

DIGITAL GEOGRAPHIC INFORMATION SYSTEM DATA ORDER FORM & LICENSE AGREEMENT

The City of Eugene (City) is providing the requested digital GIS data for the exclusive use of the requestor, for the specific project described below. This geographic information is part of a geographic data base that is confidential and exempt from public disclosure under ORS 192.502, No further distribution or second party use of this data is allowed without the written approval of the City.

Complete this form and send to Mike Miller at Eugene PW Engineering (phone 541-682-5248, fax 541-682-5032).

1. Company, Agency or Individual (Requestor): _____
2. Address: _____
3. Contact Person: _____ Phone #/Ext: _____
4. Project Name: _____
5. Brief Description of Project: _____
6. Area of Interest _____
7. List Data Layers: _____
8. Intended Use of Data: _____
9. File Format (e.g. Shapefile, DWG, DXF, E00, TIFF or other): _____

TERMS OF AGREEMENT

Requestor assumes all responsibility for the use of this product and agrees to hold harmless the City of Eugene against any loss or damage arising from any error, omission or positional inaccuracy of this product.

The parties to this agreement are the agency or business firm requesting the digitally compiled spatial data who are also the end user of the data (referred to as Requestor) and the City of Eugene. By signing this agreement, Requestor agrees to be bound by terms of this agreement. Requestor understands that the digitally compiled Geographic Information System data provided under this agreement is provided "as-is" without warranty of any kind, either expressed or implied, including but not limited to implied warranties of fitness for a particular purpose. The relative accuracy and absolute accuracy of this product are not guaranteed by the City of Eugene. Requestor agrees that the City of Eugene liability whether in contracts, in tort (including negligence), in strict liability or otherwise shall not exceed the return of the license price and under no circumstance shall the City of Eugene be liable for any special, incidental or consequential damage, including personal injury, property damage, damage or loss of equipment, lost profit or revenue, cost of renting replacement and other additional expenses, even if the City has been notified of the possibility of such damages. **THE LICENSE TO USE THIS DATA SHALL BE LIMITED TO USE ON THE PROJECT SPECIFIED IN THIS AGREEMENT. ANY OTHER USE FOR ADDITIONAL PROJECTS SHALL BE SUBJECT TO RELICENSING.**

7. Project Manager (name and title): _____
8. Signature (required): _____ Date _____