

# Data Acquisition Agreement Concerning Geographic Information Systems Data

This Data Acquisition Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
and between Kossuth County AND

(Hereinafter referred to as Customer)

\_\_\_\_\_  
(Print or Type Customer Name)

\_\_\_\_\_  
(Print or Type Customer Address)

\_\_\_\_\_  
(Print or Type Customer Contact Person)

\_\_\_\_\_  
(Print or Type Customer Telephone Number)

**Describe the intended use for the acquired data:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The PURPOSE OF THIS DATA ACQUISITION AGREEMENT is to specify the terms and conditions under which the Customer may acquire Geographic Information Systems (GIS) data from Kossuth County.**

**NOTE: Kossuth County GIS cadastral map data does NOT replace or modify land surveys, deeds, and/or other legal instruments defining land ownership and use.**

Kossuth County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS) depicting land and cadastral data based on North American Datum 1983 (NAD83), State Plane Coordinate Systems Iowa North FIPS 1401 ft.

*Geographic coordinate system name:* GCS\_North\_American\_1983

**Kossuth County agrees** to provide the GIS data listed on page 4 of this agreement, for the intended use describe above. The fees charged to the Customer for this GIS data are based on the direct cost of the materials and services to provide the data.

**The Customer hereby acknowledges** the limitations of the Kossuth County GIS data and information contained therein and restrictions on the use of the GIS data.

### **Limitation of the data and information provided**

1. Kossuth County is not responsible for any hardware or software needed to access and use the product and information therein.
2. The Kossuth County GIS data distributed by Kossuth County contains information from publicly available sources. Kossuth County has developed the data 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 data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Kossuth County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from an incorrect, incomplete or misleading information contain therein.
4. Kossuth County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to tapes, disks, and energy.
5. Kossuth County shall not be subject to liability for any lost profits or consequential damages, or claims against the Customer by Third parties. The liability of Kossuth County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to quality, performance and usefulness of the data rests with the Customer.
7. The Customer releases Kossuth County 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 of programs or data stored in or used with the Kossuth County 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 Kossuth County GIS data.
8. The Customer shall indemnify and hold harmless Kossuth County 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 Kossuth County GIS data.

### **Restrictions on use of the data and information provided**

1. The Customer understands that this is a one-time only delivery and that Kossuth County has no responsibility for updating this product or information therein.
2. This Data Acquisition Agreement does not constitute a sale or transfer of any title or interest in the Kossuth County GIS data.

3. 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 Kossuth County, or the vendors furnishing said items to Kossuth County.
4. The Customer may copy the Kossuth County GIS data granted via this agreement only for backup purposes and not for use by any party other than the Customer.
5. Products such as graphic displays and printed tabular listings derived from Kossuth County GIS data may be used in publications and presentations, provided that credit is given to Kossuth County as the custodian of the data and credit is also given to the original source of the data if other than Kossuth County. Kossuth County also requires that in the use of this data the Customer employ, attach or release a statement which includes the following text:

*Kossuth County makes no claims as to the reliability of the data or the validity of any future use of this data. Kossuth County maintains an ongoing program to record and correct errors in this data that are brought to its attention. Kossuth County maintains records regarding the methods used to collect and process this data and will provide this information upon request.*

6. The Kossuth County GIS data is 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 acquisition.
7. 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 Kossuth County. Any such attempted assignment or transfer shall be null and void, and shall be a breach of this Agreement.
8. Upon the occurrence of the breach or non-compliance with any term or provision of this Agreement, Kossuth County may provide written notice of the occurrence to the Customer, and terminate this Agreement. This Agreement shall terminate 60 days following such notice by Kossuth County. The Customer shall, within 30 days after termination of this Agreement, return all GIS Products that were provided through this Agreement and are in the possession of the Customer to Kossuth County.
9. 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.
10. This Agreement and performance hereunder shall be governed and construed by the laws of the State of Iowa.

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

**The GIS Products being provided via this agreement are:**

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**Other restrictions imposed on the use of such Products are:**\_\_\_\_\_

**The Customer** shall pay Kossuth County a Processing fee of \$50/per hour (1/2 hr minimum) as well as the cost of materials (disk) and shipping.

**The undersigned acknowledges the terms and conditions of this Data Acquisition Agreement specified above and warrants to Kossuth County 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:**\_\_\_\_\_

**Kossuth County acknowledges this Data Acquisition Agreement As specified above:**

**Luke Snyder**\_\_\_\_\_ **Date:**\_\_\_\_\_  
GIS Coordinator

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To submit this form please print, complete, and mail to:

Kossuth County Auditor's Office  
ATTN: Luke Snyder  
114 W State St.  
Algona, IA 50511