

**Summit County Government
Geographic Information System Data Product
License Agreement**

THIS SUMMIT COUNTY GOVERNMENT GEOGRAPHIC INFORMATION SYSTEM DATA PRODUCT LICENSE AGREEMENT made and entered this ____ day of _____, 200__, (the "License Agreement") by and between the Board of County Commissioners of Summit County, Colorado located at 208 East Lincoln Avenue, Breckenridge, Colorado (the "County") and _____, located at _____ (the "Licensee").

WHEREAS, the County, by and through its Information Systems Department, has created a Geographic Information System ("GIS") database comprised of maps and other geographic information of and regarding Summit County, Colorado; and

WHEREAS, the County has made its GIS database available in certain compilations, packages and formats (the "Products") for purchase and use by members of the public and commercial businesses subject to the terms and conditions contained in this License Agreement; and

WHEREAS, Licensee desires to purchase and use certain County GIS Products in accordance with the terms and conditions stated in this License Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated as terms of the License Agreement, in consideration of the license fee(s) paid by Licensee and in consideration of the mutual covenants, conditions and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. County grants the Licensee a license to use certain of the County's GIS Products for Licensee's internal use. Licensee warrants that the Products shall be used by the Licensee for the sole purpose(s) of:

2. The type of Products being provided is/are:

3. The period of time for which the Licensee is granted the right to use the Products is:

4. Delivery of the Products to the Licensee shall be made by County only after the Licensee has fully executed this License Agreement and returned it to County together with any associated license fees, which fees are not in any case refundable.
5. This License Agreement merely permits Licensee to utilize the subject Products in accordance with the terms and conditions provided herein and does not constitute a sale of any title or interest in the Products. County reserves all rights not expressly granted to the Licensee by this License Agreement.

6. The Licensee understands that the County has no responsibility for updating the Products provided hereunder or information contained therein.
7. The Products are protected by the copyright laws of the United States and are being furnished with all rights reserved by the County. No part of the digital information contained in or constituting the Product(s) 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 purpose not specifically approved hereunder without the expressed written permission of the County, The Licensee 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.
8. The Licensee understands and acknowledges that the GIS database and data in the Products are subject to constant change and that its accuracy and completeness cannot be and are not guaranteed by the County. **UNDER NO CIRCUMSTANCES SHALL THE PRODUCTS, INCLUDING GIS MAPPING, BE USED FOR FINAL DESIGN PURPOSES.** County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the Products, 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 Products for a particular purpose.
9. County is not responsible for any incidental, consequential, or special damages arising out of the use of the Products provided to the Licensee. The Licensee agrees that the Products shall be used and relied upon only at the sole risk of the Licensee. The Licensee 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, producing, using or communicating the Products or information contained therein.
10. In the event the Licensee breaches any of the terms, conditions, covenants, or agreements contained in the License Agreement, not only shall the license granted herein immediately cease, but County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.
11. The Licensee 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 County or the vendors furnishing said items to the County.
12. This License Agreement embodies the entire agreement between the Licensee and County. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional amendments or modifications of any of the terms or conditions of the License Agreement shall be valid unless reduced in writing and signed by the parties.
13. Neither this License Agreement nor the rights granted by it shall be assigned or transferred by the Licensee 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

14. The Licensee will do or cause to be done all things necessary to preserve its rights and meet its obligations under this License Agreement.
15. This License Agreement contains no financial commitments on the part of County, and any financial commitments on the part of County that become a part of this License Agreement are subject to appropriation by the Board of County Commissioners of Summit County.
16. This License Agreement shall be governed by the laws of the State of Colorado.
17. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this License Agreement shall be Summit County, Colorado.
18. If any provision of this License Agreement is determined to be invalid or unenforceable, the remaining provisions of the License Agreement shall continue to be valid and enforceable.
19. The undersigned warrants to County that he/she has full power and authority to enter into this License Agreement on behalf of Licensee, and where applicable, to act as the agent of the Licensee and to bind Licensee to perform its obligations under this License Agreement.
20. Other restrictions imposed on the use of such Products are:

21. The County shall in its sole discretion provide or withhold any of the above described Products, and may waive or adjust fees as determined reasonable in any given circumstance.
22. The license granted by the County hereunder is revocable at any time at the will of the County.

ENTERED AND AGREED EFFECTIVE _____.

LICENSEE

**BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO**

By: _____
 Name

 Title

 Company

By: _____
 Name

 Title