This agreement made this __________ day of __________, 20____, between the County of Chenango, a municipal corporation of the State of New York, having its office for the Real Property Tax Services located at 5 Court Street, Norwich, N.Y. 13815 (hereinafter referred to as the “County”); and ______________ having its principal place of business at ______________ (hereinafter referred to as the “User”).

1. USER’S OBLIGATION

(a) It shall be the User’s responsibility to purchase the computer equipment and the necessary hardware and software or to make any necessary modification to their existing equipment which may be necessary to effect access to the GIS data. This includes the purchase and installation of applicable software as well as the applicable license for the operation of said software.

(b) The User shall be responsible for assuring the proper use, management, and supervision of their machines, programs, audit controls, operating methods, office procedures, and for conforming with the necessary controls over access to data to prevent unauthorized use.

(c) The User shall be responsible for insuring that the location of data is not used by unauthorized personnel to access information from the system. The user shall not give or resell ID and PIN to another party.

(d) Information accessed from the County system is for the use of the User in the ordinary course of his/her/its business. The information is not intended for nor shall said information be used for commercial resale. The ID and PIN is solely for the User’s use only.

2. INDEMNIFICATION BY USER

User agrees to protect, defend, indemnify, and hold the County and its officers and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including but not limited to the amount of judgments, penalties, interest, court costs, and legal fees incurred by the County arising in favor of any party, occurring in connection with, or arising, directly or indirectly, out of this agreement.
3. WARRANTIES

(a) The County and its municipalities do not expressly or implicitly warrant that the information or data accessed by the User is accurate or correct. There are no express or implied warranties in connection with this service. In no event shall the County or its municipalities by responsible for an inability to provide any service at any time for any reason whatsoever.

(b) User understands that the information provided under this agreement was compiled for assessment purposes. There is no warranty of the fitness of this data for other applications. User also understands that tax maps are not instrument or boundary surveys and shall not be relied on as such.

(c) Reproduction of all or a portion of any tax map without written permission of the County is a violation of Copyright Law.

4. ASSIGNMENT

User agrees not to assign any right or interest in this agreement. Any attempt by the User to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

5. ENTIRE AGREEMENT

This agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein.

IN WITNESS THEREOF, the duly authorized officers of the respective parties have executed this agreement.

USER

BY: ____________________________

Signature

______________________________

Printed Name

______________________________

Business Name

______________________________

Business Address/E-Mail Address

CHENANGO COUNTY REAL PROPERTY TAX SERVICES

BY: ____________________________

Signature

______________________________

Printed Name

______________________________

Title

______________________________

Date 111 - 06 P

Resolution #

______________________________

Check Number

Amount Paid

($250  Internet Service // $25  PIN )
STATE OF NEW YORK   )
COUNTY OF CHENANGO)SS:

On this _____ day of ____________, 20__, before me the undersigned, personally appeared
______________________________________, personally known to me or proved to me on the basis of satisfactory
evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me
that he executed the same in his capacity, and that by his signature on the Instrument, he executed the
instrument.

______________________________
Notary Public

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