



**MALHEUR COUNTY GIS**

251 B ST W, VALE OR 97918

PHONE: (541) 473-5574

**DATA / MAP REQUEST INFORMATION**

DATE OF REQUEST \_\_\_\_\_

DATE OF DELIVERY \_\_\_\_\_

NAME: \_\_\_\_\_

ORGANIZATION : \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

DATA REQUESTED \_\_\_\_\_

DATA FORMAT

Shapefile

Geodatabase

Map

Data Table

TRANSFER METHOD

CD

Email

FTP site

Paper

.PDF

Others

Details \_\_\_\_\_

\_\_\_\_\_

MISCELLANEOUS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# DATA LICENSING AGREEMENT

## GIS SERVICES AND FEES

### PURPOSE

THE MALHEUR COUNTY GIS FEE SCHEDULE WAS ESTABLISHED IN ACCORDANCE WITH MALHEUR COUNTY COURT RESOLUTION R07-34, INSTRUMENT #2007-8565 AND R09-05, INSTRUMENT #2009-2172.

### DATA FORMAT

1. *SHAPEFILE* IS A DIGITAL VECTOR STORAGE FOR STORING GEOMETRIC LOCATION AND ASSOCIATED ATTRIBUTE INFORMATION.
2. *GEODATABASE* IS THE NATIVE DATA STRUCTURE FOR ARCGIS AND IS THE PRIMARY DATA FORMAT USED FOR EDITING AND DATA MANAGEMENT
3. *DATA TABLE* - AN ON-SCREEN DISPLAY OF INFORMATION FROM AS400 TAX ATTRIBUTES, PRESENTED IN .xlsx (EXCEL) FORMAT

### DATA TRANSFER

1. CD - COMPACT DISC, OPTICAL MEDIA USED TO STORE DIGITAL DATA
2. FTP - FILE TRANSFER PROTOCOL IS A STANDARD INTERNET PROTOCOL FOR TRANSMITTING FILES BETWEEN COMPUTERS ON THE INTERNET.
3. EMAIL - ELECTRONIC MAIL, MOSTLY REFERRED TO AS EMAIL OR E-MAIL, IS A METHOD OF EXCHANGING DIGITAL MESSAGES FROM AN AUTHOR TO ONE OR MORE RECIPIENT
4. PDF - PORTABLE DOCUMENT FORMAT IS A FILE FORMAT USED AS AN OPEN STANDARD FOR ELECTRONIC DOCUMENT EXCHANGE

### DIGITAL DATA FEE

- |   |          |
|---|----------|
| 1. COUNTY TAXLOT LAYER (SHAPEFILE OR GEODATABASE)                     | \$500.00 |
| 2. COUNTY ASSESSMENT OWNERSHIP DATA, EXCEL FORMAT                     | \$250.00 |
| 3. OTHER DIGITAL DATA (LIVESTOCK DISTRICT, TAXCODE BOUNDARY , ETC...) | \$100.00 |

### NOTES:

CUSTOM MAP THAT REQUIRES RESEARCH AND TO RE-CREATE, A FLAT FEE OF \$40.00 MAY APPLY AT THE TIME OF REQUEST.

DATA LICENSING AGREEMENT  
TERMS AND CONDITIONS

PROPOSED USE OF GIS DATA:

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PRODUCT DESCRIPTION

PRODUCT FEE

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<hr/>	<hr/>
<hr/>	<hr/>
SHIPPING & HANDLING	<hr/>
TOTAL	<hr/> <hr/>

***Please send and make check payable to:***  
***Malheur County GIS***  
***251 B St W***  
***Vale, OR 97918***

LICENSED USER

USER NAME

CONTACT PERSON

MAILING ADDRESS

PHONE NUMBER

AUTHORIZED SIGNATURE OF USER

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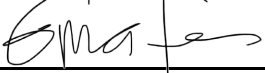
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MALHEUR COUNTY

LICENSED USER SIGNATURE



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GINA LEWIS  
GIS SPECIALIST

Date

*FOR MALHEUR COUNTY USE ONLY*

LICENSE NUMBER & DATE:

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# MALHEUR COUNTY GIS

251 B St W Suite 2, Vale OR 97918

Phone: 541-473-5574

## DATA LICENSING AGREEMENT TERMS AND CONDITIONS

This agreement is a license and is made and entered into by and between the LICENSED USER, hereinafter called "USER", and Malheur County.

**WHEREAS**, Malheur County is the designer and developer of product(s) specified in the agreement (hereinafter referred to as "PRODUCT") with the right to license and distribute the PRODUCT; and

**WHEREAS**, the USER is an individual, an organization, a corporation, a government entity or a member of a joint venture who will make lawful use of the PRODUCT in its business activity; and

**WHEREAS**, the USER desires a license to use the PRODUCT and Malheur County desired to grant such a license to the USER for the sole purpose of permitting the USER to use the PRODUCT in its business activity and for no other purpose whatsoever;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions set forth herein, the parties hereto agree as follows:

### 1. PRODUCT

**1.1 Licensed PRODUCT(s).** This license applies to the PRODUCT(s) as listed on the following page.

**1.2 Grant of License.** For and in consideration of the USER's covenant to make payments under Section 5 and the performance of the other covenants and obligations of the USER hereunder, Malheur County hereby conveys to USER a non-exclusive license to the PRODUCT.

