



CANYON COUNTY, IDAHO GIS DATA ORDER FORM

Licensee Information

Date _____

Company or Organization Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

AVAILABLE DATA LAYERS

- Data Package (All Layers) _____ \$325 + tax
- Individual Layers (Select layer(s) from list below) _____ \$50 each + tax

- | | | |
|--|---|--|
| <input type="checkbox"/> City Limits | <input type="checkbox"/> Snake River | <input type="checkbox"/> Gravel Pits |
| <input type="checkbox"/> County Boundary | <input type="checkbox"/> Subdivisions | <input type="checkbox"/> Hydro (River, Lake & Canals) |
| <input type="checkbox"/> Hydrography | <input type="checkbox"/> Parcel Ownership (Table) | <input type="checkbox"/> Impact Area |
| <input type="checkbox"/> Lake Lowell | <input type="checkbox"/> Building Characteristics (Table) | <input type="checkbox"/> Permit locations issued by Canyon County Development Services (FY 2005, 2006, 2007, 2008) |
| <input type="checkbox"/> Mobile Homes | <input type="checkbox"/> Land Value (Table) | <input type="checkbox"/> Rail Road |
| <input type="checkbox"/> Parcel Annotation | <input type="checkbox"/> Non-routable Centerline | <input type="checkbox"/> Preliminary Plats |
| <input type="checkbox"/> Parcel Lines | <input type="checkbox"/> Highways | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> Parcels (Polygon) | <input type="checkbox"/> Dairies | |
| <input type="checkbox"/> PLSS Sections | <input type="checkbox"/> Feed Lots | |

ADDITIONAL DATA

(Not Included in Data Package)

Ortho Aerial Photography

- County-wide 2006 (\$150 + tax)
- County-wide 2007 (\$150 + tax)
- County-wide 2009 (\$150 + tax)
- County-Wide 2012 (\$325 + tax)

Routable Centerline

- \$350 + tax

Subdivisions & Surveys

- Quarterly updates via mail (annual fee of \$250 + tax)
- Recorded subdivision plats and record of surveys are scanned as TIFF files and distributed in CD format.
- *Note: Only for Current Year and Forward, Not for all Previous Years

County Plat Maps

- County-wide (\$100 + tax)
 - Individual Sections (up to 5 for free, then \$0.25 +tax each)
- Sections Requested (Please inc. Twn/Rng Info)

****PLEASE NOTE: IF DATA IS LICENSED FOR REPRODUCTION, A LICENSE FEE IN THE AMOUNT OF 3 TIMES THE ORIGINAL PRICE IS APPLIED.****

Licensee covenants and agrees that use shall be in accordance with License Agreement pages 1 through 3 attached hereto and incorporated herein by reference.

Name _____ Title _____

Licensee Signature _____ Date _____

Please send checks to:

Canyon County Assessor Office
County Courthouse – 111 N. 11th Ave – Suite 230
Caldwell, Idaho 83605

GIS DATA PRODUCTS

License Agreement

The following provisions are a license agreement between Canyon County and the undersigned licensee (Licensee) with respect to certain proprietary GIS Data Products (GIS Data) specified on an order form, which is considered a part of this license agreement.

The GIS Data will only be distributed to Licensee on the transfer media specified on the GIS Data Order Form. Licensee will need to download and view software supplied by the Licensee. The GIS Data is to be viewed on properly configured and compatible computer equipment using third-party system and application.

1. Authorized Operators

Unless otherwise specified in writing, the GIS Data Products will be utilized by Licensee's employees only.

2. Operating Environment/Copies

In consideration for the applicable license fees, Licensee will be granted a non-exclusive operations license to install, store, load, and display the GIS Data on as many local area networks and/or end-user PC or workstations as Licensee reasonably needs in support of the uses specified in Section 3 (Permitted Uses), provided the systems are owned, leased, or controlled by the Licensee. Licensee may copy GIS Data only for use by the Licensee or for backup purposes and not for use by any other person.

3. Permitted Uses

Licensee may display the GIS Data in unaltered form, or may incorporate, in whole or part, and use GIS Data for analysis, on plan documents prepared by Licensee. Licensee may distribute hard copies of such plans (and corresponding documents) to its customers, contractors, and reviewing agencies in the regular course of business, and may submit digital versions of such plan only to public reviewing agencies, if so required. Graphic displays and printed tabular listings derived from GIS Data may be used in publications and presentations, provided that credit is given to Canyon County as the custodian of the data and credit is given to the original source of the data if other than Canyon County. The aforementioned publications and presentations can be distributed digitally, provided that the GIS Data is distributed only as a graphic image or in tabular form. Digital distribution of the data in its raw format or as a georeferenced image is prohibited.

