement. As between the County and the APPLICANT/USER as the other party, the APPLICANT/USER shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of the County, caused by or resulting from any error, or omission of the APPLICANT/USER, or the negligent act of the APPLICANT/USER or its SUB-AGENCIES or any of their officers, agents, servants, or employees, arising in any manner from this General Data Use Agreement and/or the use of Records/Data delivered by the County. The APPLICANT/USER shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The APPLICANT/USER expressly agrees to defend County against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.
- 20) Georgia Laws Govern. This Agreement shall be governed by and construed and enforced in accordance with the laws of Georgia.

APPLICANT/USER requests relief from the following provisions:

We hereby acknowledge the above requirements.

APPLICANT Authorized Signee

Date

USER Authorized Signee

Date

County signature not required if no relief is requested.

APPLICANT/USER requested relief from the following provisions is granted.

COUNTY Authorized Signee

Date