

DIGITAL DATA ORDER FORM & LICENSE AGREEMENT

(multi-user)

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 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.

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: _____
Mapsheets grid cells: _____
9. Intended Use of Data: _____
10. Data formats: CAD (.DWG, .DGN, .DXF), GIS (.E00, .shp) or image file format requested (JPG). _____
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: \$ **\$150.00**
- b. Planimetric/DTM Data (\$2.00 per additional acre X _____): \$ _____
- c. Orthophotography Data (\$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): \$ _____

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 (Principal Requestor) and all named subcontractors who are also end users of the data, (collectively referred to as Requestors) and the City of Springfield. By signing this agreement, Requestors agree to be bound by terms of this agreement and Principal Requestor agrees to exercise best efforts to assure that all Requestors comply with the terms hereof. Requestors understand 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. Requestors agree 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 on the identified project by the Requestors specified in this agreement. Any use by another party, or transfer of this digital data shall be prohibited.

11. Project Manager / Principal Requestor (name and Title): _____
12. Signature (required): _____ Date: _____

Multi-use Requestors sign on attached page.

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: _____		

Requestor: _____

Signature: _____

Date: _____

CITY PROJECT	FOR CITY USE ONLY	PRIVATE PROJECT
--------------	-------------------	-----------------

Project No.: _____

Paid Cash: Yes / No

Account Codes: _____

Authorization: _____