Disclaimer to and Warranty by Users of Lakewood Digital GIS Data

NOTE: All references to “GIS data” in this document refer to digital data from the Geographic Information System (GIS).

1) Limitations
a) The City of Lakewood (“City”) makes no warranty, expressed or implied, regarding GIS data content, accuracy, currency or completeness, or regarding the results to be obtained from queries or use of the data. All DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH FAULTS". The City makes no express or implied warranty of fitness for any particular purpose, and no express or implied representation regarding the quality of any and all data. Data users are solely responsible for ensuring the accuracy, currency and other qualities of all products (including but not limited to maps, reports, displays and analysis) produced from or in connection with Lakewood GIS data. No employee or agent of Lakewood is authorized to waive or modify this document. If a GIS user informs others that the product is based upon Lakewood GIS data, the City specifically requests and directs that the GIS user also simultaneously disclose the limitations contained in this document.

2) Data Interpretation
a) Lakewood GIS data is developed and maintained solely for City business functions, and use or interpretation of data by the Requestor or others is solely their responsibility. The data is for reference purposes only and is not to be construed or used as a survey or “legal description”. The City does not provide data analysis, technical support or interpretation services on outside work created by the Requestor.

3) Spatial Accuracy
a) GIS Map data may be plotted or represented at various scales other than the original source of the data. The requester is responsible for knowing and understanding the National Map Accuracy Standards for the use of the supplied data at mapping scales other than that of their original compilation. For purposes of this document, compilation mapping refers to the scale of the data as it was during data collection and as it was intended for cartographic representation in hardcopy format.

4) No City Liability
a) The City shall not be liable to the Requestor (or transferees, assigns or vendees of Requestor) for any and all damages of any kind, including but not limited to lost profits, lost savings or any other incidental or consequential damages relating to the providing of GIS data or the use of it. The Requestor shall have no remedy at law or equity against the City for any reason, including but not limited to in the event that data provided is inaccurate, incomplete or otherwise defective in any way.

b) The City may elect not to redistribute GIS data acquired from other jurisdictions or agencies that has not been significantly updated or modified by the City. If the City will not provide the data, as stated above, the City will direct the Requestor to the jurisdictions or agencies from which it acquired the data.

5) Requestor’s Warranty Against Commercial Use of Lists
a) RCW 42.17.260(9) prohibits the release of lists of individuals requested for commercial purposes, and Requester expressly represents that no such use will be made by Requester or its transferees, assigns or Vendees. "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list for the purpose of facilitating commercial activities. This paragraph does not apply to other local governmental agencies or agencies of the State of Washington.

6) Secondary Data Dissemination
a) Requesters may not secondarily disseminate GIS data to other parties without prior written permission from the City of Lakewood GIS.

7) Updates, Maintenance and Metadata
a) Requesters are encouraged to provide the GIS data they collected back to the City for use by the City and/or to alert the City of any errors or discrepancies found during the use of the City data.

b) City of Lakewood GIS is not obligated to provide updates to GIS data in the event that newer versions become available.

8) Delivery of Digital Data
a) City of Lakewood GIS supports the following formats: Shapefile, Coverage, and DXF files. All Requestors are required to indicate the format in which they wish to receive GIS data.

9) Cost of Providing Digital Data
a) Labor costs for preparation of requested GIS data shall be billed on a quarter of an hour - fifteen (15) minute basis, at the rate of $12.50 per fifteen (15) minute period of labor, in addition to any applicable electronic media costs, set forth in the City’s Master Fee Schedule.

Firm: ___________________________  Authorized Agent: ___________________________  Date: ________________

Sign and return to City of Lakewood GIS

GIS Division, City of Lakewood, 6000 Main St. SW, Lakewood, WA 98499-5027 or FAX to: 253-589-3774, Attn. GIS Division.