

**STATE OF SOUTH CAROLINA**            )  
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  )  
**COUNTY OF GREENVILLE**            )  
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**RELEASE        AND        INDEMNITY  
AGREEMENT**

FOR AND IN CONSIDERATION of the County of Greenville's, and/or the City of Greenville's, release and distribution of the following data from the Greenville County GIS Landbase, and/or the City of Greenville GIS database, as applicable,

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the Requestor/User hereby acknowledges and agrees to the following terms:

**1.     Product Ownership**

All information, digital data, studies, reports, patents, copyrights and plans obtained by and prepared for and by Greenville County's Division of Geographic Information Systems for the purpose of performing this work shall remain the property of County of Greenville (hereinafter "the County"), and all information, digital data, studies, reports, patents, copyrights and/or plans obtained by and/or prepared by and for the City of Greenville GIS Division for the purposes of the City of Greenville shall remain the property of the City of Greenville. It is expressly understood that County, and/or City, as applicable, has exclusive control of all information developed for this work product. Any use of this data for sale or re-sale shall be retained by the County and/or City, as applicable, and negotiated for use by the Division of Geographic Information Systems of County and/or City, as applicable, and any use inconsistent with the foregoing is prohibited. Requestor/User agrees that any misappropriation or misuse of the Products will cause serious damage to the County and/or City, as applicable, and that, because money damages may not constitute sufficient compensation, any misappropriation or misuse shall justify and allow the County and/or City, as applicable, to apply to any court having jurisdiction for an injunction or other proper relief and, if relief is granted, the County and/or City, as applicable, shall be entitled to the reasonable expenses of the legal action including attorney's fees.

## **2. Use Limitation**

The data contained in the Greenville County GIS Landbase and/or City of Greenville database does not constitute a land survey and is provided only for reference use purposes. Any other use is not authorized by either the County or the City, or by this release agreement. Neither the Greenville County Division of Geographic Information Systems digital data nor the City of Greenville GIS Division data shall be copied, reproduced or used in any form by any party other than Requestor/User or an agent of Requestor/User and shall not be sold or distributed by any party.

## **3. Assumption of Risk**

Requestor/User understands and acknowledges that the data contained in the Greenville County GIS Landbase and/or the City of Greenville GIS Division database is subject to constant change and its accuracy cannot be guaranteed. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Neither the County nor the City warrants that the data will meet the requirements of Requestor/User, or that the data will be error free, or that data defects will be corrected. The entire risk as to the quality, performance and usefulness of the data rests with Requestor/User, and the Requestor/User takes and uses said data at its/his/her sole risk and expense.

## **4. Indemnify; Defend; Hold Harmless**

Requestor/User releases County and/or City, as applicable, and their officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproducing any programs or data stored in or used with the Greenville County GIS Landbase and/or the City of Greenville GIS database information provided herein, damage to property, damages for personal injury, including death, or for any lost profits, lost savings or other special, incidental or consequential damages arising out of the use of or inability to use the Greenville County GIS Landbase and/or the City of Greenville GIS database, as applicable. Requestor/User shall indemnify and hold harmless County and/or City, as applicable, its/their officers, agents, consultants, contractors, and employees from and against any and all liability claims or damages to any person, including death, or property arising from or connected to the use of the information from the Greenville County GIS Landbase and/or the City of Greenville GIS database, as applicable.

**5. Data Source Acknowledgement**

Requestor/User agrees to properly acknowledge and cite the source of these data in any map, report, publication or other product for which all or portions of these data are used.

I FURTHER STATE that this Release Agreement is freely and voluntarily given; and

I FURTHER DECLARE and represent that the data provided to me will be used to:

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I CERTIFY THAT I have read, understood and, by my signature below, agreed to the terms of the Release Agreement.

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*Signature of Requestor/User*

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*Date*

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*Print Name*

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*Company /Affiliation Name*

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*Title*

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*Address, City, State, Zip*

(\_\_\_\_\_) \_\_\_\_\_  
*Area Code Phone Number*

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*E Mail*