

Buncombe County, North Carolina Geographic Information Systems (GIS) Data Distribution Agreement

I, _____, am an agent/employee with permission to act on behalf of _____ (DATA REQUESTER), and I understand and agree to the following conditions for receiving and / or accessing GIS data provided by the County of Buncombe, North Carolina (Buncombe County):

1. DATA REQUESTER will not resell or otherwise use GIS data provided by Buncombe County for commercial or trade purposes except as allowed by North Carolina Public Records Law (NC GS Chapter 132-10). If DATA REQUESTER does not agree to this condition, Buncombe County is under no obligation to grant use of its GIS data by DATA REQUESTER, and may choose to deny use of its GIS data by DATA REQUESTER. In recognition of the possibility that valuable services and products may be provided to Buncombe County citizens via commercial or trade use of its GIS data Buncombe County may, at its sole discretion, entertain and negotiate proposals from DATA REQUESTER for mutually agreeable terms under which Buncombe County would grant commercial or trade use of the GIS data by DATA REQUESTER. Some GIS data sets are jointly owned and maintained by Buncombe County and it's municipalities. If DATA REQUESTER (1) has requested one or more of these jointly owned data sets; (2) does not agree to the "no commercial or trade use" stipulation; and (3) proposes terms for acquiring the data, then all three parties must agree to DATA REQUESTER's proposal as a prerequisite to DATA REQUESTER receiving usage rights to the GIS data.
2. Buncombe County acquires, creates, develops, edits, and maintains GIS data to support its internal business functions and the public services it provides. Buncombe County provides access to its GIS data as a general service for county citizens, schools, businesses, organizations, visitors, and related governmental agencies. Buncombe County's GIS data holdings may not be suitable for DATA REQUESTER's purposes. The GIS data may contain information collected from and references to other sources, but such references should not be considered as an endorsement of or recommendation by Buncombe County, or by any other person or entity identified in this transaction.
3. Buncombe County makes no warranties, guarantees or representations as to the accuracy of its GIS data, and assumes no liability or responsibility for any errors or omissions in its GIS data. Independent verification of all information derived from the GIS data is strongly recommended. Under no circumstances will Buncombe County be held liable to any party who relies on information derived from its GIS data, and anyone relying on its GIS data does so at his/her own risk. **THE DATA REQUESTER AGREES TO INDEMNIFY BUNCOMBE COUNTY, INCLUDING COURT COSTS AND REASONABLE ATTORNEY FEES, FOR ANY CLAIMS FILED AGAINST THE COUNTY INVOLVING ANY ERRORS OR OMISSIONS IN THE COUNTY'S DATA AS IT RELATES TO THE DATA REQUESTOR'S PURPOSE.**
4. The distribution of this GIS data by Buncombe County does not create any right or benefit, substantive or procedural, enforceable at law or equity, by a party against Buncombe County, its agencies, its instrumentalities, its officers, its employees, or any other person.
5. **Special Condition for Security Sensitive Public Security Information** (NC GS Ch. 132-1.7)
Requests:

Some security sensitive GIS data sets are not public record. However, in the spirit of public service, Buncombe County may choose to provide non-security-sensitive elements of these GIS data sets as deemed appropriate by its

