

**SAGINAW AREA GIS AUTHORITY SUBSCRIPTION AGREEMENT
(Public/Quasi Public Subscriber)**

This Subscription Agreement is entered into this _____ day of _____, 200____ between the following parties:

Saginaw Area GIS Authority, a Michigan corporation, whose address is 111 South Michigan Avenue, Saginaw, Michigan 48602 (hereafter "Authority"); and _____, whose address is _____ (hereafter "Subscriber").

RECITALS

1. Authority was established under an Interlocal Agreement to provide Geographic Information System Services to its member municipalities.
2. Authority is also authorized to provide Geographic Information System Services (hereafter "GIS") to organizations and individuals who are not members of the Authority.
3. Subscriber is interested in receiving subscription GIS services from the Authority.

THEREFORE, it is agreed between the Authority and Subscriber as follows:

1. **Services to be Provided** – The Authority agrees to provide to the Subscriber the following GIS services:

- County Digital Orthophotos (entire County of Saginaw)
- Geo Tiff Format County Cadastral Data (entire County of Saginaw)
- ESRI ShapeFile Format County Planimetric Data (entire County of Saginaw)
- ShapeFile Format County Assessing Database (updated monthly)

2. **Fee for Subscription Services Provided to Subscriber** – Subscriber shall pay to Authority the sum of Two Thousand (\$2,000.00) Dollars (subject to the pro-ration noted below) for the fiscal year beginning October 1, 2004 and ending September 30, 2005. The fee for subscription services shall be subject to adjustment on or before October 1 of each year. Subscriber shall pay the subscription fee as follows:

- () Payment in Full Upon Execution of this Agreement
() Payment in Two Equal Installments of \$_____, with the first installment due upon execution of this Agreement, and the second installment due _____ months from the date of this Agreement.

If the commencement date for subscription services commences subsequent to October 1, the subscription fee shall be pro-rated on a whole month basis, with the month in which the subscription services are commenced to be counted as a whole month.

3. **General Conditions for GIS Data Services** – The subscription services will be provided by the Authority under the following general procedures:

- A. Parcel Features and Associated Database Data will be updated on a monthly basis, at a date determined by the Authority.
- B. The format for data provided to subscriber shall be an "ESRI Shapefile".
- C. Subscriber shall be granted access to the data by way of the Authority's File Transfer Protocol Site (FTP) only.
- D. Unless specifically covered by this Agreement, the Authority's Enhanced Access Policy shall control providing subscription GIS services. The Enhanced Access Policy is attached to this Agreement as Attachment 1.

4. **Proprietary Rights and Copyright** – Subscriber acknowledges that the GIS data and related materials contain proprietary and confidential property of the Authority. The data and related materials are owned by the Authority and are protected by the United States Copyright laws. Reproduction or redistribution of copyrighted, licensed data sets (hard or soft copy) or products which are derived therefrom, without the express written consent of the Authority, is forbidden, except as expressly provided as follows:

- A. Redistribution of data sets provided by the Authority to third-parties who are contracted by Subscriber on a temporary basis is permitted only for purposes related to Subscriber's business. The third-parties may not further reproduce or redistribute the subscribed data, and such copies must be returned to Subscriber upon completion of the third-parties' work.
- B. Any approved reproduction and redistribution of licensed data must include proper credits as provided below.

5. **Credits** – Any document which is derived in whole or in part from the subscribed data sets must include this copyright notice:

Copyright 200__ Saginaw Area GIS Authority, Saginaw County, Michigan
[Insert current year]

If Subscriber modifies the data in any way, Subscriber is obligated to describe the modifications performed on the document copy. Any altered graphic elements shall be clearly symbolized to distinguish them from original graphics contained within the Subscription Data Sets. Subscriber specifically agrees not to misrepresent the Authority Subscription Data Sets, and not to imply that changes made by Subscriber were approved by the Authority, unless express written permission is received from the Authority.

6. **Disclaimer** – The provision of Subscription Services is subject to the following disclaimer as provided in the Authority's Enhanced Access to Public Records Act Policy:

- A. Recipients of access or enhanced access records receive all information “AS IS”. The Authority, its officers, officials, employees, agents, volunteers, contractors or its public bodies, make no warranties of any kind, including but not limited to, warranties of accuracy, fitness for a particular purpose, or of a recipient’s right of use. Recipients are solely responsible for investigating, resisting, litigating and settling such complaints, including the payment of any damages or costs, unless the Authority's Board, by resolution adopted by a majority of those elected and serving, elects to participate in the process at the Authority's expense.
- B. Except for the Authority's Board, by resolution adopted by a majority of those elected and serving, no officer, official, employee, agent, volunteer, contractor or other person or public body may make any representation or warranty on behalf of the Authority or one of its public bodies.

7. **Severability of Provisions and Venue** – If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law. Any cause of action arising from this Agreement shall be venued in the County of Saginaw, Michigan and decided pursuant to applicable Michigan and federal law.

Dated this ____ of _____, 200 ____.

AUTHORITY

By:

Its:

By:

Its:

SUBSCRIBER

By:
Its:

By:
Its: