



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

GIS DIVISION
300 Sixth Street

GIS W.O. #03-079

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GIS SERVICES REQUEST FORM

GIS Products for Government Agencies

Government Agency Project: Statewide Roadway Network Dataset

Contact information:

User Name: Rocky W. Hook
Government Agency Name: South Dakota Department of Transportation
Department/Division.: Office of Data Inventory
Address: 700 E Broadway Ave, Pierre, SD 57501
Phone Number: (605) 773-4870

The Government Agency, listed above (hereafter "The Agency") understands and acknowledges that the GIS Product File(s) listed above were created from GIS data files and developed for internal use only. The GIS data is subject to constant change and the accuracy and completeness cannot be guaranteed. The GIS data is provided "as is" without warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of such GIS data, fitness for a particular purpose, or warranty that the information does not infringe the rights of others, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. The City of Rapid City is not responsible for incidental, consequential, or special damages arising out of the use of the GIS data provided the Agency. The Agency agrees that the GIS Product File(s) shall be used and relied upon only at the risk of the Agency. The Agency agrees to indemnify and hold harmless the City of Rapid City, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, production, using or communicating the GIS Product File(s) or information contained therein.

No part of this digital information may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or retrieval system for any purpose beyond the scope of the Agency Project identified above without the expressed written permission of the City of Rapid City. The Agency shall not use, license, sub-license, assign, release, publish, transfer, sell or otherwise make available the GIS Product File(s) or portion thereof to a third party without the expressed written permission of the City of Rapid City. All GIS Product File(s) remain the property of the



EQUAL OPPORTUNITY EMPLOYER

City of Rapid City. and shall be used only for the identified Agency Project and returned to the City of Rapid City upon completion of the Agency Project. The Agency agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for the GIS Product File(s) established or produced by the City of Rapid City or the vendors furnishing said items to the City of Rapid City.

This Agreement embodies the entire agreement between the Agency and the City of Rapid City. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional amendments or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced in writing and signed by the parties. Neither this Agreement nor the rights granted by it shall be assigned or transferred by the Agency under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void. The Agency will do or cause to be done all things necessary to preserve its rights and meet its obligations under this Agreement.

In the event the Agency breaches any of the terms, conditions, covenants, or agreements contained in the Agreement, not only shall the license granted herein immediately cease, but the City of Rapid City shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.

This Agreement shall be governed by the laws of the State of South Dakota and the parties agree any dispute shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, Rapid City, Pennington County South Dakota. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be modified except in writing signed by the parties. Waiver of any breach of the terms and conditions in this Agreement shall not be deemed to constitute a waiver of any other or future breach.

Executed this ____ day of _____, 2003.

SOUTH DAKOTA DEPARTMENT OF
TRANSPORTATION

CITY OF RAPID CITY

Jim Shaw, Mayor

ATTEST:

ATTEST:

James F. Preston, Finance Officer

PENNINGTON COUNTY COMMISSIONERS

Chairperson

ATTEST:

Auditor

(SEAL)

Approved By: CITY ATTORNEY'S OFFICE

Initials: _____
Attorney Date