



CITY OF WOONSOCKET

Geographic Information System-Information Purchase Agreement

169 Main Street, Woonsocket, Rhode Island 02895

Phone (401) 767-9213 Fax (401) 769-8712 Email: Engineering@woonsocketri.org

This **Agreement**, by ("Applicant"):

Contact: _____,

Business or Corporation (If applicable) _____,

Phone: _____,

Fax: _____,

Email: _____,

Address: _____,

Town or City: _____,

Zip Code _____, State of _____,

and the *City of Woonsocket*, a municipal corporation located within' the limits of *Providence County*, State of Rhode Island, ("City").

In consideration for the release of the information described in GIS Digital Data Request Form ("Request Form"), attached hereto and made part of this Agreement, and for other good and sufficient consideration, Applicant hereby warrants and agrees to the following:

1. Applicant shall pay to the *City* the fee established by the City of Woonsocket for the processing of this application by the *City*, for the use of the *City's* Geographic Information System ("GIS") and for the information furnished to the Applicant as a product of said GIS ("Information"); such payment shall be made immediately upon submission of request for the information. It is understood by Applicant that said Information is being conveyed to applicant on a non-transferable, non-exclusive basis, which Applicant shall use only for the specific purpose, expressed in *Request Form*.
2. Applicant recognizes that the Information provided hereunder contains valuable data and Applicant shall protect and hold in confidence all Information furnished to it by the *City*. Applicant shall have no rights of any kind whatsoever to publish, transfer, release, sell or give to third parties the Information conveyed to it hereunder. The Information shall not be assigned, licensed, pledged or sold to any other person. All such Information shall be kept in secure places, under access and use restrictions no less strict than those used by Applicant to protect its own similar, valuable, trade- secret information. Applicant shall not disclose any Information provided hereunder to any other person, firm or corporation (including any stockholder, partner or joint venture or any parent, subsidiary or other affiliated corporation) and shall further restrict circulation of such Information within its own organization except to the extent necessary to fulfill Applicant's stated purpose. Applicant shall notify the *City* immediately of any possession, use or knowledge of the Information by any person or organization not authorized to have such possession, use or knowledge and shall promptly furnish the *City* with full details of such unauthorized possession, use or knowledge. The *City* shall have sole and exclusive option to control and initiate any legal, equitable or administrative proceedings to protect the *City's* rights and its legal or equitable remedies for breach of this Agreement. Applicant acknowledges that the *City's* remedy of law is inadequate and that the *City*, without waving any legal remedy, may seek and obtain equitable and injunctive relief. All provisions of this section shall survive the termination of the Agreement, whether by expiration or otherwise.

3. Applicant receives the information recognizing that the *City* makes no warranty with respect to the Information whatsoever including, but not limited to, no warranty as to the accuracy of the Information. The *City* makes no warranty of fitness or merchantability, either express or implied, in regard to the Information provided Applicant hereunder. The Information is provided "as is" and with all false and/or discrepancies which may exist. There are no warranties extending beyond the face of this Agreement. The *City* shall not be liable for any delay, no matter what the reason, in providing the information to Applicant.
4. Applicant shall indemnify and hold harmless the *City* and its officers, employees and agents from and against all losses, claims, demand, actions, payments, costs, suits, liabilities, expresses and damages (including any damages that are direct, consequential or otherwise) whether or not caused by the negligence of the *City* or its officers, employees or agents which are in any way related to this Agreement or to the Information or to any use to which Applicant may put the Information. If it becomes necessary for the city to defend any action seeking to impose any such liability, the applicant will pay the City all costs of Court and attorneys' fees incurred by the City in affecting such defense. In addition to any other sums, which the City may be called upon, to pay by reason of any litigation in which any claim is asserted.
5. Any breach by Applicant of any provision of this Agreement, including the unauthorized use or disclosure of the Information, shall entitle the *City* to terminate the Agreement. Upon termination of the Agreement, use of the Information shall be immediately discontinued and the Applicant that all copies or partial copies of the Information have been returned shall return all copies of the Information, in any form, to the *City* along with a certification. Such action by Applicant, however, shall not limit the *City's* remedies for Applicant's breach of the Agreement or any unauthorized use of the Information. Applicant shall be liable to the *City* for any and all damages that the *City* may suffer by reason of such breach or unauthorized use.
6. This Agreement embodies the entire Agreement between the Applicant and the *City*. The laws of the State of Rhode Island shall govern the Agreement. The parties further agree to be contractually bound to submit themselves to the personal jurisdiction of the courts of Rhode Island. The venue of any court proceeding shall be in the judicial district of Woonsocket at Woonsocket.
7. APPLICANT ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, TOGETHER WITH EXECUTED SUPPLEMENTS, SCHEDULES, ATTACHMENTS AND/OR SPECIFICATIONS, IF ANY.

DATED THIS _____ DAY OF _____, 20__

WITNESSED By:

APPLICANT:

BY: _____
It's Duly Authorized