

Quantity	Description	Cost	Extended Cost
Sub-Total			
Mailing Charge			
Total Cost			

Make sure to include the signed Commercial Worksheet and License Agreement with this request form.

If submitting this request by mail, please send all required paperwork to:

**Village of Niles
GIS Department
GIS Information Request
1000 Civic Center Drive
Niles, IL 60714**

Special Instructions:

All GIS data provided by the Village of Niles is copyrighted and subject to a licensing agreement. Data may not be conveyed or transferred to any other party by the requester without the consent of the Village or in accord with a specific licensing agreement.

Village of Niles

"Where People Count"

MANAGEMENT INFORMATION SYSTEMS

1000 Civic Center Drive, Niles, Illinois 60714 Telephone (847) 588-8000 Fax (847) 588-8050

Commercial Use Worksheet For GIS Data

This document represents the Verified Statement of:

Name/Requester: _____

Company/Organization: _____

Address: _____

City/State/Zip _____

Phone: (____) _____ - _____

Fax: (____) _____ - _____

E-Mail: _____

submitted to the Village of Niles, Geographical Information Systems (GIS) Department, requesting a copy of certain Geographic Information Systems data file, and confirming that the information will be used for the purposes indicated below:

- Commercial purposes
- Non-commercial purposes

Commercial purposes include any question below answered "Yes".

Do you, or does anyone for whom you are acting as an agent, directly or indirectly intend to:

Sell or resell the data?

- Yes
- No

Sell or resell any of the information contained in the data?

- Yes
- No

Use any of the information in the data to produce a document or application for sale?

- Yes
- No

Use any of the names or other information from the data for the purpose of solicitation?

- Yes
- No

Will you receive monetary gain from either the direct or indirect use of the data?

- Yes
- No

Describe how you intend to use the Village of Niles GIS Data requested:

The requester, listed above, hereby declares that I have read the information and instructions herein, and understand the contents therein. I further declare under penalty of perjury that the foregoing is correct and true.

SIGNATURE OF REQUESTING PARTY

DATE

EMPLOYER'S NAME (Printed)

EMPLOYER'S ADDRESS

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Geographical Data Licensing Agreement

BY USING THE ENCLOSED DATA YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

This Agreement is entered into this _____ day of _____, 20____ by and between _____ with offices at _____ (hereinafter "Recipient") and the Village of Niles, located at 1000 Civic Center Dr, Niles, IL 60714 (hereinafter referred to as "Village").

The Village of Niles (hereafter "Village") and GIS data (hereafter "Data") provided under this Lease Agreement is licensed, not sold. You obtain no rights other than those specifically granted to you under this license. The term "Data" means the original and all whole or partial copies of it, including modified copies or portions merged into other data. The Village retains title to the Data. The Data provided under this Agreement may contain or be derived from portions of material provided by third parties. The Village has assumed the responsibility for selection of such materials and their use in the Data licensed hereunder. Nevertheless, you, and not the Village nor third parties, are responsible for the selection of the Data for your purposes, and for the installation of, use of, and results obtained from the Data.

LICENSE

1. The Village of Niles "Village" grants the Licensee undersigned (the "Licensee") a non-exclusive, non-transferable license to use the following Village Data, and any related documentation (hereafter "Files"). This license shall commence as of the date set forth below and continues until the Licensee submits a written notice to the Village stating discontinuation of use and return of the Files.
2. The Licensee agrees to use reasonable care, but in all events at least the same degree of care that it uses to protect its own proprietary data and information of similar importance, to prevent the unauthorized use, disclosure, or availability of all information of a proprietary nature that it receives in connection with this Agreement. The Licensee will require its personnel to agree to do likewise.
3. The Licensee will not be liable for inadvertent unauthorized use of proprietary data or information, provided that upon discovery of such inadvertent, unauthorized use, the Licensee notifies the Village and cooperates to prevent any further unauthorized use of the proprietary data and information in the Licensee's possession.
4. It is the responsibility of the Licensee to ensure that the individuals who are authorized to access the data only do so for purposes authorized under this Agreement and do not abuse that access in any way or manner. The Licensee's obligations respecting the unauthorized use of the data and information will survive termination of this Agreement and will remain in effect as long as the Licensee continues to possess or control data or information furnished by the Village.

OWNERSHIP

1. The Village retains ownership of the Data and Files, and the items supplied by the Village with this Licensing Agreement are for the sole use of the Licensee. The Licensee agrees that (s)he will not assign, license, distribute, or transfer the Data and/or Files to any other person, firm, corporation, or other organization without the prior written consent of the Village.
2. To the extent the Village discloses proprietary data and information pursuant to this Agreement, the Licensee acknowledges that the Village claims and reserves all rights and benefits afforded proprietary information under law, that this Agreement does not effect any transfer of title or interest in or to any proprietary data or information of the Village, and that Licensee is granted only a limited right of use of such proprietary data and information as set forth in this Agreement.

LIMITED WARRANTY

1. The Village warrants that it has the right to convey the data and information provided under this Agreement, and that the Licensee's use of the data in accordance with the terms of this Agreement does not and will not violate any applicable law, rule or regulation; any contracts with third parties; or any third-party rights in any U.S. patent, U.S. copyright, trademark, trade secret, or similar right.
2. **ALL DATA AND INFORMATION PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS. THE VILLAGE ASSUMES NO LIABILITY FOR THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY OR PERFORMANCE OF THE DATA AND INFORMATION PROVIDED HEREUNDER. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE VILLAGE DISCLAIMS ALL WARRANTIES RESPECTING THE DATA AND INFORMATION PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The Licensee will be solely responsible for the selection, installation, use, efficiency and suitability of the data and information.

