

Terms and Conditions for Use of City of Corpus Christi LIDAR Data

WHEREAS, the City of Corpus Christi (“City”) owns LIDAR data and maps (“Data”) which is copyright protected;

WHEREAS, _____ (“Company”) desires to obtain a copy of the Data solely for use in its _____ project (“Project”);

WHEREAS, Company must only use the Data for the Project;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Company agree as follows:

1. The City shall provide to Company a copy of portion of the Data which is available for the Project. The Data is provided solely for Company’s non-commercial use for the Project.
2. The City shall charge for the Data based on rates established in 1 Texas Administrative Code Chapter 111.
3. The City continues to assert its copyright of the Data. If Company uses any portion of the Data for a purpose other than the Project or if Company sells the Data, it shall be deemed a commercial use in violation of the City’s copyright of the Data, and Company shall pay, upon 30 days of the written demand of the City Manager or designee, \$250,000 for City’s costs to create the Data, plus any profits that Company received for use of the Data. Company also agrees to pay City’s legal costs to collect these amounts. This covenant not to use the Data commercially or to pay for any such commercial use in the manner set out in this section is additional consideration
4. Company agrees to safeguard the Data. Company agrees that Company will not export any of the Data without the City of Corpus Christi City Manager’s prior written approval.
5. If the Company wishes to dispense paper copies of the Data, Company agrees to legibly stamp or imprint the following on each paper copy: “© 2004 City of Corpus Christi, Texas. USE AT YOUR OWN RISK. THIS DATA MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF CORPUS CHRISTI MAKES NO REPRESENTATIONS OR ANY WARRANTIES REGARDING THIS DATA. THE CITY OF CORPUS CHRISTI DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THIS DATA.” This notice must be updated annually to show the then-current year of copyright.
6. The exclusive venue for any proceeding arising out of Company use of the Data shall be in the appropriate court of jurisdiction in Corpus Christi, Nueces County, Texas.
7. **THE DATA MAY INCLUDE INACCURACIES OR ERRORS. THE CITY OF CORPUS CHRISTI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, SUITABILITY, OR FITNESS FOR ANY PURPOSE, OR ANY WARRANTY WITH REGARD TO THE DATA.**

USE OF THE DATA IS SOLELY AT THE RISK OF THE USER. ALL DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE CITY OF CORPUS CHRISTI DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE DATA, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8. IN NO EVENT SHALL THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM OR IN CONNECTION WITH THE USE OF THE DATA, AND WHETHER OR NOT THE CITY, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES OR AGENTS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability disclaimers, then the invalid and unenforceable provision will be substituted with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms and conditions continues in effect.

10. A printed version of these terms and conditions and of any notice given in electronic format is admissible in judicial or administrative proceedings related to use of this Data to the same extent as other business records.

11. Any notice to the parties to this Agreement may be hand-delivered or mailed to the following addresses:

City of Corpus Christi
Attn: Municipal Information Systems Director
P. O. Box 9277
Corpus Christi, Texas 78469-9277

(INSERT NAME OF COMPANY)
(INSERT CONTACT NAME AND TITLE)Address
(INSERT ADDRESS)

Agreed to and accepted by:

(NAME OF COMPANY)

By: _____ -
Name: _____
Title: _____
Date: _____