

5. The DATA USER shall require any third-party contractor hired to perform work that utilizes the digital data provided by the Town to agree not to use, access, reproduce, alter, or redistribute the TOWN's digital data, except as necessary for the purpose hired by the DATA USER, in accordance with the conditions of this agreement.
6. All copies of the TOWN's digital data used by a third-party contractor must be returned to the DATA USER upon contract work completion. The provisions of this paragraph apply in equal force to any independent contractor that the DATA USER may choose to employ. The DATA USER shall provide any third party contractor with a copy of this signed agreement.

B. Liabilities and Limitations for the Accuracy of Digital Data Provided:

1. By signing this Agreement, the DATA USER shall become contractually bound to all provisions stated in this Agreement.
2. Although the TOWN has verified the digital data to the best of its ability, the TOWN makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. The TOWN additionally makes no warranties of merchantability or fitness for a particular use, nor is such warranties to be implied, with respect to the digital data provided under this Agreement.
3. The DATA USER is responsible for understanding the accuracy limitations of all digital data provided. Alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.
4. The User agrees to hold the TOWN and all its employees, and agents harmless from any claim, suit, or proceeding arising out of the use of the digital data in accordance with this agreement, including indemnification of the TOWN for reasonable expenses incurred in defending such claims.

C. Production of Printed Map/Report/Publication Products Using Digital Data Provided:

1. The DATA USER may reproduce digital data layers in the form of a printed product provided that the DATA USER abides by this agreement.
2. Any maps, reports, or publications created using the digital data provided by the TOWN shall give credit to the TOWN by using the following statement/disclaimer: "This (map/report/publication) was created with digital data from the Town of Front Royal Department of Planning & Zoning; however, this (map/report/publication) is a secondary product which has not been verified or authorized specifically by the TOWN.

D. Sharing of the GIS Data with Other Persons or Entities:

If at any time during this Agreement, the DATA USER determines that it is necessary to share portions of the GIS data with a person or entity not employed by the DATA USER as a consultant, contractor, or any similar person or entity for a limited public purpose, the DATA USER shall first request permission from the TOWN before sharing any portion of the GIS data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to the TOWN and shall specify the persons or entities that the DATA USER wishes to share the digital data with and the reasons why such sharing of information is necessary. Permission for the DATA USER to share the digital data provided by the TOWN with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate governmental purposes. Commercial or revenue-generating uses of the TOWN's digital data shall not be considered a legitimate purpose.

E. Payment:

All costs for the requested digital data, if any, shall be paid for by the DATA USER before receiving the requested digital data. Such costs, if any, and if paid by check, shall be made out to the "Town of Front Royal," and can be mailed to 101 East Main Street, Front Royal, VA 22630.

III. Signature(s) of Agreement

The UNDERSIGNED hereby accepts and agrees to be bound by the terms and conditions set forth in this agreement. It is fully understood that pursuant to this agreement the UNDERSIGNED is permitted to utilize the digital data provided by the TOWN.

The TOWN makes no representations of any kind, including but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data furnished hereunder. The TOWN assumes no responsibility to maintain the digital data in any manner or form.

I have the authority to legally obligate The User to the terms of this agreement.

This agreement shall be binding on the parties hereto, their successors in interest, and assigns.

Signature of UNDERSIGNED/DATA USER: _____

Date: _____

Printed Name: _____

Title: _____

Address/Phone: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN, TO-WIT:

SUBSCRIBED AND SWORN TO BEFORE ME THIS ___ DAY OF _____, 20___,
BY _____, WHOSE SIGNATURE IS EXECUTED ABOVE TO THE FOREGOING
INSTRUMENT AND WHO HAS APPEARED THIS DAY BEFORE ME,
_____, A NOTARY PUBLIC IN AND FOR THE COMMONWEALTH OF
VIRGINIA AT LARGE.

MY COMMISSION EXPIRES ON THE ___ DAY OF _____, ____.

Notary Public

Registration Number