LIMITATION OF REMEDIES

1. Except for Village liability for damages for infringement of intellectual property rights, the Village will not be liable for any indirect, exemplary, incidental or consequential damages arising out of or otherwise relating to the use of the data or information, however caused, including, but not limited to, loss of data, business interruption, loss of profits, or other economic loss, even if the Village has been advised of the possibility of such damages.
2. The Village shall have no other liability with regard to the Data. The Village does not warrant that the Data will meet the requirements of Licensee or that the operation of the Data will be error free, or that Data defects will be corrected. The entire risk as to the quality and usefulness of the data and the entire risk arising out of the use or performance of this Data and documentation rests with Licensee. In no event shall the Village, or anyone else involved in the creation, production or delivery of this Data, be liable for any damages whatsoever whether in contract or in tort, including but not limited to lost profits, lost savings, lost data, business interruption, computer failure or malfunction, or other pecuniary loss or any direct, indirect or

incidental damages or other economic consequential damages, or for any claim or demand against Licensee by any other party, arising out of the use or inability to use this Data, even if the Village, or anyone else involved in the creation, production or delivery of this Data, has been advised of the possibility of such damages. The limitation of remedies described in this Section also applies to any third-party supplier of materials to the Village. The limitations of liabilities of the Village and its third-party suppliers are not cumulative. Each such third-party supplier is an intended beneficiary of this Section.

GENERAL

1. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind between the parties, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between the Village and either the Licensee or any employee or agent of the Licensee. The Licensee will be liable to the Village for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
2. Neither party will be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such party and without its fault or negligence. Such circumstances will include, but will not be limited to, acts of God, acts of war, civil commotions, riots, strikes, lockouts, disruptions of telecommunications transmissions, accident, fire, water damages, flood, earthquake, or other natural catastrophes.
3. This Agreement will be governed and construed in all respects in accordance with the laws of the State of Illinois.
4. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements concerning the use of such data and information. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.
5. The Village agrees to defend, at its own expense, and to indemnify and hold harmless the Licensee and its officers, agents, and employees from and against all judgments, claims, damages, suits, liabilities, settlements, costs and demands, including reasonable attorney's fees, suffered or incurred by the Licensee as a result of any claim that the data and information provided within the scope of this Agreement infringes any U.S. patents, U.S. copyrights, trademarks, trade secrets or other intellectual property rights of third parties, provided that the Village is promptly notified in writing of such claim. The Village will have the sole right to control the defense of all such claims, lawsuits and other proceedings including the right to settle the same. In no event will the Licensee settle any such claim, lawsuit or proceeding without the Village's prior express written approval. The Licensee will cooperate with the Village in a reasonable way to facilitate the settlement or defense of such claim. The foregoing states the entire liability of the Village with respect to infringement of any intellectual property rights by the data or information or any parts thereof. The Village's obligations under this paragraph shall survive the termination of this Agreement for any reason.

The foregoing provisions of this Section will not apply to the extent that such infringement or unauthorized use arises from, or which could have been avoided except for (1) the Licensee's modification of the data and information or use thereof in a manner not contemplated by this Agreement, (2) the failure of the Licensee to use any corrections or modifications made available by the Village, (3) data, information, materials, instructions, or specifications provided by or on behalf of the Licensee, or (4) the use of the data and information in combination with any data and information not provided by the Village, unless the Village's data and information infringes the third party's intellectual property rights in the absence of such combination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

For the Recipient:

Recipient Name: _____ (if applicable)

By: _____
Authorized Signature

Name: _____
Printed

Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: (____) _____ - _____

For the Village:

By: _____
Authorized Signature

Name: Andrew J. Vitale

Title: Senior GIS Coordinator

Date: _____

Address: 1000 Civic Center Drive

City/State/Zip: Niles, IL. 60714

Phone: (847) 588-8022

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Geographic Information Systems Legal Disclaimer

The Village of Niles has developed a Geographic Information Systems (GIS) database from existing public records that the Village of Niles is mandated to maintain in order to carry out the normal functions of the Village of Niles.

The Village of Niles makes no claims as to the reliability of the original data collection process and is not responsible for inaccuracies that could have occurred due to errors in the original data input or undetectable errors due to electronic transfer of the data from system to system or system to disk.

The Village of Niles customarily uses this data for planning purposes and record keeping, and the Village of Niles is not responsible for any other use of this public information. The data are only designed to be displayed with GIS maps whose representational scale is no smaller than 1:1200. If it comes to the Village's attention that this information is being used for commercial purposes, we will retain the right to withhold this information from the requester.

The Village of Niles has accumulated this data in pursuance of its governmental function. This information is provided as required under the Freedom of Information Act and the Village, its officers and employees assert their full legal rights under governmental immunity for any liability arising from any act of omission or commission with respect to the information furnished.

The Village makes no claim as to the accuracy of the base maps and their associated data tables and assumes no responsibility for their positional or content accuracy.

In providing data (or access to it) the Village assumes no obligation to assist the contractor in the use of the data, or in the development, use or maintenance of any applications applied to the data.

The Village assumes no responsibility for the accuracy of any subsequent copies of the licensed data, made and distributed within the Licensee's organization.