



STATE OF ILLINOIS  
**PIATT COUNTY**  
*in the heart of agricultural America*

## Digital Data License Agreement *Standard*

### **Piatt County GIS**

101 W. Washington Street  
Courthouse Room 107  
Monticello, IL 61856

**Phone** (217) 762-3111

<http://www.piattcounty.org>

By agreeing to the terms, the user acknowledges and accepts the terms and conditions of this License Agreement.

This agreement between the Piatt County ("Piatt") and the Licensee provides the Licensee the ability to utilize purchased Piatt data obtained through an Annual Download Subscription Purchase **OR** a One-time Data Purchase according to the terms and conditions of the this Agreement. The Annual Download Subscription Purchase provides the Licensee the ability to download the GIS data layers listed in Appendix A from a download window from the Piatt County Web-based Interactive Subscription Mapping Site ("PCSS") at [maps.piattcounty.org](http://maps.piattcounty.org), in exchange for a fee of \$40.00. The One-time Data Purchase provides the Licensee a single copy of GIS data layers in exchange for the cost of the data as found on the [Piatt County Data Order Form](#).

## Terms and Conditions

### DATA ACCESS TERMS

#### **Annual Download Subscription Purchase**

Access to the download site shall be enabled upon receipt of payment. Access credentials in form of a username and password will be provided to the Licensee upon receipt of payment or an account can be set-up through the MapStore - [www.ccgisc.org/MapStore.aspx](http://www.ccgisc.org/MapStore.aspx). Distribution of the credentials outside the Licensee's organization or entity is expressly forbidden. Access shall be terminated one year from the date of the receipt of payment.

#### **One-time Data Purchase**

Upon receipt of payment, one-time data purchases shall be distributed by Piatt to the Licensee by email or through the Internet from a provided URL link unless another media is agreed upon.

#### NO WARRANTY

The data files are provided “as is”. There is no guarantee or warranty concerning the accuracy, adequacy, completeness, legality, reliability or usefulness of information contained in the data. This disclaimer applies to both isolated and aggregate uses of the data. **No warranty is made, either expressed or implied, as to any other matter whatsoever, including, without limitation, the condition of the product, merchantability, freedom from contamination by computer viruses and non-infringement of proprietary rights or its fitness for any purpose.** The burden for determining fitness for use lies entirely with the user.

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#### DAYS AND HOURS OF OPERATION

##### ***Annual Download Subscription Purchase***

Every effort will be made to ensure PCSS and download functionality are available seven days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues. Piatt will not be liable, financially or otherwise, for periods of inaccessibility.

##### ***One-time Data Purchase***

Piatt offices are generally open from 8:30am to 4:30pm Monday through Friday, except on County holidays.

## OBLIGATIONS

### ***Annual Download Subscription Purchase***

It is the responsibility of the Licensee to purchase, obtain, and install all necessary equipment, software and services necessary to properly download the Piatt GIS data layers from PCSS. The Licensee is responsible for ensuring the access credentials are not distributed outside of the Licensee's organization or entity.

### ***One-time Data Purchase***

It is the responsibility of the Licensee to purchase, obtain, and install all necessary equipment, software and services necessary to utilize the purchased GIS data layers.

## CREDITS

Source to list: ***Piatt County GIS***

Any hard copy, digital or web-based documents/maps that are distributed outside of the Licensee's organization either by permission of CCGISC or in a "view-only" capacity, utilizing any of the data, modified or otherwise, shall clearly indicate Piatt as the data source. If the Licensee has modified or supplemented the data in any way, the Licensee is obligated to describe the types of modifications or supplementation they have performed within the publication. The Licensee specifically agrees not to misrepresent any data, nor to expressly or impliedly state any changes made in the data have been approved by Piatt unless prior written approval by Piatt has been obtained.

## TERMINATION

This Agreement may be terminated immediately by Piatt for Licensee's failure to comply with any of the terms of this Agreement or failure to perform any of its obligations. This Agreement shall also terminate immediately if the Piatt County Board fails to appropriate or continue funding for services provided under this Agreement.

## REMEDY FOR VIOLATION

In the event the Licensee exceeds the scope of this License Agreement or in any other manner violates the terms and conditions hereof, Piatt shall have the right to enjoin such activities as violate the terms of this Agreement and may seek any other allowable remedies, including the right to obtain its reasonable costs and attorney fees in connection therewith.

The Licensee hereby agrees to the terms and conditions of this AGREEMENT and agrees to abide by the same.

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Licensee (Organization or Company Name; if not part of an Organization or Company print first and last name)

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Phone

City, State, Zip

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By: (Printed Name)

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Title (if part of an organization)

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E-mail

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Subscriber or Licensee Signature

Date

For Internal Use Only:

Data Sales Number: \_\_\_\_\_

## Supplemental Information

Inquiries regarding the Agreement should be directed to Keri Nusbaum, Zoning and GIS Administrator at [zoning@piattcounty.org](mailto:zoning@piattcounty.org) or 217.762.3111.

### Payment by Check:

Mail or email this entire agreement, signed and dated, along with payment by check to:

**Piatt County GIS**  
101 W Washington Street  
Courthouse Room 107  
Monticello, IL 61856

### Payment by Credit Card:

Email the entire agreement to [zoning@piattcounty.org](mailto:zoning@piattcounty.org), upon receipt a PayPal invoice will be e-mailed to you.

**NOTE:** The Annual Download Subscription can be purchased using a credit care through the Maps Store at [www.ccgisc.org/MapStore.aspx](http://www.ccgisc.org/MapStore.aspx).

## Appendix A – Downloadable Piatt Data Layers

- Street Centerlines
- Tax Parcel Points (*no assessment attributes*)
- Tax Parcel Polygons (*no assessment attributes*)
- Lots
- Subdivisions
- Corporate Boundaries
- Political Townships
- Drainage Districts
- School Districts
- Community College Districts
- Fire Districts
- Library Districts
- Township Library
- Multi-Assessor District
- Zoning
- County Board Districts 2010