



# TOWN OF CANTON LAND USE OFFICE

4 Market Street, Collinsville, Connecticut 06022

## Geographic Information Systems Data Distribution Agreement

This Data Distribution Agreement is between the Town of Canton (“town”) and the undersigned customer (“Customer” or “Requestor”) governing certain proprietary Geographic Information Systems Data Products (“GIS Data”) specified on the GIS Data Request Form, which is incorporated by reference herein.

The undersigned requestor agrees to the following:

1. A formal written request must be submitted to the Land Use Office prior to any release of data and/or maps.
2. The GIS Data and other information provided by the Town is provided “as is” and the Town makes no representations as to its accuracy or fitness for any purpose whatsoever.
3. The Town disclaims all representations or warranties regarding GIS information, including, but not limited to, all express or implied warranties, representations or conditions of merchantability, fitness for a particular purpose, non-infringement of intellectual property, non-infringement of third party rights, freedom of computer virus, or warranties of another nature.
4. The customer’s request is limited to GIS Data as of the date of this Agreement. The customer’s request is not an ongoing request for the future GIS Data and the customer agrees that this Agreement does not entitle the customer to future GIS Data or notice of changes, revisions, and/or updates to GIS Data.
5. The Requestor shall indemnify and hold harmless the Town and its officers, employees, and agents from and against all losses, claims, demands, actions, payments, costs, suits, liabilities, including attorney’s fees, expenses and damages (direct or consequential) **WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE Town, its officers, employees or agents, which are incurred or recovered against the Town for any reason whatsoever arising out of or relating to this Agreement, or the data, or to any use to which the Requestor might put the data.**
6. The Requestor shall not redistribute, sell, or otherwise use GIS Data provided by the Town of Canton for commercial or trade purposes except as allowed by applicable state or federal statutes or regulations.

The Requestor acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company (If Applicable)

\_\_\_\_\_  
\_\_\_\_\_  
Address