



CITY OF NEW BEDFORD, MASSACHUSETTS GIS DATA REQUEST

REQUESTED BY: _____ DATE: _____
ORGANIZATION: _____
ADDRESS: _____
PHONE: (____) _____ - _____ E-MAIL: _____
FORM OF PAYMENT: CASH _____ CHECK _____ CHECK # _____ (PAY TO: CITY OF NEW BEDFORD)

Disclaimer and Release Agreement:

1. The City of New Bedford (hereafter "City") provides the requested Geographic Information Systems (GIS) data in good faith, "as is," without warranty of any kind, either express or implied.
2. The party requesting the data (hereafter "Requester") acknowledges that he/she is aware of the conditions contained herein.
3. The requester acknowledges that the City does not attest to the accuracy of the information provided and that it may contain errors due to scale, environment, resolution, rectification, positional accuracy, development methodology, time period, environmental and climactic conditions, and other circumstances specific to these data. Requester bears sole responsibility for the use of data and attests that he/she will not use these data in violation of any federal, state or local laws or regulations. The Requester shall not rely on the requested data for purposes of determining the exact location of existing features, including utilities, structures, wetlands, etc., and requester shall be fully liable for any and all damages which may arise out of the Requester's failure to locate and/or preserve any such features.
4. To the greatest extent permitted by law, Requester agrees to defend, indemnify and hold harmless the City and its agents, servants, employees, successors, heirs, executors, insurers, attorneys, administrators and all other representatives, of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of Requester's use of these data, including but not limited to incidents involving the Requester's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.
5. The City does not intend to restrict the distribution of printed or plotted hardcopy maps produced from the digital data. The Requester is obligated to identify and describe any modifications performed to the data and shall not imply that the City approved changes made unless otherwise authorized.
6. Any maps, publications, reports, or other documents produced that utilize these data will credit the sponsors as the source of these data, such as "GIS data supplied by the City of New Bedford."
7. The Requester shall further ensure that use of these data or data products derived therefrom, shall be accompanied by a statement displayed or attached thereto which includes the following disclaimer:
"The City of New Bedford makes no claims, representations, or warranties, express or implied, concerning the accuracy of the GIS data and GIS data products furnished by the City, including validity of use. These data shall not be used in violation of any federal, state or local laws or regulations."
8. The Requester acknowledges that he/she has no claim to any data updates.
9. Digital data are to be used solely for internal purposes. Secondary distribution of these data is not supported. Data is intended for the sole use of the Requester. It is not to be distributed or resold to other agencies, organizations, companies or individuals without the prior express written consent of the City. Data may be enhanced, analyzed, manipulated or output by the duly authorized agents of the Requester but only for the purposes and use of the Requester.
10. The City may charge fees for some of the costs associated with the processing, handling and distribution of data, including paper maps, digital data or other digital data products in accordance with Massachusetts Public Records Law M.G.L. c.66, s.10 (a). Fees are listed below. The City may choose to waive such fees entirely or in part.

The Requestor acknowledges that he/she has read, understands and agrees to the terms and conditions of this agreement.

Signature: _____

Date: _____

Printed Name: _____

Please briefly describe your intended use for the data requested: _____
