

**Black Hawk County GIS Data Distribution
Data Acquisition Agreement
By and Between**

Black Hawk County AND

(hereinafter referred to as Customer)

(Print or Type Customer Name)

(Print or Type Customer Address)

(Print or Type Customer Telephone Number)

(Print or Type Customer Contact Person)

Black Hawk County, hereinafter BHC, has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on North American (horizontal) Datum of 1983 (NAD83), Iowa North Zone, State Plane Coordinate System with linear measurement in U. S. Survey feet; North American Vertical Datum of 1988 (NAVD 88). Note: NGVD 1929 was utilized for Primary Control Network from 1994-2007 and is superseded by NAVD88 post-2007. The BHC GIS data and data products are hereinafter collectively referred to as Products.

BHC is willing to authorize the use of the GIS Product for

(specify area of interest - township name(s) and/or unincorporated area, or entire Black Hawk County)

to Customer, and

Customer wishes to acquire GIS Products for

(specify area of interest - township name(s) and/or unincorporated area, or entire Black Hawk County)

as listed on Page 4 of this Acquisition Agreement, pursuant to the terms of this Agreement.

Customer shall pay BHC a one-time fee of _____.

Whenever state law subjects the subject matter of this Agreement to any sales, use or similar tax, BHC shall separately itemize the applicable tax or taxes that shall be paid by the Customer.

Customer hereby acknowledges the limitations of the GIS Products and information contained therein and restrictions on the use of the GIS Products.

Limitations

1. BHC is not responsible for any hardware or software needed to access and use the product and information therein.
2. The BHC GIS Products distributed by the BHC Information Technology Department contain information from publicly available sources. BHC has developed the Products for internal use. 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 Customer understands and acknowledges that the Products and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. BHC 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. BHC shall not be subject to liability for human error, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks, and energy.
5. BHC shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of BHC for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS Products.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases BHC 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 BHC GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising from the use of or inability to use the BHC GIS Products.
8. The Customer shall indemnify and hold harmless BHC 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 BHC GIS Products.

Restrictions On Use

9. The Customer understands that this is a one-time only delivery and that BHC has no responsibility for updating the Products or information therein.
10. This purchase of data by the Customer does not constitute a sale of any title or interest in the BHC GIS Products.
11. The Customer 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 BHC or the vendors furnishing said items to BHC
12. *Copies* The Customer may copy the purchased BHC GIS Products only for backup purposes and not for use by any party other than the Customer.
13. *Derived Products* Graphic displays and printed tabular listings derived from BHC GIS Products may be used in publications and presentations, provided that credit is given to BHC as the custodian of the data and credit is also given to the original source of the data if other than BHC.
14. The BHC GIS Products are acquired solely and exclusively for the internal use of the Customer and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Customer unless specified at the time of purchase.
15. The Customer shall not 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 BHC. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
16. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, BHC may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by BHC. Customer shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Customer to BHC.
17. This Data Acquisition Agreement constitutes the entire contract between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
18. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

BHC provides the Products listed below to the Customer for internal use in accordance with this Data Acquisition Agreement.

The Products being authorized for use by the Customer are:

The period of time for which the Customer is allowed the right to use the Products is: _____

Other restrictions imposed on the use of such Products are:

The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to BHC that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Customer and be bound to perform its obligations under this Agreement;

Authorizing Signature: _____ **Date** _____

Print Name: _____

Title: _____

Company or Affiliation: _____

Black Hawk County acknowledges this Data Acquisition Agreement.

<NAME>, Chair, Black Hawk County Board of Supervisors

_____ **Date** _____

<NAME>, Chair, Black Hawk County Conference Board

_____ **Date** _____

To submit this form please print, complete, and mail to: Black Hawk County Information Technology Department
Black Hawk County Court House
316 E. 5th Street
Waterloo, Iowa 50703-4774