

**BERKELEY COUNTY DIGITAL SPATIAL DATA
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_____.

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6. INDEMNIFICATION. Licensee shall hold harmless and indemnify the Department, the County and all of its agents and employees from any claim, suit, or proceeding arising out of the use of the licensed data in accordance with this agreement.

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9. PROCEDURES.

a. The license applies to one copy only. This license does not entitle Licensee to future updates or discounts.

b. Allow two weeks for processing.

c. Data is provided "as is." No assurance is given of suitability for any particular purpose. Available data is in "raw" format and is not a finished map as seen in any publication of the Department.

10. DISCLAIMER. The Department uses reasonable care in the preparation of DSD and data disks for public requests. The County disclaims all liability for any problems, financial loss or business as a result of errors, inaccuracies, or invalid data. Licensee acknowledges this disclaimer and releases the Department, the County, and any and all agents and employees from any and all liability.

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11. REMEDIES. In the event of a breach or threatened breach of any of the provisions of this agreement by the Licensee or any employee, representative, or agent of the Licensee, the Department shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing shall preclude the Department from pursuing any action or other remedy, including damages for any breach or threatened breach of this agreement, all of which shall be cumulative.

12. MISCELLANEOUS PROVISIONS

a. Applicable law. This agreement shall be governed by the laws, and the parties shall be subject to the jurisdiction of the courts of the state of West Virginia.

b. Entire agreement. This agreement represents the entire agreement between the parties and may not be modified, except in writing signed by the parties.

c. Waiver. 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.

d. Authority. Persons whose signatures appear as or for the Licensee below represent that they are authorized to execute this agreement on behalf of the Licensee and further represent that the agreement is a legal, valid and binding obligation as to Licensee and enforceable in accordance with its terms.

e. Acknowledgement. Persons executing this agreement on behalf of the Licensee acknowledge having read this agreement and agree that Licensee shall be bound by its terms.

f. Successors Bound. This agreement shall bind, and the rights, benefits and advantages shall inure to, the successors and permitted assigns of each of the parties.

g. Severability. The invalidity of any section, subsection, clause or provision of this agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

Licensee

Date

GIS Office, as authorized agent
of the County Commission of
Berkeley County, West Virginia

By: _____
GIS Coordinator
of Berkeley County Planning Department

_____ Date

LICENSEE CONTACT INFORMATION:

Organization Name: _____

Authorized Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

E-mail: _____