### 2. USE

**2.1 Permitted Use.** This license is granted for the sole purpose of permitting the USER to use the PRODUCT in its lawful business activity and for no other purpose whatsoever.

#### 2.2 Restrictions on Use.

(a) Unauthorized Use. USER shall not use the PRODUCT on behalf of any other person or organization (including, but not limited to, networks, timesharing, or multiple CPU arrangements) unless authorized in writing by Malheur County.

(b) Copies. USER shall not duplicate the PRODUCT except for the following:

1. USER may make copies of the PRODUCT for protection purposes as long as the USER agrees not to use the backup copy for any purpose other than to replace original data if lost or damaged.

2. USER may translate the PRODUCT into other formats and/or media. These "reformats" shall be subject to the same restrictions as the PRODUCT under this agreement.

**2.3 Reserved Rights.** Malheur County shall retain all rights, title and interest in the PRODUCT, including the right to license the PRODUCTS covered by this license to other USERS.

### 3. MAINTENANCE OF DIGITAL DATA

**3.1 Periodic Update.** Malheur County agrees to supply updates of the licensed digital data for an additional fee and upon request of USER.

### 4. TERM

**4.1** The term of this agreement shall not be restricted as to time, except as set forth in 4.2 below, and shall commence the date the agreement is executed.

**4.2** The term of the license shall expire at such time as the USER discontinues use of the PRODUCT, unless the USER fails to comply with any of the terms and conditions provided herein at which time the license shall be revoked. The license shall be revoked by Malheur County giving written notice of such revocation to the USER.

### 5. PAYMENT

**5.1 Time for Payment.** Initial payment of fees shall be made at the time the license is granted.

**5.2 Periodic Update Option.** The fees for the periodic update option are due and payable upon receipt of the PRODUCT.

### 6. DELIVERY

Malheur County shall deliver the PRODUCT to USER pursuant to the following conditions:

(a) Malheur County shall package, ship, and deliver the PRODUCT to the USER at the address specified in the agreement or a designated alternate address.

(b) Malheur County shall not assume any liability for shipment of the PRODUCT.

(c) The carrier shall not be considered an agent of Malheur County.

(d) Malheur County shall choose the method of delivery in the absence of prior shipping instructions.

(e) Shipping will be paid by USER.

### 7. WARRANTY

#### 7.1 Limited Warranty.

(a) Malheur County shall use its best efforts to ensure that the PRODUCT is delivered free of physical defect.

(b) Malheur County shall have the sole authority to determine whether the PRODUCT, at the time of delivery, was free of physical defect.

(c) Malheur County disclaims any and all other warranties, express or implied, respecting this agreement or the PRODUCT, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Except for delivery free of physical defect, the PRODUCT is "AS IS". The relative accuracy and absolute accuracy of the PRODUCT are not guaranteed by Malheur County.

#### 7.2 Remedy.

(a) USER's sole and exclusive remedy for breach of this limited warranty, breach of this agreement, liability in tort, negligence, strict liability or otherwise, will be to return the PRODUCT within 60 days of receipt.

(b) Malheur County shall, at its discretion, retain the returned PRODUCT and refund the fee for the license, or replace the PRODUCT, or repair the PRODUCT and return it to the USER.

### 8. ASSIGNMENT AND TRANSFER

USER shall not disclose, lease, sell, distribute, make, transfer or assign the PRODUCT or engage in any other transaction, which has the effect of transferring the right of use or part of the PRODUCT without prior written consent of Malheur County.

### 9. LIABILITY

Malheur County shall not be liable for any activity involving the PRODUCT with respect to the following:

(a) Lost profits, lost savings or any other special, incidental or consequential damages, including but not limited to personal injury, property damage, damage or loss of equipment, cost of rental replacement or other additional expenses.

(b) The fitness of the PRODUCT for merchantability or for a particular purpose.

(c) The installation of the PRODUCT, its use or the results obtained.

(d) Any foreseeable or unforeseeable damages.

(e) USER assumes all responsibility for use of the PRODUCT and agrees to hold Malheur County harmless against any loss or damage arising from any error, omission, or inaccuracy of the PRODUCT.

### 10. TERMINATION

**10.1 USER Rights.** Upon the expiration or revocation of this license, the rights of the USER shall cease.

**10.2 Return of the PRODUCT and Copies.** The PRODUCT and any copies of the PRODUCT shall be returned to Malheur County within 30 days from the date this license expires or immediately if revoked. USER will erase all data and make no further use of the PRODUCT, data or information.

### 11. MISCELLANEOUS

**11.1 Applicable Law: Venue.** This license shall be constructed and interpreted under and pursuant to the laws of the State of Oregon. The parties agree that venue for any action or claim arising out of or in connection with this license shall be in the Circuit Court for Malheur County, Oregon.

**11.2 Invalidity.** If any term or provision of this license or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this license shall be valid and enforced as written to the fullest extent permitted by law.

**11.3 Entire Agreement.** This license contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement or promise made by any party hereto, which is not contained herein, shall be binding or valid.

**11.4 Authority.** Persons whose signatures appear as "LICENSED USER" on the following page represent that they are authorized to do so and represent and warrant that this licensing agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms. GIS Specialist is authorized to sign for County.