

Russell County GIS Information Service
Online Subscription Application

Please Complete this application, read and sign the attached agreement acknowledging your acceptance of its terms and conditions. The approval of this application is at the discretion of the Administrative staff of Russell County. The fee for this service is \$150.00 paid annually.

Return application with payment to: Russell County
Real Estate Assessment Office
PO Box 517
Lebanon, VA 24266

Make Check Payable to: Russell County Treasurer

Applicant Name: _____

Business Name: _____

Physical Address: _____

City: _____ **State:** _____ **Zip:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone No.: _____ **Facsimile No.:** _____

Email Address: _____

Once payment, application, and signed and notarized agreement is received Subscriber ID and Password will be emailed to you.

Internal Use

SUBSCRIBER ID:	_____
PASSWORD:	_____
EXPIRATION DATE:	_____

GIS Mapping Service Subscription Agreement

1. SUBSCRIPTION. The County grants to the Subscriber a non-exclusive, nontransferable subscription for the use of the online GIS mapping service subject to the terms and conditions of this agreement.

2. SUBSCRIPTION FEE. Upon receipt of the \$150 annual subscription fee and signed subscription application, the County will assign the Subscriber a username and password that will remain valid for the term of the agreement and so long as the subscription does not lapse. Should the Subscription Agreement lapse, a new application for subscription must be submitted.

3. TERM. This agreement shall commence upon execution by all parties and continue until terminated. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. Failure of the Subscriber to comply with this agreement may result in immediate termination of the agreement at the sole discretion of the County.

4. USE OF ONLINE GIS MAPPING SERVICES. The online GIS mapping service may be used by the Subscriber for its internal use, provided that it does not violate any state law restrictions. The GIS mapping services are provided only for use in computerized study of maps to depict the approximate location of existing and proposed facilities, existing and proposed boundaries and districts, and other relevant information provided therein.

5. RESTRICTIONS ON USE. The GIS mapping service shall only be accessed on computers under the control of the Subscriber. The subscription agreement shall not be assigned, sublicensed, or otherwise transferred by the Subscriber without the prior consent of the County.

6. TITLE. Except as otherwise provided, the County does not transfer any right, title, or interest in the GIS data contained in the mapping service to the Subscriber.

7. FUTURE SUBSCRIPTION. The County does not guarantee that subscriptions will be available after expiration of current subscription, nor that same service will be in the same format.

8. WARRANTY. The online GIS mapping services are provided "AS IS," without any warranty of any type whether expressed or implied, including any warranties of merchantability or fitness for a particular purpose. The data contained in GIS map product is subject to constant change and its accuracy cannot be guaranteed. The County does not warrant that the functions contained in the GIS maps will meet the requirements of the subscriber or that the operation of GIS service will be uninterrupted or error free, or that any defects of the County's GIS service will be corrected.

GIS Mapping Service Subscription Agreement

9. LIABILITY. The Subscriber assumes the entire risk, including quality, performance, and usefulness of online mapping service. The County will not be liable in any event for any damages resulting from loss of data, loss of profits, loss of use of mapping service or any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of the County's liability will apply regardless of the form of action, whether in contract or tort. The Subscriber shall indemnify, defend, and hold harmless the County, their officers, employees, and agents from any and all claims, actions, damages or injuries of any kind and nature whatsoever, by or to any and all persons or property, arising directly or indirectly from this agreement.

10. TERMINATION. Upon the termination of this subscription, the rights of the subscriber shall cease.

Signature: _____
I certify that the information above is true and correct.

I, _____ a Notary Public, do hereby certify that on this ____ day of _____, 20____, _____ personally appeared before me and swore and acknowledged to me that the statements contained therein are true and correct.

Notary Public, County of _____

Name, Typed or Printed: _____

My Commission Expires: _____

Notary Phone Number: _____