



Pearl River County GIS User Acceptance Agreement

Agreement made this the _____ day of _____, 20____, by and between Pearl River County (hereinafter referred to as "County") and _____ (hereinafter referred to as "User").

Pearl River County's geospatial raster and vector data layers (hereinafter "data sets") are spatially referenced in State Plane Coordinates, NAD 83 datum, Mississippi East, with measurement units in feet. By signing below, User agrees to abide by all terms and conditions of this Agreement. This document constitutes the entire agreement between the parties, and it supersedes any prior agreement, oral or written. Any request for use of data sets must be accompanied by an original, signed Distribution Agreement, or it will be returned unsatisfied to the requestor.

County may sell data sets in accordance with the attached price schedule, which is subject to amendment by County without notice at any time. These prices reflect an average cost of reproduction, including but not limited to order, administration, direct labor, computer time, supplies and delivery. Media charges will be assessed separately. Payment will be required prior to the distribution of any data sets.

County Rights in Data Sets: Redistribution of County's data sets by User outside of User's organization/entity is expressly forbidden. User shall not assign or transfer any interest or obligation in this agreement, whether by notation or assignment, without prior written consent of County. Any unauthorized distribution or notation or assignment shall be grounds for immediate termination of this agreement.

User shall not resell or share with a third party the software, data or information provided by County and shall not modify, develop or implement any software for the downloading and/or storage of data.

Any hardcopy of original data sets shall clearly indicate their sources as "Pearl River County Board of Supervisors". If User modifies the data in any way whatsoever, User is obligated to describe the type(s) of modification(s) they have performed on the hardcopy. User specifically agrees not to misrepresent County geospatial data sets, nor to imply that County approves changes User has made.

Updates: Data sets are purchased or provided on a one-time basis. County is under no obligation or duty to specifically inform users of or provide users with any updates to the data sets thereafter. The burden of ordering and paying for updated data sets is held entirely by User.

Liability: County makes no warranty or representation, either expressed or implied, with respect to the data which have been requested, or the quality, accuracy, performance, merchantability, or fitness for a particular purpose. Therefore, the data sets are transferred to you "AS IS" without any support whatsoever, technical or otherwise, and User is assuming the entire risk as to the quality and performance. The data is neither a legally recorded map nor a legal land survey and is not intended to be used as one.

In no event will the County, its elected or appointed officials or employees or any third person(s) who have been involved in the creation, production, or delivery of the data set(s), be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the data or its documentation. In particular, County shall have no liability for any data stored or used, including costs of recovering such data. This disclaimer shall apply not only to the current transfer of data by the County to User but also to any future transfer of data.

The parties agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

By signing this form, you agree that you understand and accept the terms and conditions for use of the data.

Signature _____

Company _____

Date _____

CHECK PAYABLE TO:
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470

Printed Maps	Price
8 1/2 x 11 or 11 x17	FREE
PDF	FREE
Wide Format	\$10.00
Digital Data	
Digital Parcel Layer	\$2,500.00
LiDAR GRID 2003	\$500.00
Contour Line (4 section)	\$100.00
Road Centerlines	\$50.00
other layers	\$10.00