

Commercial User License Agreement

BY USING THE ENCLOSED SOFTWARE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS YOU MAY RETURN THIS PACKAGE (INCLUDING ALL ACCOMPANYING ITEMS) TO THE PLACE YOU OBTAINED IT FOR A REFUND.

Coconino County GIS data (hereafter "Data") provided under this License Agreement is licensed, not sold. You obtain no rights other than those specifically granted to you under this license. The term "Data" means the original and all whole or partial copies of it, including modified copies or portions merged into other data. Coconino County (hereafter "County"), retains title to the Data. The Data provided under this Agreement may contain or be derived from portions of material provided by third parties. County has assumed the responsibility for selection of such materials and their use in the Data licensed hereunder. Nevertheless, you, and neither County nor such third parties, are responsible for the selection of the Data for your purposes, and for the installation of, use of, and results obtained from the Data.

LICENSE:

Under this license, you may: use the Data on multiple computers; copy the Data for backup and/or resale as part of a licensee provided value-added service or software application. This license is non-transferable. Data may not be duplicated for resale in its original, unaltered form.

LIMITED WARRANTY, MEDIA:

County warrants that for a period of ninety days after delivery to the original user, as evidenced by a receipt, the Data shall conform substantially to the specifications as set forth in the documentation relating thereto, and both County and all of its licensors expressly disclaim all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability and/or fitness for a particular purpose. County's sole responsibility shall be, at County's sole option, to: (1) modify or replace the Data so that the Data, as modified or replaced, conforms substantially to the specifications; or (2) to refund the original purchase price, as evidenced by a receipt.

LIMITATION OF REMEDIES:

County shall have no other liability with regard to the Data. County does not warrant that the Data will meet the requirements of Licensee or that the operation of the Data will be error free, or that Data defects will be corrected. The entire risk as to the quality and usefulness of the data and the entire risk arising out of the use or performance of this Data and documentation rests with Licensee. In no event shall County, or anyone else involved in the creation, production or delivery of this Data, be liable for any damages whatsoever whether in contract or in tort, including but not limited to lost profits, lost savings, lost data, business interruption, computer failure or malfunction, or other pecuniary loss or any direct, indirect or incidental damages or other economic consequential damages, or for any claim or demand against Licensee by any other party, arising out of the use or inability to use this Data, even if County, or anyone else involved in the creation, production or delivery of this Data, has been advised of the possibility of such damages. The limitation of remedies described in this Section also apply to any third-party supplier of materials to County. The limitations of liabilities of County and its third-party suppliers are not cumulative. Each such third-party supplier is an intended beneficiary of this Section.

CAUTION:

The data comes from many diverse sources; is actively being worked on by County; is subject to constant change; and may not be complete, accurate or up-to-date. The x,y coordinates may be in error by several hundred feet or more. Layers may have registration errors and not overlay each other correctly. All data is provided as is, with all faults. The data is intended only to depict approximate locations.

GENERAL:

You may terminate your license at any time. County may terminate your license if you fail to comply with the terms and conditions of this license. In either event, you must destroy all your copies of the Data. This license is governed by the laws of the State of Arizona, without reference to the choice of law provisions of Arizona law.

ACKNOWLEDGMENT:

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. You also agree that this Agreement is the only agreement between you and County and cannot be modified by any purchase orders, advertising or other representations by anyone, unless a written amendment has been signed by an authorized officer of County.

**VERIFIED STATEMENT OF COMMERCIAL PURPOSE
PUBLIC DATA REQUEST**



**COCONINO COUNTY
GEOGRAPHIC INFORMATION SYSTEMS**

2500 N Fort Valley Rd
Flagstaff, AZ 86001
☎: (928) 679-7800
GIS@coconino.az.gov

Caution: Arizona Revised Statutes §39-121.03(C) provides:

“A person who obtains public records for a commercial purpose without indicating the commercial purpose or who obtains a public record for a noncommercial purpose and uses or knowingly allows the use of such public record for a commercial purpose or who obtains a public record for a commercial purpose and uses or knowingly allows the use of such public record for a different commercial purpose or who obtains a public record from anyone other than the custodian of such records and uses them for a commercial purpose shall in addition to other penalties be liable to the state or the political subdivision from which the public record was obtained for damages in the amount of three times the amount which would have been charged for the public record had the commercial purpose been stated plus costs and reasonable attorney’s fees or shall be liable to the state or the political subdivision for the amount of three times the actual damages if it can be shown that the public record would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records.”

A commercial purpose is defined by Arizona Statue as the use of a public record for the purpose of:

- The sale or resale of for the purpose of producing a document containing all or part of the copy, printout, or photograph for sale, or
- Obtaining of names and address from such public records for the purpose of solicitation, or
- For any purpose in which the purchaser can reasonably anticipate the receipt of monetary gain from the direct or indirect use of such public record.

Data is for general planning purposes only. No warranty is given or implied.

Payment is due prior to order processing.

This is a final delivery and not a trial or evaluation version of the data.

This form is required to be filed by commercial users pursuant to A.R.S §39-121.03(C).

I, _____, am the _____ of
(Name) (Title)
 _____, located at _____, which
(Company Name) (Address)
 is engaged in the business of _____. I am requesting the following information:

(State use of public records. Use back or additional sheets if needed.)

Which I can reasonably anticipate will result in the monthly amount of \$ _____ from the direct or indirect use of these records.

Signature

Date

Notary Public

Date Commission Expires

SUBMIT TO: gis@coconino.az.gov