



***Wexford County
GIS Data Licensing Agreement***

This GIS Data Licensing Agreement applies to the GIS Data as listed on the Wexford County Digital Geographic Data Order Form and additional GIS Data if specified in “data sharing agreement.” This Agreement does not constitute a transfer of title or interest in the digital geographic data. Any such portions of this data that is modified or merged into another computer file or program by the User, or is integrated with other programs or data to form a derivative product, shall continue to be subject to the provisions of this Data Licensing Agreement. Wexford County retains ownership of the digital geographic data and all such portions.

Since Wexford County owns exclusive copyright and other proprietary interests in its GIS products including: electronic data, maps or other digital presentations and works, recipient shall not copy, reproduce, transfer or make any other form of or derivative work from, the product(s) provided to you for sale or other distribution, to any other person or organization without the written consent of a Wexford County representative. To the extent permissible under the law, you shall be liable to Wexford County for any and all losses incurred as the result of any use of the Wexford County GIS product(s) that is in violation of this agreement and receipt.

If the User receives a request from a third party for the Wexford County digital geographic data, the User shall provide the third party with Wexford County contact information so as a third party can obtain the digital geographic data. In the event of a consensual agreement between Wexford County, the User and a third party obtaining derivative products from the User, the User will collect from the third party all reasonable fees for the Data as detailed in the Wexford County GIS Maps & Fee Schedule (fees will apply to the most current Fee Schedule) and reimburse these fees to Wexford County. Reasonable fees are those established in accordance with the Wexford County Enhanced Access Policy and the State of Michigan’s Enhanced Access Act, and are approved by each party’s legislative body. In the event of a data sharing agreement, Wexford County reserves all rights to derivative products (hardcopy and/or softcopy) to be supplied by the User to a Wexford County representative.

Wexford County assumes no responsibility for the accuracy of any subsequent copies of the digital geographic data or its derivative products made and distributed by the User with a written consent of a Wexford County representative.

All publications, compilations, or derivative works using any of the Wexford County digital geographic data must include the following Copyright notice:

COPYRIGHT WEXFORD COUNTY _____(insert appropriate year)

example: COPYRIGHT WEXFORD COUNTY 2008

Also, recipient shall not obscure, alter or remove any Wexford County notice(s) concerning confidentiality, ownership, secret, copyright, trademark or proprietary rights from any GIS product provided to you pursuant to this agreement and receipt. By receiving the specified GIS product(s), Wexford County is providing you with a limited, nonexclusive license for the specific purpose described above. To the extent permitted by law, recipient shall defend, hold harmless and indemnify Wexford County for any loss, damage or claim arising out of the use of the GIS product(s), or any parts thereof, provided to you by Wexford County.

The digital geographic data is to be solely retained by the User. In no instance is the digital geographic data to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities.

Wexford County provides no expressed or implied warranty with respect to the GIS product(s), including any electronic data, maps or other digital presentations or works provided to recipient pursuant to this agreement. Wexford County does not make any representation, covenant, promise, guarantee or warranty as to the accuracy or usefulness of the electronic data, maps or other digital presentations or works, or any parts thereof, provided to recipient, or that the GIS product(s) provided to the recipient will be error free or free of defects. Further, Wexford County disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, with respect to any aspect of the GIS Product(s) provided recipient, including, but not limited to, the character, function or capabilities of the electronic data, related documentation, or storage or transfer medium.

Signature of Data User

Date Signed by Data User

Printed Name of Data User

Representing

Wexford County (Office Use):

Signature of Wexford County Representative

Date Received

All notices, consents, approvals, requests and other communications required or permitted under this Agreement must be given in writing, signed by an authorized representative, and mailed to:

Wexford County GIS
437 E. Division St.
Cadillac, MI 49601
Phone: 231-779-9534
Email: gis@wexfordcounty.org

