

# BY REQUESTING TO OBTAIN THIS SIOUX COUNTY GIS DATA YOU AGREE TO THE FOLLOWING:

## **Warranty And Use Of Geographic Data:**

1. Sioux County makes no representation or warranty that any of the geographic data available is accurate and error free. Map information is believed to be accurate but accuracy is not guaranteed. The data is neither a legally recorded map nor a legal land survey and is not intended to be used as such.
2. Sioux County makes no representation or warranty that any of the geographic data available is fit for any particular use.
3. The user further recognizes, anticipates, and accepts that all the geographic data are time sensitive and that changes may have taken place that are not reflected in the data in the system.
4. The user also recognizes, anticipates, and accepts that all geographic data may contain errors, inaccuracies, and uncorrected mistakes.
5. Sioux County is not required to perform any analysis of the geographic data made available to the public unless required to by law or authorized to do so by the Sioux County Board of Supervisors.
6. Sioux County is not required to provide access to the GIS Department or equipment.

## **Prohibited Uses of the Geographic Databases**

1. No person can use the Sioux County geographic data for purposes that would be an unwarranted invasion of privacy. This may include the matching or comparison of personally identifiable information in the geographic data with personally identifiable information in another record system.
2. The geographic data cannot be used for illegal purposes.
3. User shall not disclose, lease, sell, distribute, make, transfer, sublicense, assign, or otherwise make public the GIS data, or engage in any other transaction which has the effect of transferring the right of use of the GIS data without the prior written consent of Sioux County. The above-listed restrictions shall apply to the extent allowed under Iowa Code Chapter 22 or other applicable federal and state public disclosure provisions.

## **WAIVER OF LIABILITY AND INDEMNITY**

1. By signing below, the user acknowledges and agrees that in no event will County, its elected or appointed officials, or employees, or any third person(s) who have been involved in the creation, production, or delivery of the data set(s), be liable for direct, indirect, special,

incidental, or consequential damages resulting from any defect in the data or its documentation. Such limitation of liability shall include but not be limited to:

- A. Loss or damage to public or private property and/or the death or injury of public agents or private persons.
- B. The fitness of the GIS data for a particular purpose.
- C. The use of the GIS data or the results obtained therefrom.

2. By signing below, the user further agrees to hold Sioux County harmless for any errors, inaccuracies, and uncorrected mistakes found in the geographic data, or in any analysis or policy based on any of the geographic data. User further agrees that in no event shall Sioux County, its elected or appointed officials or employees or any third person(s) who have been involved in the creation, production, or delivery of the data set(s), be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the data or its documentation. User further agrees to waive, release, and indemnify Sioux County, its elected or appointed officials, its agents, consultants, contractors, and employees from any and all claims, actions, or causes of action for damages or injury to persons or property arising from the use or inability to use Sioux County's GIS.

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*User Signature*

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*User Printed Name*

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*User Title*

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*Email*

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*Company*

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*Date*