



State of South Carolina)
)
County of Kershaw)

Kershaw County Licensing Agreement

This agreement made and entered into this _____ day of _____, 20__, by and between **Kershaw County**, (referred to here as “the County”), and the undersigned, (referred to here as “Purchaser”), as hereafter identified.

WITNESSETH

WHEREAS, Kershaw County is a body politic; and WHEREAS, Kershaw County assimilates certain geographic information (referred to in this document as “Geographic Information”) to provide certain cartographic and analytical services; and

WHEREAS, Purchaser is an entity or individual who provides _____; and

WHEREAS, Purchaser is an entity or individual who desires a license from Kershaw County to make use of the Geographic Information subject to the restrictions and guidelines of this agreement.

NOW THEREFORE, it is mutually agreed by the parties for the Purchaser to make payment for Geographic Information and to abide by the restrictions and guidelines of this Licensing Agreement:

1. **PAYMENT** – Payment shall be provided at the time of delivery of Geographic Information, and shall be in the form of cash or money order. The payment of \$ _____ shall represent receipt of the Geographic Information, in the format designated in Section 2 hereinafter, by the Purchaser.

2. INFORMATION AND FORMAT PROVIDED

3. USE OF GEOGRAPHIC INFORMATION

3.1 The Purchaser shall not lease, sell, transfer, or assign the licensed Information or engage in any other transaction which has the effect of transferring the right of use to all or part of the licensed Information without prior written consent of the County.

3.2 Reserved Rights- County retains all rights, title and interest in the licensed Geographic Information.

4. NO WARRANTY

4.1 County disclaims any warranties, express or implied respecting this agreement, the Geographic Information, or the media on which the Geographic Information is provided.

4.2 ANY USE OF THE GEOGRAPHIC INFORMATION OR THE MEDIA ON WHICH IT IS PROVIDED IS AT PURCHASER'S OWN RISK. THE GEOGRAPHIC INFORMATION AND THE MEDIA ON WHICH IT IS PROVIDED IS SUPPLIED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO ITS ACCURACY, CORRECTNESS, TIMELINESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIABILITY

5.1 In no event shall the County be liable to the undersigned for any damages whatsoever, (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the Geographic Information, even if the County has been advised of the possibility of such damages.

5.2 In consideration of the provision supplying of the Geographic Information and the payment listed in Section 1, the undersigned agrees to indemnify the County, against any and all claims, suits, actions, debts, damages, costs, charges, and

expenses, including court costs and attorney fees, and against all liability, losses, and damages of any nature whatever, brought or sustained against the County at any time and associated with the undersigned's use of the Geographic Information.

5.3 The County will not be responsible for the installation of the Geographic Information.

- 6. INSTRUMENT AS ENTIRE AGREEMENT-** This instrument contains the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party or agent of either party that are not contained in this written contract shall be valid or binding. Any change or modification here of must be in writing signed by both parties in duplicate.
- 7. SEVERABILITY** - If any term or provisions of this license or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this license shall be valid and enforced as written to the fullest extent permitted by law.
- 8. AUTHORITY** – Persons whose signatures appear as Purchaser on this document represent that they are authorized to do so and represent and warrant that this licensing agreement is a legal, valid and binding obligation and is enforceable with its terms.
- 9. NOTICE** – Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail in duplicate, return receipt requested, to:
 - 9.1** If to County, addressed to:
Attn: Kershaw County GIS Coordinator
515 Walnut Street
Camden, SC 29020
 - 9.2** If to Purchaser, address to:

10. Notwithstanding anything to the contrary in this Agreement or any other Agreement with the County, the County agrees the Geographic Information may be utilized by the undersigned in support of business and reference may be made to the use of the Geographic Information in its proposals to third parties subject to the terms of this license and subject to Section 4.

In witness whereof, the Purchaser has executed this agreement on the date first above written.

PURCHASER

KERSHAW COUNTY

Signature

Todd Shafer
Signature

Organization

Todd Shafer
Name

Name

Gis / Addressing Director
Title

Title