



**Lincoln County, South Dakota
Spatial Data Products and Services
Order Form**

Instructions: Please fill in the appropriate information, read the License Agreement on page 3, any associated attachments, and sign and initial this form to signify your agreement with all terms and conditions. All fees must be prepaid before data can be delivered. Checks must be made out to the Lincoln County Treasurer. The custodian will contact you regarding the delivery date for your order. In limited situations, Lincoln County can make data format conversions, which will be billed at the hourly rate to Licensee. All GIS data is provided in the UTM Coordinate System NAD 83 Zone 14

Requestor Information (Licensee): (Please Print)

Name: _____
 Agency/Company Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 E-mail: _____ Telephone: _____ Fax: _____

Check here if you will be working under a contract or will use data in conjunction with a private or public application

GIS data will be used under contract with: _____

Project or application name/s: _____

Use of GIS data products are additionally restricted to specified contractor, project or applications.

Authorized Signature of Licensee: Signature: _____ Date: _____

Authorized Signature of Licensor: Signature: _____ Date: _____

This License is subject to the terms and conditions of the License Agreement on page 3 of this form.

Data Disclaimer

Lincoln County offers no warranty of any kind, expressed or implied. Neither the Licensor nor the owner of these data makes any warranty, express or implied, as to the use or appropriateness of the licensed data. There are no warranties of merchantability or fitness for a particular purpose or use. No representation is made as to the accuracy or completeness of the data.

The following note MUST be placed on all plans using Lincoln County digital contour data.

The digital contour data shown hereon was developed using Lincoln County LiDaR products and may not be a suitable substitute for a field collected survey data.



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Fees

Requested Data	Cost	Requested Data	Cost
<input type="checkbox"/> Road Centerlines	\$150	2008 LiDAR generated data (1.4 meter density)	
<input type="checkbox"/> Address Points	\$150	<input type="checkbox"/> Bare-earth DEM county mosaic	\$2500
<input type="checkbox"/> Parcels	\$650	<input type="checkbox"/> Bare-earth DEM section tile	\$75
<input type="checkbox"/> Flood Protection District	\$100	<input type="checkbox"/> LiDAR .las section tiles	\$125
<input type="checkbox"/> Streams	\$100	2008 Color Digital Orthophotography (1 ft. pixel)	
<input type="checkbox"/> County Zoning	\$75	<input type="checkbox"/> County-wide mosaic (.sid)	\$1500
<input type="checkbox"/> Town Boundaries	\$50	<input type="checkbox"/> Section tile (.sid)	\$50
<input type="checkbox"/> County Boundary	\$25	<input type="checkbox"/> 2 ft. Contours section tile	\$25
<input type="checkbox"/> Townships	\$25	<input type="checkbox"/> 4 ft. Contours, countywide	\$450
<input type="checkbox"/> Sections	\$25		
<input type="checkbox"/> Railroads	\$25	Specify township range section for section tiles	
<input type="checkbox"/> County Benchmarks	\$25	_____	
<input type="checkbox"/> Misc. base data	\$25	_____	

Yearly User License	<i>fee</i>	<i>Miscellaneous</i>	<i>Cost</i>
<input type="checkbox"/> Business	\$500	<input type="checkbox"/> Custom GIS work hourly fee (1/2 hr min)	\$75
<input type="checkbox"/> Government/ Public	exempt	<input type="checkbox"/> Printing: per sq. inch	\$.025
<input type="checkbox"/> Data exchange	exempt		

Summary	Sub Totals		<i>Total</i>
Data Cost	\$ _____		
License Fee	\$ _____	TOTAL DUE	\$ _____
State and local tax (SD sales only)	\$ _____	Make checks payable to the Lincoln County Treasurer	
List Exchange Data _____		DO NOT SEND CASH	
_____		Thank You	



Lincoln County, South Dakota Spatial Data Products and Services

License Agreement

THIS AGREEMENT is made by the County Commissioners of Lincoln County, hereinafter called Licensor, and Purchaser of spatial data identified on the Order Form, hereinafter called Licensee..

Licensor is the owner and/or custodian of geographic information system data listed on the order form hereinafter called spatial data. Licensor may disclose and reproduce spatial data and charge fees for its products and services under chapter 1-27-1.2 South Dakota State Statutes

Licensee wants the non-exclusive and non-transferable right to use Lincoln County Government spatial data listed on the Order Form.

IN CONSIDERATION of the mutual conditions in this Agreement, Licensor and Licensee agree as follows:

1. RIGHTS GRANTED

This is not an agreement for sale; it gives Licensee certain limited rights to use Licensor's spatial data. All rights not specifically granted in this License Agreement are reserved to Licensor. Licensor retains exclusive title and ownership of spatial data and only grants to Licensee the non-exclusive and non-transferable right to use the spatial data products on the Order Form until this Agreement is terminated under Condition 6 or otherwise expires. Licensee agrees to use reasonable effort to protect spatial data from unauthorized use, reproduction, distribution or publication.

