

Data Request Form



Grundy County
GIS Department

Procedure

1. After specifying your request and receiving confirmation, including cost, as per the instructions on the Data Distribution page¹, print and fill out this form.
2. **Accept the Terms and Conditions** by signing as indicated on page 3.
3. Mail this form, *including the signed Terms and Conditions*, and a check for the total cost of your order, if a firm price for your order has been received, to the address shown below. (Keep a copy of the completed form and the signed Terms and Conditions for your records.)

Date: _____	E-mail: _____
Name: _____	Mailing address
Title: _____	_____
Organization: _____	_____
Department: _____	_____
Phone: _____	_____

Data Request Details

Data Description: _____

Desired File Format: Esri geodatabase shapefile

Delivery Method: FTP
Pickup

Cost	Quoted Price:	\$.
	Add \$10.00 for USB Flash drive pickup ² :	\$.
	Total Enclosed:	\$.

Your check number (optional): _____

MAKE CHECKS PAYABLE TO: Grundy County GIS Automation Fund

Make sure your check is for the exact amount of purchase—*no cash refunds will be made for checks written for more than the amount due.*

MAIL TO: Grundy County GIS Department
Attention: Dave Ostrander
1320 Union St.
Morris, IL 60450-2426

¹ <http://www.grundyco.org/gis-data-request>

² 24-hour notice please

Grundy County GIS Department Client Services

STANDARD TERMS AND CONDITIONS

SCOPE OF SERVICES TO BE PERFORMED

Grundy County GIS Department (GCGIS Department) shall perform those services which are specified and described in the form on Page 1. The form will also indicate the estimated cost for performing the specified services. Work will commence only after both the service specification and the cost estimate have been agreed to and approved by the client.

COMPENSATION AND METHOD OF PAYMENT

GCGIS Department services are provided on a time and material basis. GCGIS Department reserves the right to renegotiate the not-to-exceed hours limit if Client changes the project requirements, or if the original labor estimate is incorrect. Labor is billed according to the published price for actual hours worked. Costs for printing and plotting services are billed according to GCGIS Department published prices. Other costs, including, but not limited to, travel, special software, custom data, etc., will be invoiced at actual cost. GCGIS Department shall submit invoices for work performed to Client for payment on a monthly basis, and Client shall pay GCGIS Department the invoiced amount within thirty (30) calendar days of the invoice date. Balances past due 30 days incur 1% monthly interest. Payment shall be made to the address identified on the GCGIS Department invoice.

GCGIS Department reserves the right to change the published labor and printing prices at the beginning of each calendar year or at other times if costs change significantly, provided that advance notice is given to Client.

TAXES

Costs for staff time and material are quoted exclusive of any state sales tax or other local taxes. Any taxes due will be added to the invoice for payment by Client.

CANCELLATION

If a project is cancelled by Client before completion, Client will be liable for payment for (1) The completed deliverables provided prior to the effective date of the cancellation; and (2) GCGIS Department's costs for terminating activities related to the provision of the work, including the cost of partially completed work, that GCGIS Department cannot reasonably avoid. Cancellation of a project by Client shall release GCGIS Department from any obligation to provide further work subsequent to the cancellation.

GUARANTEE/WARRANTY

Client understands, acknowledges, and agrees that, to the maximum extent permitted by law, GCGIS Department will provide all products and services "as-is", without any guarantee or warranty of any kind, either express or implied. GCGIS Department does not guarantee or warranty that (1) The deliverable items furnished for this project will meet Client's needs or expectations in all respects; or (2) Any system design or plan it provides will perform to Client's expectations or requirements in all respects, or will work without interruption, or that all system nonconformities, defects, or errors can or will be corrected. GCGIS Department specifically disclaims all warranties, express or implied. Client further acknowledges and agrees that (1) Client is not relying on any GCGIS Department statements, promises, or information; (2) To the extent that the deliverable items are to be used by Client for making judgments, the deliverable items are intended for use solely by professionals trained in making those judgments; and (3) GCGIS Department is not responsible or liable for any consequences or damages which may result from Client's use of deliverable items to make any such judgments.

OWNERSHIP AND RIGHTS OF USE

Any copyrightable or patentable new material that results from services rendered by GCGIS Department to Client shall be the sole property of Client, provided that GCGIS Department shall have and retain a perpetual, non-exclusive, royalty-free right to use any and all such new material at and in GCGIS Department's sole discretion. GCGIS Department may include Client name and work samples in future informational material, unless requested otherwise by Client.

Signed acceptance of these terms and conditions is required on Page 3.

THE DATA OR MAP PRODUCT(S) WHICH YOU ARE ORDERING ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

DISCLAIMER

The data available or map product(s), including all data, maps, tables, numbers, graphics, and text (collectively, the "information"), is provided on an "AS IS," "AS AVAILABLE", and "WITH ALL FAULTS" basis. Neither Grundy County nor any of its officials and employees (collectively, "Grundy County") makes any warranty of any kind for this information, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose; nor shall the distribution of this information constitute any warranty. Grundy County regularly and frequently updates its data layers. As a result, the information will be superseded over time and without notice. You should order updates regularly. Grundy County assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information available in the data or map product(s); nor does it represent that the use of any information will not infringe privately-owned rights. **You use it at your own risk.** Information in the data or map product(s) is not intended to constitute advice, nor is it to be used as a substitute for specific advice from a licensed professional. You should not act (or refrain from acting) based upon information in the data or map product(s) without independently verifying the information and, as necessary, obtaining professional advice regarding your particular facts and circumstances. References to any specific commercial product, process, or service by trade name, trademark, or manufacturer do not constitute or imply endorsement, recommendation, or favoring by Grundy County.

COPYRIGHT

Grundy County reasonably believes that making this information available for your inspection of the data or map product(s) is not an infringement or other violation of any intellectual property rights. To the extent copyright in said information is held by Grundy County, you are hereby permitted by Grundy County to copy, distribute, and otherwise use the information with one exception: **no one is permitted to sell this information except in accordance with a separate written agreement with Grundy County.** Provided, however, that insofar as the information made available in the data or map product(s) contains material for which others may assert a copyright or other property interest, Grundy County makes no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information. Furthermore, Grundy County expressly disclaims any responsibility to defend or indemnify you against claims that others may assert based on your copying, distribution, or other use of any of the information. **You use the information at your own risk.**

I accept and will abide by all of the terms and conditions on Pages 1, 2, and 3.

Signature _____ Date _____

(Print name _____)