



REQUEST FOR PURCHASE OF DIGITAL PHOTOGRAPHY

Applicant Name _____

Company (if applicable) _____

Telephone Number _____

Tiles or Parcels to be included. Map of tiles is available at the customer service center.

Please read and sign the following **CRANBERRY TOWNSHIP DIGITAL PHOTOGRAPHY LICENSE AGREEMENT**. If you have any questions please call the Township offices at 724-776-4806, Engineering Division. Request will be processed in 3 - 5 working days and you will be contacted for pickup of requested Material. Digital Photography will include:

- Digital Photography of the requested tiles in .tif format
- Contouring at 2 foot intervals of the requested area
- Control points and associate control point locational information

Return form to Engineering Division with Payment

For Office Use Only:

of Tiles _____ X \$125 = _____

Full Aerial Purchase - \$10,000

Payment - Cash Check Credit (Visa Mastercard)

Check # - _____

**CRANBERRY TOWNSHIP DIGITAL PHOTOGRAPHY
LICENSE AGREEMENT**

This is a legal agreement between you and Cranberry Township, Pennsylvania. The Digital Photography of Cranberry Township (hereinafter “Digital Photography”) is licensed to you, the original purchaser, for use according to the terms and conditions set forth herein.

License.

CRANBERRY hereby grants LICENSEE a nonexclusive, nontransferable license to use the Digital Photography, subject to the terms and conditions of this Agreement. Title to and all rights in the Digital Photography are and shall remain at all times with CRANBERRY.

LICENSEE may not distribute or re-distribute the Digital Photography to others unless CRANBERRY gives its express written consent to LICENSEE to do so in a separate agreement for distribution rights entered into between LICENSEE and CRANBERRY. (Contact CRANBERRY concerning this separate agreement.) If CRANBERRY determines that LICENSEE distributes or re-distributes the information conveyed to it pursuant to this Agreement, LICENSEE may be denied future right to purchase Digital Photography.

Rate. LICENSEE agrees to purchase the license at a rate of \$125.00 dollars per tile or \$10,000 for the entire Township (475 tiles); each tile consists of 30 acres in electronic format with control points and contours.

Term. This Agreement shall begin on the Effective Date.

Use. LICENSEE may use the Digital Photography solely in the furtherance of LICENSEE’s internal business operations. In no event may LICENSEE copy or distribute, except for internal purposes, transfer (electronically or otherwise), sublicense, rent or re-sell the Digital Photography, or any portion thereof, or in any way operate as a service bureau with respect to the Digital Photography, provided that this restriction shall not apply to individual terms of the information which are publicly available. LICENSEE agrees to notify CRANBERRY of any errors in the Digital Photography which LICENSEE discovers.

Disclaimer of Warranty. The information contained in the Digital Photography is not guaranteed and neither CRANBERRY, nor its sources of information will be liable to LICENSEE

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LICENSEE acknowledges that:

CRANBERRY does not warrant the accuracy or completeness of the information contained in the Digital Photography;

CRANBERRY does not warrant that the operation of the Digital Photography will be uninterrupted or error free;

The information contained in the Digital Photography changes constantly.

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Indemnification. LICENSEE agrees to indemnify and hold CRANBERRY harmless from and

against any loss, cost, damage or expense, including reasonable attorneys' fees, resulting from or related to any claim or action which relates to (i) LICENSEE's use of the Digital Photography or (ii) this Agreement.

General.

This Agreement may not be assigned or transferred by LICENSEE without the express prior written consent of CRANBERRY.

If any provision or a portion of a provision of this Agreement is determined to be invalid or unforeseeable, it shall be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

HAVING CAREFULLY READ THE TERMS OF THIS Digital Photography LICENSE AGREEMENT, THE LICENSEE AGREES TO BE LEGALLY BOUND HEREBY.

LICENSEE

Name: _____

Date: _____

Title: _____

Signature: _____