

AGREEMENT FOR USERS OF SHAWANO COUNTY GIS DIGITAL DATA

The GIS digital data is sold by Shawano County as per the attached price schedule and may from time to time be amended. These prices represent an average reproduction cost, including but not limited to order, of administration, direct labor, computer time, supplies and delivery via US mail. FTP will be used wherever practical; media charges will be assessed separately. Purchase orders from municipalities are acceptable. Prepayment is required for all other entities. Municipalities may receive copies of the data for the cost of labor and materials.

Proprietary Rights. Redistribution of Shawano County data sets outside of user's organization/entity is **expressly forbidden**. The only exception is redistribution to consultants working for the user and only for those purposes related to user's Intended Use as set forth below in this Agreement and user shall ensure that any such consultant signs an acknowledgement agreeing not to disseminate such data to any person and/or entity. If it is determined that the user and/or its consultants have redistributed the data in violation of the terms of this Agreement, the persons and/or entity engaged in the wrongful distribution shall each be assessed three times the cost of the data set. The data shall immediately be returned to the County and destroyed. This section in no way limits the other rights and/or remedies Shawano County may have under the law to address any such wrongful distribution or dissemination.

Updates. Users of Shawano County GIS data sets buy copies on a one-time basis. Shawano County is under no obligation to specifically inform users of any updates to data thereafter. The burden of ordering and paying for the updated copies rests entirely upon the user.

Liability. Shawano County makes no warranty or representation, either expressed or implied, with respect to the data files which you have requested, or their quality, accuracy, performance, merchantability, or fitness for a particular purpose. As a result, the data files are transferred to you "**AS IS**" without any support whatsoever, and you the receiver, are assuming the entire risk as to its quality and performance. The data is neither a legally recorded map nor a legal land survey and is not intended to be used as one.

In no event will Shawano County, its elected or appointed officials, or employees or any third persons who have been involved in the creation, production, or delivery of the data or file(s), be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the data files or its documentation. In particular, Shawano County shall have no liability for any data stored or used, including the costs of recovering such data. This disclaimer shall apply not only to the current transfer of data files by the County to you but also to any future transfer of data files.

Furthermore, user agrees that it shall save, defend, hold harmless and indemnify Shawano County and all of its employees and officials from and against any and all claims, demands, liability and/or damages arising out of and/or relating to user's use of the data and/or this Agreement brought by any person, party, business and/or entity.

Scheduling. Data orders have equal priority with other project work. A good faith effort will be made to fill orders as promptly as possible within normal operations of the Land

Information Office. Users are encouraged to order early. Fax orders will be accepted, but original document must be on file with the County before release of any data.

Credits. Any hardcopy of original data sets shall clearly indicate their source. If the user has modified the data in any way whatsoever, they are obligated to describe the types of modifications they have performed on the hard copy map. User specifically agrees not to misrepresent Shawano County GIS data sets, nor to imply that changes they have made are approved by Shawano County.

Authorization. The signatory for the user represents and warrants that she/he is authorized to execute this document on behalf of the requesting organization/entity.

Intended use. Use of Shawano County's data is limited to the Intended Use as stated below. Any use other than the Intended Use is strictly prohibited in violation of this Agreement. The Intended Use is subject to Shawano County's approval.

Intended Use – User hereby declares that the use of the data under this Agreement is strictly limited to the following, and agrees that no exceptions shall be permitted:

Requestor Signature _____ Date _____

Printed Name _____ Title _____

Requesting Organization/Entity _____

Address _____

City/State/Zip Code _____

Phone # _____ E-Mail _____

Payment Information

Please make check payable to:

Shawano County GIS / TS

311 N Main Street.

Shawano, WI 54166

GIS DATA ORDER FORM

All vector data is provided as ESRI Shape Files in the Shawano County Coordinate System (SCCS), raster data is provided in Mr. SID files in the SCCS. Exports to other formats, database queries or any customization beyond the standard data offerings may incur additional fees.

All fees must be received prior to the data being processed and transferred.

If the data requested is unable to be e-mailed due to size or any other limitations the requester will need to provide transfer media or an upload site.

If you are looking for GIS data layers not listed below or have additional questions about ordering Shawano Counties GIS data contact gis@shawanocountywi.gov

_____	<u>Parcel Boundaries</u>
_____	\$10 per PLSS Section
_____	\$100 per PLSS Township
_____	\$2000 Countywide
_____	TOTAL OF LAYERS
_____	<u>Parcel Tax Attributes</u> (Joined with above layers)
_____	\$5 per PLSS Section
_____	\$50 per PLSS Township
_____	\$300 Countywide
_____	TOTAL TAX DATA
_____	<u>Tax Data Files (.xlsx) w/GIS acreage</u>
_____	\$350 Countywide
_____	\$.05 per parcel for custom queries.
_____	<u>LAYERS PER TOWN</u>
_____	GPS Monumented Corners
_____	NRCS Soils Coverage
_____	2' Contours
_____	TOTAL TILES OF \$20.00 PER LAYER
_____	<u>LAYERS COUNTY-WIDE</u>
_____	PLSS Coverage
_____	Road Network
_____	Hydrography
_____	Municipal Boundaries
_____	Watershed Areas
_____	Zoning
_____	TOTAL COUNTY COVERAGES OF \$35.00 PER LAYER
_____	Driveway Points
_____	Building Points
_____	TOTAL COUNTY COVERAGES OF \$100.00 PER LAYER
_____	<u>AERIAL LAYER 2024 COLOR FLIGHT</u>
_____	\$100.00 per PLSS Township
_____	\$10.00 per Section
_____	TOTAL OF LAYERS
_____	SUBTOTAL
_____	+ 5.5 % Sales Tax
_____	TOTAL CHARGE

Requestor E-mail: _____ **Phone:** _____

Received by: _____ **Date:** _____