

# DIGITAL DATA ORDER FORM & LICENSE AGREEMENT

*(single use)*

Digitally Compiled and Maintained Spatial Data For Services Provided  
Staff Contact: Chris Zeitner: 541-726-3706 / Fax: 541-736-1021

PROJECT NUMBER: \_\_\_\_\_

**The City of Springfield, OR is providing the requested digital data for the exclusive use of the Requestor. No further distribution or second party use of this electronic data is allowed without the written approval of the City of Springfield, OR.**

1. Company Name (Requestor): \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Phone #: (     ) \_\_\_\_\_ ext. \_\_\_\_\_
5. Project Name: \_\_\_\_\_
6. Date Requested: \_\_\_\_\_ 7. Date Needed: \_\_\_\_\_ (five day minimum turnaround time on all requests)
8. Brief Description of Project: \_\_\_\_\_  
Requested Data: \_\_\_\_\_
9. Intended Use of Data: \_\_\_\_\_
10. Data formats: CAD (.DWG, .DGN, .DXF), GIS (.E00, .shp) or image file format requested (TIFF). \_\_\_\_\_
11. COST FOR REQUESTED DATA. (Minimum order: 45 acres @ \$2 per ac + 1 hr = \$150.00, excluding orthophotography)

Additional acres \$2.00 per acre and compilation time exceeding 1 hour: \$60 per hour.

- |   |          |                 |
|---|----------|-----------------|
| a. Minimum cost: (does not apply to DWF CD request)   | \$ _____ | <b>\$150.00</b> |
| b. Planimetric/DTM Data Requested, (\$2.00 per additional acre X _____):                        | \$ _____ |                 |
| c. Orthophotography Data Requested (\$40 per cell X _____):                                     | \$ _____ |                 |
| d. Additional Cost of Compiling (conversion, analysis, etc.) Digital Mapping Data (\$60.00/hr): | \$ _____ |                 |
| e. TOTAL COST (add lines a through d): (add \$5 Shipping if necessary)                          | \$ _____ |                 |

## TERMS OF AGREEMENT

**Requestor assumes all responsibility for the use of this product and agrees to hold harmless the City of Springfield against any loss or damage arising from any error, omission or positional inaccuracy of this product.**

The parties to this agreement are the agency or business firm requesting the digitally compiled spatial data who is also the end user of the data (referred to as Requestor) and the City of Springfield. By signing this agreement, Requestor agrees to be bound by terms of this agreement. Requestor understands that the digitally compiled spatial data provided under this agreement is provided "as-is" without warranty of any kind, either express or implied, including but not limited to implied warranties of fitness for a particular purpose. The relative accuracy and absolute accuracy of this product are not guaranteed by the City of Springfield. Requestor agrees that the City of Springfield's liability whether in contract, in tort (including negligence), in strict liability or otherwise shall not exceed the return of the license price and under no circumstance shall the City of Springfield be liable for any special, incidental or consequential damages, including personal injury, property damage, damage or loss of equipment, lost profit or revenue, cost of renting replacement and other additional expenses, even if the City has been notified of the possibility of such damages. The license to use this data shall be limited to internal use by the Requestor specified in this agreement. Any use by another party, or transfer of this digital data shall be subject to re-licensing.

13. Project Manager (name and title): \_\_\_\_\_
14. Signature (required): \_\_\_\_\_ (Date) \_\_\_\_\_

LIMITED WARRANTY: The City of Springfield will replace all defective diskettes within 5 working days, at no additional charge.  
PRICES ARE SUBJECT TO CHANGE: The City of Springfield reserves the right to change prices at any time without notice.

FOR CITY USE ONLY		PRIVATE PROJECT
CITY PROJECT		
Project No.: _____		Paid Cash: Yes / No
Account Codes: _____		
Authorization: _____		