

_____ COUNTY PROPERTY VALUATION ADMINISTRATOR
GIS PRODUCTS LICENSE AGREEMENT

This License Agreement made and entered in this _____ day of _____, 20__, by and between the _____ County Property Valuation Administrator (Licensor) and _____ (Licensee), having a business address of _____.

The terms and conditions of this License are as follows:

1. Licensee's use of the data products designed and compiled by _____ County PVA (hereinafter called "Products") which are hereinafter specifically defined in the attached Product Description (Attachment A), constitutes acceptance of this License Agreement.
2. This License allows use of the Products as described in the "Purpose of Use" section of the Licensee's Request for Reproduction of Public Records. Furthermore, permission is granted for such use and for the normal copying and reproduction of Products as necessary for only such purpose. Licensee may not copy or externally distribute the Products in any way not expressly authorized by this license or as set forth in the GIS Policy and Procedure established by _____ County Property Valuation Administrator's office. Licensee may not, without written consent of the Licensor, transfer its rights or delegate its duties under any License Agreement provision to any other person or organization.
3. Licensee recognizes that the database from which the information Products are developed is subject to change for validity and update purposes. Any and all use of the Products, including for engineering purposes, is done at the sole risk and liability of the Licensee.
4. The Products are approved solely for use by the Licensee and no rights are extended to contractors or other outside temporary or intermittent users. The Licensee is not permitted to make copies of the Product(s) for resale, lease or rent to any third party, or to reverse engineer or to otherwise develop any derivative digital data for commercial sale and/or distribution which incorporates wholly or in part any of the Product(s) without the written consent of the Licensor.
5. Limitations regarding the reproduction of Products, creation of derivative works, and dissemination activities (including a definition of "internal use" activities) are decided by the Licensor dependent upon each request. All rights and limitations described above will be expressly outlined in the Product Description (Attachment A).
6. The fee for any license granted in accordance with purchase of said GIS Products will be determined by the current GIS Fee Guidelines adopted for use in the PVA office. Licensee shall pay all fees due for the Products prior to their receipt. Updates and renewal licenses to Products and databases are available for purchase in accordance with the current fee guidelines. Fee schedule and payment terms for said Products are invoiced in Attachment B.
7. In the event that Licensee shall violate any provision of this Agreement, the Licensor may immediately terminate this License Agreement and Licensee shall immediately return all Products supplied and copies thereof made to the Licensor to the extent necessary to receive injunctive relief in _____ Circuit Court.
8. This License may not be assigned or transferred without the express written consent of the Licensor.

9. Licensee shall defend, indemnify, and hold Licensor harmless from any and all liability for any loss due any claim arising out of Licensee's use of the Products supplied hereunder including reasonable attorney's fees.
10. The rights and Obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, and are furthermore governed by the GIS Policy and Procedures adopted by the _____ County Property Valuation Administrator, and shall be binding upon the successors and assigns of both parties.
11. The Licensee understands that the Products are not final and complete, agrees that it is accepting preliminary mapping and database products, and hereby acknowledges the limitations of _____ County Property Valuation Administrator GIS products.
12. Any waiver by the Licensor of any of the terms of this Agreement shall not constitute a waiver of any future action by the Licensee.

In witness whereof the parties have caused this License Agreement to be executed by dully-authorized persons on behalf of the agency, corporations or individuals represented.

LICENSEE

By: _____ Print name: _____

Title: _____ Date: _____

LICENSOR

By: _____ Print name: _____

Title: _____ Date: _____

ATTACHMENT A

PRODUCT DESCRIPTION: The following _____ County GIS products and services are licensed or provided under this agreement between _____ County Property Valuation Administrator and _____, dated _____.

The following services, data layers and geographic coverages are hereby licensed to Licensee subject to the terms of this Agreement.

A. (List products or layers or geographic databases being provided here.)

Limitations and restrictions regarding the reproduction of _____ County GIS Products and services, creation of derivative works, and dissemination activities expressly authorized by this License including the treatment of the Products:

- a. Products and information obtained is for a one-time use. After project is complete, the parcel layer must be destroyed and all hard copies and digital copies thereof destroyed, or the layer may be purchased from the PVA office at a price to be determined by the Licensor in accordance with the GIS Fee Guidelines.

ATTACHMENT B

FEE SCHEDULE: The following fees shall apply to delivery and use of _____ County GIS Products and services licensed or provided pursuant to this Agreement between _____ County Property Valuation Administrator and _____, dated _____.

(list breakdown of fees here)