

STATE OF SOUTH CAROLINA)
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COUNTY OF UNION)
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**RELEASE AND INDEMNITY
AGREEMENT**

FOR AND IN CONSIDERATION of the County of Union's
release and distribution of the following data from Union County's GIS database

the Requestor/User hereby acknowledges and agrees to the following terms:

1. Product Ownership

All information, digital data, studies, reports, patents, copyrights and plans obtained by and prepared for and by Union County's Division of Geographic Information Systems for the purpose of performing this work shall remain the property of the County of Union (hereinafter "the County"), and all information, digital data, studies, reports, patents, copyrights and/or plans obtained by and/or prepared by and for the County of Union GIS Division shall remain the property of the County of Union. It is expressly understood that the County has exclusive control of all information developed for this work product. Any use of this data for sale or re-sale shall be retained by the County and negotiated for use by the Union County GIS Division and any use inconsistent with the foregoing is prohibited. Requestor/User agrees that any misappropriation or misuse of the Products will cause serious damage to the County and that, because money damages may not constitute sufficient compensation, any misappropriation or misuse shall justify and allow the County to apply to any court having jurisdiction for an injunction or other proper relief and, if relief is granted, the County shall be entitled to the reasonable expenses of the legal action including attorney's fees.

2. Use Limitation

The data contained in the Union County GIS database does not constitute a land survey and is provided only for reference use purposes. Any other use is not authorized by the County or by this release agreement. Union County Division of Geographic Information Systems digital data shall not be copied, reproduced or used in any form by any party other than Requestor/User or an agent of Requestor/User and shall not be sold or distributed by any party. It shall not be used for public viewing on the internet.

3. Assumption of Risk

Requestor/User understands and acknowledges that the data contained in the County GIS Division database is subject to constant change and its accuracy cannot be guaranteed. 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. The County does not warrant that the data will meet the requirements of Requestor/User, or that the data will be error free, or that data defects will be corrected. The entire risk as to the quality, performance and usefulness of the data rests with Requestor/User, and the Requestor/User takes and uses said data at its/his/her sole risk and expense.

4. Indemnify; Defend; Hold Harmless

Requestor/User releases the County and their 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 Union County GIS database information provided herein, damage to property, damages for personal injury, including death, or for any lost profits, lost savings or other special, incidental or consequential damages arising out of the use of or inability to use the Union County GIS database. Requestor/User shall indemnify and hold harmless the County its/their officers, agents, consultants, contractors, and employees from and against any and all liability claims or damages to any person, including death, or property arising from or connected to the use of the information from the County of Union GIS database.

5. Data Source Acknowledgement

Requestor/User agrees to properly acknowledge and cite the source of these data in any map, report, publication or other product for which all or portions of these data are used.

I FURTHER STATE that this Release Agreement is freely and voluntarily given; and

I FURTHER DECLARE and represent that the data provided to me will be used to:

I CERTIFY THAT I have read, understood and, by my signature below, agreed to the terms of the Release Agreement.

Signature of Requestor/User

Date

Print Name

Company /Affiliation Name

Title

Address, City, State, Zip

(_____) _____
Area Code Phone Number

E Mail