
DATA USE AND ACCEPTANCE AGREEMENT**Data Requested:** _____**Data Use:** _____**A. Disclaimer:**

Mower County GIS makes no representations or warranties, express or implied, with respect to the use or reuse of data provided herewith, regardless of its format or the means of its transmission. THE DATA ARE PROVIDED "AS IS" WITH NO GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, MERCHANTABILITY, RELIABILITY, OR FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE. Mower County shall not be liable for any direct, indirect, special, incidental, compensatory, or consequential damages or third party claims resulting from the use of these data, even if Mower County has been advised of the possibility of such potential loss or damage. These data may not be used in states that do not allow the exclusion or limitation of incidental or consequential damages.

B. Data Agreement:

The requestor may use the Data in the form provided by the County for the requestor's own internal business or organizational purposes and for no other purpose, except upon prior written consent of Mower County.

The requestor shall not use the data on behalf of any other individual, organization, corporation, government entity, or any other third party, and shall not duplicate or disclose the data to any third parties unless such a use, duplication or disclosure is expressly authorized in writing by Mower County. Data will not be provided to any party that intends to use said data for any purpose that would conflict with the marketing of a product produced by Mower County

The LICENSEE shall not edit the above mentioned data and then represent that the data is a product of Mower County.

The LICENSEE shall not state or imply that Mower County endorses or approves of any interpretations or products derived by the LICENSEE from the above mentioned data, unless Mower County provides express written consent prior to the release or interpretation or product.

C. Access to and Transfer of the Data:

The LICENSEE shall not permit access to the above mentioned data in whole or in part, by another party. The data was developed with the expenditure of public funds by Mower County and may have commercial value under Minnesota Statute, Section 13.03, Subdivision 3.

D. Products Produced

The LICENSEE shall notify Mower County of any products produced using all or a part of the above referenced data and may be required to provide one (1) copy of any such products produced. Said products shall be free of charge to Mower County on or before publication.

E. Notification

The LICENSEE shall notify Mower County of the discovery of any errors within thirty (30) days from discovery. The LICENSEE hereby grants to Mower County a perpetual, irrevocable, non-exclusive, royalty fee to use said errata data.

F. Contact Information

Questions regarding the administration of the license or the use of LICENSED DATA shall be referred to:

Craig Oscarson, County Coordinator
Mower County Courthouse
201 1st ST NE Suite #9
Austin, MN 55912
(507) 437-9549
coscarson@co.mower.mn.us

G. Termination and Legal Action

This Agreement shall be subject to termination by Mower County upon material default by the LICENSEE in performance of any material terms, condition, or covenant of this Agreement and failure to remedy such default within thirty (30) days after notice or demand by the other party. Upon termination of this Agreement, all rights and privileges granted Licensee under this Agreement shall immediately cease. Upon termination, Licensee agrees to discontinue at once all use of LICENSED DATA and agrees not to manufacture, distribute or sell any additional Licensed Goods or further use any LICENSED DATA.

If there is misuse of the LICENSED DATA in violation of this Agreement, Mower County hereby reserves any and all rights to seek legal recourse and monetary damages for any such violations. This Agreement shall be governed by the laws of the State of Minnesota.

Licensee:

I have read and understand the preceding information. I accept this agreement and the data, copyright, and disclaimer information contained herein, and I acknowledge that I am authorized to execute this document on behalf of the requesting organization or entity.

Name of Licensee_____
Licensee Organization

Signature: _____

Title: _____

Date: _____

MOWER COUNTY REQUEST FORM FOR GIS DATA INSTRUCTIONS

PLEASE BE SURE TO READ THE FOLLOWING INSTRUCTIONS CAREFULLY

Below are descriptions of how each section of the MOWER COUNTY DATA REQUEST FORM FOR GIS DATA should be completed:

Requestor Name and Contact Information: Be sure to thoroughly complete this section of the form. It is especially important to include a daytime phone number in case we have questions. Also, please enter an email address if you wish to have the data emailed to you, or your address if you wish to have the data sent via USPS.

Organization Type: Please enter one of the following four options: Government Agency (this includes first responders & academic users), Other Company, or Individual. Fees are determined by organization type.

Data Requested and Fee: Please review the fee schedule for datasets that are available. You may also review the metadata section on the Mower County website at <http://www.co.mower.mn.us/> for a complete list of datasets available.

How would you like to receive your data?: Please check one box only.

Total Fees: Please total all fees, including map data re-projection fee, if applicable (see below). Also, if you are receiving digital files, **be sure to add a \$50 handling & reproduction fee to each dataset.**

Data Projection: Please enter the projection/datum/coordinate system. If you wish, you may have the data re-projected from the Mower County Coordinate System for a fee of \$10 per file. Enter the projection as well as the coordinate system/datum for special requests.

ADDITIONAL INFORMATION

Please note that data/maps will not be released until payment is received. Cash or checks are acceptable methods of payment. Checks should be made out to **Mower County**. Legitimate businesses may be invoiced for their purchases.

All requests for digital data will require submission of the Mower County Data Use and Acceptance Agreement. Without a **completed and signed** copy of this form, data cannot be released. Any incomplete forms will be returned to the requestor.

Mail to the following address: MOWER COUNTY
Attn: GIS
201 1st Street NE Suite #1
Austin, MN 55912

Email to the following address: Ericm@co.mower.mn.us
