



GIS Map and Data Request Form

Terms of Service

This TERMS OF SERVICE AGREEMENT (“Agreement”) is made between the City of Atlanta Department of Watershed Management (“City”) and any person (“User”) who completes the GIS Data Request Form to request geographic information system (“GIS”) maps or data from the City’s interactive online webpage (“Service”). City and User are collectively referred to as the “Parties.”

By clicking the button to accept the terms of service, User expressly agrees to and consents to be bound by all of the terms of this agreement. If User does not agree to all of the terms of this agreement, the button to accept the terms of service must not be selected, City will promptly cancel this transaction and City will not provide any GIS maps or data.

1. **AS IS**

City does not insure, warrant, or represent the accuracy and/or reliability of the GIS data and/or any spatial and temporal integrity of the GIS data provided to User. User hereby accepts the GIS data in an “AS IS” format and expressly assumes all risks and liabilities, which may arise in any way from the GIS data furnished by City to User. The User shall indemnify and hold City harmless from any damages or claims whatsoever that may result from inaccuracies, omissions, or errors which may exist in any portions of the GIS data. This Agreement in no way entitles User or any of its officers, agents, employees, or representatives to recover any damages whatsoever from City for unreliable or inaccurate GIS data.

2. **GIS DATA NON-TRANSFERABLE**

User hereby agrees that the GIS data and any other digital information provided by City is and shall at all times remain the property of City. User further agrees that the GIS data will not be distributed, licensed, sold, transferred, shared, or otherwise provided to any third party for any reason whatsoever without prior written approval of City.

3. **SCOPE OF DATA**

User acknowledges and understands that the GIS data requested by User shall only cover the area requested by the User and located within the boundaries of the City of Atlanta Department of Watershed Management’s service area.

4.

USE OF DATA AND NO INTEREST

The provision by City of electronically formulated GIS data or any other information/digital databases and/or mapping products to User is authorized only for the limited purpose of assistance to User in connection with its performance of the project it describes on any application forms or data request forms. Any use of the GIS data for any other purposes is expressly prohibited, including without limitation, the sale, transfer, reproduction or duplication, distribution to another party, or integration into a GIS database owned or maintained by User, or allowing others to transfer, duplicate, distribute to another party, or integrate into a GIS database owned or maintained by others. User shall not sublicense, assign, or transfer the GIS data or this Agreement except as permitted in writing by City. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this Agreement is void and may result in termination of this Agreement by City. User acknowledges and agrees that its use of the GIS data is non-exclusive, non-assignable and non-transferable. User hereby acknowledges that by making, executing, and delivering this Agreement, City does not confer upon User any right, title, interest, or estate in the GIS data, nor confer upon User a license coupled with an interest and User is estopped from claiming any such right, title, interest, estate, or a license coupled with an interest in the GIS data.

5.

NOTICE AND DISCLAIMER

User acknowledges and represents that GIS data, as well as each publication of GIS data provided to User by City, will contain the following notice and disclaimer:

“The GIS data contained herein has been compiled from government and non-government technical reports and from material supplied by various sources. It is intended to be used for reference purposes only. The City of Atlanta does not insure, warrant, or represent its accuracy or reliability. In addition, the GIS data is provided without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular use, nor is it warranted that the GIS data will meet User’s requirements. The User is further cautioned that the GIS data should not be used in lieu of other references, specifications, or standards. Publication of the GIS data by the City is not an expression of the opinion of City as to the quality or durability of any product mentioned. To the maximum extent permitted by law, in no event will City be liable for any consequential, incidental, direct, indirect, special, punitive, or other damages whatsoever, whether based on contract, tort, negligence, strict liability or otherwise, arising out of or in any way related to the use of or inability to use the GIS data, even if City has been advised of the possibility of such damages. Any use of this GIS data for advertising, promotional purposes, or any other commercial purposes in conjunction with the name of City is expressly prohibited.”

7.

AGENCY

For the purposes of this Agreement, User is not an agent of City, and User has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of City.

8.
USER REPRESENTATIONS

User represents and warrants to City that: (1) User is over the age of eighteen (18) and has the power and authority to enter into and perform User's obligations under this Agreement; (2) all information provided by User to City is truthful, accurate, and complete; (3) User is authorized to pay the Fees; (4) User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth in Sections 1 through 5; and (5) User has provided and will provide accurate and complete registration information, including, without limitation, User's legal name, address and telephone number.

9.
LIMITATION OF LIABILITY

Under no circumstances shall City be liable to User or any other person for any indirect, incidental, consequential, special or punitive damages for any matter arising from or relating to this agreement, the GIS data or the internet generally, including, without limitation, User's use or inability to use the data, any changes to or inaccessibility of the data, delay, failure, unauthorized access to or alteration of any transmission or data, any material or data sent or received or not sent or received, or any data or material from a third person accessed on or through the User, whether such liability is asserted on the basis of contract, tort or otherwise. In no event shall City's total liability for direct damages exceed the total fees paid by User to City hereunder. User's sole and exclusive remedy shall be for User to discontinue use of the data and terminate this agreement.

10.
INDEMNIFICATION

User agrees to indemnify, hold harmless and defend City, its elected officials, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (1) this Agreement; (2) User's use of the data, including any data or work transmitted or received by User; and (3) any unacceptable use of the data, including, without limitation, any statement, data or content made, transmitted or republished by User which is prohibited as unacceptable under Section 4 of this agreement.

11.
GENERAL PROVISIONS

- 11.1. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire, or any other cause beyond the reasonable control of the party that was delayed or unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will

resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

- 11.2. The Parties hereby acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- 11.3. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any other right under this Agreement.
- 11.4. In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable for any reason or in any respect, the validity, legality, and enforceability of the remaining paragraphs and provisions shall not in any way be affected or impaired thereby.
- 11.5. The provisions of this Agreement shall: (a) constitute the entire agreement between City and User with respect to the subject matter hereof and (b) supersede any negotiation, proposal or agreement, written or oral, prior to the date of execution of the Agreement, there being no agreements or understandings other than those written and specified herein.
- 11.6. Unless otherwise specifically recognized herein, this Agreement shall not be modified or amended except by written agreement duly entered into and executed by the parties with the same formality as this Agreement.
- 11.7. This Agreement shall not be assigned by either party.
- 11.8. This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force until terminated. User may terminate this Agreement for any reason upon thirty (30) days prior notice to City. Upon termination by the User, User shall return the GIS data to the City. City reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) direct User to delete all or any portion of the GIS data requested; and (b) terminate this Agreement