Licensees incorporating any Canyon County GIS Data into their plans under the terms of this agreement (whether by hand tracing, scanning, or importing of digital data) must place a statement of the following form in a conspicuous location on the face of such documents:

Information shown on this plan is based on copyrighted GIS Data from Canyon County, and may not be copied or reproduced without express written permission from Canyon County.

Licensee should tailor the note slightly so as to reflect the nature of the GIS Data used, and may insert the phrase "in part" between the words "based" and "on," if applicable.

4. Reproduction of Documents

The reproduction of hardcopy products, as provided by Canyon County, with the intent to sell for a profit is prohibited without the consent of Canyon County. Canyon County may withhold consent in its sole discretion.

5. Reservation of Rights

GIS Data contains proprietary information belonging exclusively to Canyon County. Canyon County claims copyright and trade secret protection in the GIS Data including the selection, arrangement, and coordination of the GIS Data as a whole, and in each constituent element of data provided. Licensee does not obtain any ownership or intellectual property rights in the GIS Data (including any digitally resampled and processed image derived from the GIS Data). Instead, Licensee obtains a limited non-exclusive license to use the GIS Data and output generated there from for the authorized purposes specified herein.

Licensee will at all times use due diligence to safeguard and to protect all such confidential and proprietary information pertaining to the GIS Data. Licensee will ensure that all marks, notices, or legends pertaining to the origin, identity, or ownership of the GIS Data and all output generated from the GIS Data are properly applied and remain intact and clearly legible. Canyon County reserves all rights not expressly granted to the Licensee.

6. Price and Payment

Licensee will pay Canyon County a Licensee Fee in the amount set forth in the GIS Data Price List, which is incorporated into this agreement by reference. The fees states in the Price List do not include the price of updates. The applicable fees are payable by Licensee prior to receipt of GIS Data.

7. Transfer of License

Licensee may not assign, sublicense or transfer all or any part of Licensee's rights or obligation under this agreement without Canyon County's written consent and any attempt to the contrary will be void and a material breach of this agreement. Canyon County may withhold such consent in its sole discretion. A transfer of this agreement will terminate any right to Licensee's continued possession or use of the GIS Data and Licensee must promptly return the original media and destroy all remaining copies of the GIS Data in Licensee's possession or under Licensee's control.

8. Warranties

Canyon County makes no warranty, express or implied, and disclaims all implied warranties of merchantability, integration, title, and fitness of the GIS Data for a particular purpose.

9. Liabilities

In no event will Canyon County be liable, whether in contract, tort (including negligence) or otherwise, for any direct, indirect, incidental or consequential damages including lost savings or profit, attorney's fees, lost data or business interruption even if Canyon County is notified in advance of such possibility. This includes damages incurred by Licensee or any third party.

By signing this agreement and accepting the GIS Data, the Licensee acknowledges that the Licensee assumes all risks which may arise from the use of the GIS Data.

10. Term and Termination

This agreement will terminate automatically if Licensee breaches any provision of it. Licensee may terminate this agreement at any time at Licensee's election. Termination of this agreement will terminate Licensee's right to possess or use the GIS Data. Upon termination, Licensee agrees to immediately destroy the original and all copies of the GIS Data and cease all further use of it. Termination will have no effect on Licensee's obligation to safeguard and protect proprietary rights of Canyon County under Section 5 (Reservation of Rights), disclaimers under Section 8 (Warranties), or limitations under Section 9 (Liabilities). Licensee is responsible for purchasing any updated GIS Data they may require during the term of this agreement.

11. Remedies

In the event of a breach or threatened breach of any of the provisions of the agreement by the Licensee or any employee, representative, or agent of the Licensee, Canyon County shall be entitled to preliminary and permanent injunctive relief to enforce the provision hereof, but nothing shall preclude Canyon County from pursuing any action or other remedy, including damages for any breach or threatened breach of this agreement, all of which shall be cumulative.

12. Disputes, Choice of Law

This agreement shall be governed by and construed in accordance with the substantive laws of Idaho without regard to principles of conflict of law. Licensee will bring any action against Canyon County in a court of competent jurisdiction in Canyon County, Idaho, within one year after the claim arises, or be barred. Licensee waives any right to a jury trial.

13. Miscellaneous

The License Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This document and a photocopy in good form shall be considered an original document with

authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question.

This agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of Canyon County. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect. Waiver of any breach of the terms and conditions of this agreement shall not be deemed to constitute a waiver of any other or future breach.

IN WITNESS THEREOF, for adequate consideration and intending to be legally bound, the parties have caused this agreement to be executed by their duly authorized representatives.

Agency: _____

Signature: _____

Name: _____

Title: _____

Date: _____

To be completed by Canyon County's GIS Representative

Signature: _____

Title: _____

Date: _____

Check here if additional specific modifications apply to this agreement. The following specific modifications are expressly incorporated into this agreement:

Name of Attachment: _____

Number of Pages: _____ and/or, the following express terms and conditions are incorporated.