

Digital Data Order Form & License Agreement

(Single use)

Digitally Compiled and Maintained Spatial Data For Services Provided

The City of Cannon Beach is providing the requested digital data for the exclusive use of the Requestor. No further distribution or second party use of this electronic data is allowed without the written approval of the City of Cannon Beach.

1. Requestor: _____
2. Address: _____
3. Contact Person: _____
4. Phone #: _____
5. Project Name: _____
6. Project Description: _____

7. Intended Use of Data: _____
8. Date Requested: _____
9. Cost: \$15.00 per DVD.

TERMS OF AGREEMENT

Requestor assumes all responsibility for the use of this product and agrees to hold harmless the City of Cannon Beach against any loss or damage arising from any error, omission or positional inaccuracy of this product. The parties to this agreement are the agency/business/individual requesting the digitally compiled spatial data who is also the end user of the data (referred to as Requestor) and the City of Cannon Beach. By signing this agreement, Requestor agrees to be bound by terms of agreement. Requestor understands that the digitally compiled spatial data provided under this agreement is provided "as-is" without warranty of any kind, either express or implied, including but not limited to implied warranties of fitness for a particular purpose. The relative accuracy and absolute accuracy of this product are not granted by the City of Cannon Beach. Requestor agrees that the City of Cannon Beach's liability whether in contract, in tort (including negligence), in strict liability or otherwise shall not exceed the return of the license price and under no circumstance shall the City of Cannon Beach be liable for any special, incidental or consequential damages, including personal injury, property damage, damage or loss of equipment, lost profit or revenue, cost of renting replacement and other additional expenses, even if the City has been notified of the possibility of such damages. The license to use this data shall be limited to internal use by the Requestor specified in this agreement. Any use by another party, or transfer of this digital data shall be subject to re-licensing.

10. Project Manager: _____
(name and title)
11. Signature: _____

LIMITED WARRANTY: The City of Cannon Beach will replace all defective media disks within 30 working days at no additional charge.

FOR CITY USE ONLY: Authorized by: _____

Payment: Yes No

