

2019-20 Custom Data Request



Procedure

1. After specifying your request and receiving confirmation, including cost, as per the instructions on the Custom data orders page,¹ print and fill out this form.
2. **Accept the Terms and Conditions** by signing as indicated on page 3.
3. Mail this form, *including the signed Terms and Conditions*, and a check for the total cost of your order, if a firm price for your order has been received, to the address shown below. (Keep a copy of the completed form and the signed Terms and Conditions for your records.)

| | |
|----------------------------|------------------------|
| Date: _____ | E-mail: _____ |
| Name: _____ | |
| Title: _____ | Mailing address |
| Organization: _____ | _____ |
| Department: _____ | _____ |
| Phone: _____ | _____ |
| Fax: _____ | _____ |

Data Request Details

Data Description: _____

Desired File Format: Esri geodatabase shapefile other (see Data Description)

Delivery Method: CD or DVD / U.S. mail e-mail
CD or DVD / will call at KCGIS Center² FTP

| | | |
|-------------|---|-------|
| Cost | Quoted Price: ³ | \$. |
| | Add \$2.50 postage & handling for mail orders: | \$. |
| | Total Enclosed: | \$. |
| | Your check number (optional): | _____ |

MAKE CHECKS PAYABLE TO: King County Finance Department

Make sure your check is for the exact amount of purchase—*no cash refunds will be made for checks written for more than the amount due.*

MAIL TO: King County GIS Center Spatial Services
KCIT BFS (MS: CNK-IT-0600)
401 Fifth Avenue
Seattle, WA 98104-3855

¹ <http://www.kingcounty.gov/services/gis/GISData/custom-data-orders.aspx>

² 24-hour notice please; \$5.00 per CD or \$10.00 per DVD

³ Minimum price: \$410.00

King County GIS Center Client Services

STANDARD TERMS AND CONDITIONS

SCOPE OF SERVICES TO BE PERFORMED

King County GIS Center (KCGIS Center) shall perform those services which are specified and described in the form on the Page 1. The form will also indicate the estimated cost and proposed schedule for performing the specified services. Work will commence only after both the service specification and the cost estimate have been agreed to and approved by the client. If it becomes necessary or desirable to perform additional work, KCGIS Center and Client shall negotiate and agree in advance to the scope, schedule, and cost of this additional work, which will be documented in a written amendment to the current agreement.

COMPENSATION AND METHOD OF PAYMENT

KCGIS Center services are provided on a time and material basis. KCGIS Center reserves the right to renegotiate the not-to-exceed hours limit if Client changes the project requirements, or if the original labor estimate is incorrect. Labor is billed according to the published price for actual hours worked. Costs for printing and plotting services are billed according to KCGIS Center published prices. Other costs, including, but not limited to, travel, special software, custom data, etc., will be invoiced at actual cost. KCGIS Center shall submit invoices for work performed to Client for payment on a monthly basis, and Client shall pay KCGIS Center the invoiced amount within thirty (30) calendar days of the invoice date. Balances past due 30 days incur 1% monthly interest. Payment shall be made to the address identified on the KCGIS Center invoice.

KCGIS Center reserves the right to change the published labor and printing prices at the beginning of each calendar year, or at other times if costs change significantly, provided that advance notice is given to Client.

TAXES

Costs for staff time and material are quoted exclusive of any state sales tax or other local taxes. Any taxes due will be added to the invoice for payment by Client.

CANCELLATION

If a project is cancelled by Client before completion, Client will be liable for payment for (1) The completed deliverables provided prior to the effective date of the cancellation; and (2) KCGIS Center's costs for terminating activities related to the provision of the work, including the cost of partially completed work, that KCGIS Center cannot reasonably avoid. Cancellation of a project by Client shall release KCGIS Center from any obligation to provide further work subsequent to the cancellation.

GUARANTEE/WARRANTY

Client understands, acknowledges, and agrees that, to the maximum extent permitted by law, KCGIS Center will provide all products and services "as-is", without any guarantee or warranty of any kind, either express or implied. KCGIS Center does not guarantee or warranty that (1) The deliverable items furnished for this project will meet Client's needs or expectations in all respects; or (2) Any system design or plan it provides will perform to Client's expectations or requirements in all respects, or will work without interruption, or that all system nonconformities, defects, or errors can or will be corrected. KCGIS Center specifically disclaims all warranties, express or implied. Client further acknowledges and agrees that (1) Client is not relying on any KCGIS Center statements, promises, or information; (2) To the extent that the deliverable items are to be used by Client for making judgments, the deliverable items are intended for use solely by professionals trained in making those judgments; and (3) KCGIS Center is not responsible or liable for any consequences or damages which may result from Client's use of deliverable items to make any such judgments.

OWNERSHIP AND RIGHTS OF USE

Any copyrightable or patentable new material that results from services rendered by KCGIS Center to Client shall be the sole property of Client, provided that KCGIS Center shall have and retain a perpetual, non-exclusive, royalty-free right to use any and all such new material at and in KCGIS Center 's sole discretion. KCGIS Center may include Client name and work samples in future informational material, unless requested otherwise by Client.

Signed acceptance of these terms and conditions is required on Page 3.

THE DISC(S) OR MAP PRODUCT(S) WHICH YOU ARE ORDERING ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

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As between you and King County, the exclusive jurisdiction and venue for any dispute, action, or suit of any nature involving this Disc(s) or map product(s) and its content, including, but not limited to, actions for injury to a person or property or infringement of intellectual property rights, shall reside in either the Federal District Court, Western District of Washington or the Superior Court of Washington situated in King County, Washington. Washington and federal law, as applicable, shall apply to all such matters.

I accept and will abide by all of the terms and conditions on Pages 1, 2, and 3.

Signature _____ Date _____

(Print name _____)