

## GIS LICENSE AGREEMENT

For and in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. \_\_\_\_\_, hereinafter referred to as “Licensee”, hereby requests from the City of Aspen and Pitkin County, Colorado, the product, data, or information, hereinafter referred to as “Data”, described in Paragraph “3” below and represents that this request is made on Licensee’s own behalf or as the authorized agent on behalf of \_\_\_\_\_.
  
2. In accepting the Data from the City of Aspen and Pitkin County, Licensee hereby acknowledges the limitations of such Data and the restrictions on its use as set forth below:
  - a. The Data being provided is intended to comply with the Colorado Open Records Act. Further, the Data contains valuable confidential and proprietary information and is protected by the copyright laws of the United States of America and is being furnished with all rights reserved. No part of the Data may be copied, reproduced, or transmitted in any form (except for the internal, non-commercial use of the Licensee) or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information/data retrieval system. Licensee shall not license, re-license, sub-license, assign, release, publish, transfer, sell, give away, or otherwise make available any portion of the Data to a third party without the prior express written permission of the City and of Aspen and Pitkin County.
  
  - b. The Data, which is the subject of this Agreement and which is generally referred to as geographic information systems or GIS data, has been developed solely for internal use by the City and County, and the City and County makes no warranties, representations, or guarantees, either express or implied, as to the completeness, accuracy, or correctness of the Data and does not accept or assume any liability arising from or for any incorrect, incomplete, or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either express or implied, of merchantability or fitness of the Data for a particular purpose or use.
  
  - c. The City of Aspen and Pitkin County is not responsible for incidental, consequential, or special damages arising from the use of the Data provided to Licensee. Licensee agrees that the Data shall be used and relied upon only at the risk of Licensee. Licensee agrees to indemnify and hold harmless the City and County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Data which is the subject of this Agreement.

d. Licensee agrees to pay to the City of Aspen and Pitkin County the following:

1. \$\_\_\_\_\_ for a license to use the current set of data for a period of twelve months beginning on \_\_\_\_\_ and terminating on \_\_\_\_\_. Upon termination of this License Agreement, Licensee agrees to either enter into a Maintenance Agreement with the City and County as provided below or to cease using the Data.

2. The currently prevailing rate for a twelve (12) month extension of this License Agreement. During any extension in accordance with this provision, Licensee shall be entitled to any updated Data generated by the City and County, if any.

e. Additional conditions of and/or rights relating to the release to Licensee of the Data are as follows:

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f. Licensee warrants and represents to the City and County that he/she/it has full power, right, and authority to enter into, and where applicable, to act as agent for \_\_\_\_\_ and to be bound to perform all the terms and conditions pursuant to this request for Data.

g. This Agreement embodies the entire agreement between the parties. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions, or amendments, to the Data which are the subject of this Agreement.

h. Licensee shall immediately notify the City and County in writing of any and all defects, errors, inaccuracies, or any other problems with the Data discovered by Licensee.

3. Description of Data:

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In witness whereof, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LICENSEE**

**CITY OF ASPEN AND PITKIN  
COUNTY, COLORADO:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone** \_\_\_\_\_