



City of Urbana – Public Works Department
706 Glover Avenue
Urbana, Illinois 61802
Phone 217-384-2342
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Digital Release Agreement

Agreement for Use of City of Urbana GIS Data

Purpose

The purpose of this Agreement is to set forth the terms and conditions governing the sharing of City of Urbana ("City") GIS Data ("Data") with a third-party user ("User") and to enumerate the rights and responsibilities related to the use of such data.

Data Distribution

In the event of a User request for Data is granted by the City, the Data shall remain the property of the City. City Data provided under this agreement is intended to be used as a general index to spatial information and is not intended for detailed, site-specific analysis or resolution of legal matters. All locations should be field verified, as City Data does not replace a JULIE Utility Locate.

No Warranty

The Data is provided "as is." There is no guarantee or warranty concerning the accuracy of information contained in the Data. No warranty is made, either express or implied, as to any other matter whatsoever, including, without limitation, the condition of the Data or its fitness for any particular purpose. The burden for determining fitness for use lies entirely with the User. This data is regularly updated, and the User should request a replacement after a period of one year.

Limitation of Liability

In no event shall the City bear any liability whatsoever resulting from the use of City Data by the User with whom the City has entered into this agreement. The City shall not be responsible for payment of any consequential, incidental, indirect, special or tort damages of any kind. Damages include, but are not limited to, any loss of profits arising out of use of or reliance on the data or arising out of the delivery, installation, operation, or user support relating to the same.

This data is authorized to:

Business

Phone

Protection of Proprietary Rights

Reproduction or redistribution of the Data or products derived therefrom outside the User's organization or entity is expressly forbidden. The Data shall only be used by the User only on the specified project for the City. The User may not further reproduce or redistribute the data beyond the scope of the specified project. Upon project completion all files containing any source data or products derived there from shall be returned by the User to the City. None of the Data shall be electronically duplicated by the User by any means for use by others, in whole or in part, without express written permission of the City. Resale of the Data by the User is prohibited.

Credits

Source to list: **City of Urbana**

Any hard copies made by the User utilizing any of the Data shall clearly indicate the source. The User specifically agrees not to misrepresent any data, nor to express or imply any changes made in the Data have been approved unless actual prior approval by the City has been obtained.

Remedy for Violation

In the event the User exceeds the scope of this agreement or in any other manner violates the terms and conditions hereof, the City shall have the right to enjoin such activities as violate the terms of this agreement and may seek any other allowable remedies, including the right to obtain its reasonable costs and attorney fees in connection therewith.

Address

City, State, ZIP

Pursuant to the terms and conditions listed in this Agreement. The data is provided for use in completing the following project:

Project

Data Requested

The User hereby agrees to the terms and conditions in the attached Agreement and agrees to abide by the same.

Printed Name

Title

Signature

Date

E-mail