



Manistee County GIS Data Licensing Agreement

This GIS Data Licensing Agreement applies to the GIS Data as listed on the Manistee 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 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. Manistee County retains ownership of all the digital geographic data.

Manistee 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 Manistee County representative. To the extent permissible under the law, you shall be liable to Manistee County for any and all losses incurred as the result of any use of the Manistee 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 Manistee County digital geographic data, the User shall provide the third party with Manistee County contact information so third party can obtain the digital geographic data. In the event of a consensual agreement between Manistee 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 Manistee County Enhanced Access Fee Schedule (fees will apply to the most current Fee Schedule) and reimburse these fees to Manistee County. Reasonable fees are those established in accordance with the Manistee 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, Manistee County reserves all rights to derivative products (hardcopy and/or softcopy) to be supplied by the User to a Manistee County representative.

Manistee 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 written consent of a Manistee County representative.

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

COPYRIGHT MANISTEE COUNTY _____ (insert appropriate year)

Example: COPYRIGHT MANISTEE COUNTY 2008

Also, recipient shall not obscure, alter or remove any Manistee 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), Manistee 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 Manistee 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 Manistee 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.

Manistee 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. Manistee 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, Manistee 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

Manistee County (Office Use):

Signature of Manistee 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:

Manistee County Equalization
415 Third Street
Manistee, MI 49660
Phone: 231.723.5957
Email: hvasquez@manisteecountymi.gov

NOTES: (Office Use – list additional GIS data and use limitations if not specified on the Manistee County Geographic Data Order Form)



**Manistee County
Limitation of Liability/Digital Data Use Disclaimer**

Manistee County has and continues to put forward extensive efforts to generate digital geographic datasets supporting the delivery of public services. The digital geographic data available may not serve all or any of the intended applications requested/demanded of the information provided. Please consult the appropriate County department to ensure the data is applicable to your given application.

Manistee County makes no representation of the accuracy of the data including the associated attributes contained within the data. The digital geographic data is to be considered a generalized representation which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate department or agency. This information is provided as a visual representation only and is not intended to be used as a boundary survey or to construct improvements.

The user of this information acknowledges that Manistee County shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the officials, employees, and other third parties (maintaining information) which arise from using this information.

By signing this document I acknowledge that I have read and understand the Limitations of Liability/Digital Data Use Disclaimer pertaining to digital geographic data purchased through Manistee County and will assume the responsibility to inform those using the information of the same.

Signature of Data User

Date Signed by Data User

Printed Name of Data User

Representing

Manistee County (Office Use):

Signature of Manistee County Representative

Date Received