1.1 License of Data and Hard copy Map Products.

Licensor shall furnish data on the media and format in use by Licensor unless Licensee pays in advance for conversion to and purchase of another media and/or format readily available to the Licensor.

1.2 Restrictions of Use.

Licensed spatial data are solely for the internal use of the Licensee and not for the use by any other person, unless specifically stated under Licensee Information on the Order Form.

1.3 Permitted Use.

a. **Copies.** Licensee may copy licensed data only for use by Licensee or for backup purposes and not for use by any other person or entity. The licensed product can be used on more than one computer system at any time, provided the systems are owned, leased or controlled by Licensee.

b. **Derived Products.** Graphic displays and printed tabular listings derived from licensed data may be used in publications and presentations, provided that credit is given to Licensor as the custodian of spatial data and credit is given to the original source of the data if other than the Licensor.

1.4 Prohibited Use.

a. **Unauthorized Distribution.** Any sale, distribution, loan, or offering for use of licensed spatial data, in whole or in part, is prohibited without the express prior written approval of the Licensor.

b. **Reproduction of Products.** The reproduction of hardcopy products, as provided by the Licensor, with the intent to sell for a profit is prohibited without the written consent of Licensor.

2. ROYALTIES AND PAYMENTS

2.1 **Payment Upon Delivery.** Licensee shall pay all License Fees before or upon delivery of the product by Licensor to Licensee.

3. ASSIGNMENT

No Assignment. Licensee may not assign the License without the express prior written consent of Licensor. Assignment shall be only as a whole and not as a part.

4. INDEMNIFICATION

Licensee shall hold the Licensor, and all its employees, directors, volunteers and agents harmless from and against any claim, suit, or proceeding arising out of the use of the licensed data in accordance with this Agreement.

5. WARRANTIES AND LIABILITIES

Neither the Licensor nor the owner of these data makes any warranty, express or implied, as to the use or appropriateness of the licensed data, and there are no warranties of merchantability or fitness for a particular purpose or use. The information contained in the licensed data is from publicly available sources, but no representation is made as to the accuracy or completeness of

the data. Licensor may not be subject to liability for human error, defect, or failure of machines, or any material used in connection with the machines, including tapes, disks, punch card, and energy. Licensor shall not be liable for any lost profits, consequential damages, or claims against the Licensee by third parties. The liability of Licensor for damage regardless of the form of the action, shall not exceed the Licensee fee paid for the licensed data.

6. TERMINATION

6.1 **Termination.** In the event that the Licensee fails to faithfully perform its obligations under this License, Licensor may terminate this License. Termination by the Licensor shall not release the Licensee from its obligation to pay any fees required below.

6.2 **Causes for Termination.** Licensor shall have the right to terminate this Agreement if: a.)Licensee attempts to assign its rights without the expressed prior written consent of Licensor; b.) Licensee delivers or attempts to deliver the licensed data to another person without the prior written consent of the Licensor.

7. REMEDIES

Breach or Threatened Breach. In the event of a breach or threatened breach of any of the provisions of the agreement by Licensee or any employee, representative, or agent of the Licensee, Licensor shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude Licensor from pursuing any action or other remedy, including damages for any breach or threatened breach of this Agreement, all of which shall be cumulative.

8. MERGER

8.1 **Acknowledgement.** Licensee acknowledges that he/she has read this Agreement and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties and supersedes any oral or written communications or representations outside this written Agreement.

8.2 **Authority.** Persons whose signatures appear as or for Licensee below represent that they are authorized to do so and represent that Licensing Agreement is a legal, valid, and binding obligation as to Licensee and enforceable in accordance with its terms.

9. ADDITIONAL PROVISIONS

Laws of the State of South Dakota. This Agreement shall be governed by the laws of the State of South Dakota, and the parties submit to the jurisdiction of the courts of the State of South Dakota. This Agreement represents the entire agreement between the parties. This Agreement may not be modified except in writing signed by the parties. Waiver of any breach of the terms and conditions in this Agreement shall not be deemed to constitute a waiver of any other or future breach.

10. **SPECIFIC MODIFICATIONS** (To be completed by Licensor if Applicable) The following specific modifications are expressly incorporated and/or, the following expressed terms and conditions are incorporated into this Agreement.

Check here if additional specific modifications terms or conditions apply to this agreement.

Name of Attachment _____

Number of Pages _____

Licensor
Signature: _____

I have read and agree with this license Agreement

Licensee Initials _____