TOWN OF DEDHAM, MA
GIS Data and Publications Release, Indemnity and Hold Harmless Agreement

PURPOSE:

The purpose of this Release, Indemnity and Hold Harmless Agreement (hereinafter the "Agreement") is to specify the terms and conditions under which the Town of Dedham shall exchange and distribute geographic information system (GIS) data and publications, including but not limited to, digital planimetric, topographic, orthophotographic, GIS data products, GIS maps and data processing services.

GENERAL TERMS AND CONDITIONS:

I, _____, in consideration of the provision by the Town of Dedham of Geographic Information System (GIS) data and publications in good faith, and for other good and valuable consideration, hereby acknowledged, do hereby agree to RELEASE the Town of Dedham, its employees, agents, officers, volunteers, and contractors (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries, property damage or financial loss which I or my employees, employers, partners, affiliates, agents, successors or assigns may have as the result of the provision of said GIS data and publications. I understand and agree that the Town makes no warranty in regard to the data whatsoever, including, but not limited to, a warranty of the accuracy of the data or publications. I agree that the Town has no liability arising from incomplete, incorrect, inaccurate or misleading data provided.

I further understand and agree that the Town makes no warranties of fitness or merchantability either express or implied in regard to the data or publications provided hereunder. The data or publications provided are provided "as is".

I further understand and agree that I will have no claims to data or publication updates.

I hereby agree to defend, indemnify, reimburse and hold harmless the Town and its employees, agents, officers, volunteers and contractors from and against all losses, claims, demands, actions, payments, costs, suits, liabilities, including attorney's fees, expenses and damages (direct or inconsequential) whether or not caused by negligence of the Town, its employees, agents, officers, volunteers and contractors, which are incurred by or recovered against the Town for any reason whatsoever arising out of or relating to this Agreement, the data or publication, or to any use to which I or others might put the data or publication provided hereunder. I hereby further covenant for myself and for my employer, employees, partners, affiliates, my successors and assigns not to sue the said Town or its employees, agents, officers, volunteers and contractors on account of any such claim, demand or liability.

All maps or other documents produced using the data supplied by the Town through this Agreement must contain a data source credit, prominently displayed, such as "GIS data supplied by the Town of Dedham". Also, a disclaimer statement shall be attached or displayed stating:

> *"The Town of Dedham makes no claims, no representations and no warranties, express or implied, concerning the validity (expressed or implied), the reliability or the accuracy of the GIS data furnished by the Town, including the implied validity of any uses of such data".*

If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation. By signing below, I acknowledge that I am so authorized, I have read this agreement, understand it and agree to be bound by its terms and conditions.

Witness my hand and seal this _____ day of _____.

Name (Printed): _____

Company: _____

Address: _____

City/Town, State, Zip _____

Email: _____

Date: _____

Signature: _____

THIS FORM MAY NOT BE ALTERED