



License Agreement for Digital Mapping Data

Fill the boxes below

Contact Name & Position:	Company Address:
Company Name:	City:
Email Address:	Province:
Phone:	Postal Code:

(hereinafter called the 'purchaser') hereby orders from the Town of Canmore (hereinafter called "The Town") the following data:

Provide a Description of the Data Items Requested:	Specify Desired File Format (CAD, Shapefile, Image, etc):	Dataset Available? (For Town Use Only)
1.		
2.		
3.		
4.		
5.		

CONDITIONS OF SALE

1. The purchaser agrees to pay to the Town the agreed upon sum for preparing, assembling and transmitting the data.
2. The purchaser agrees to use the data solely for the purpose of: *(provide a brief description of project below)*

3. The purchaser agree to be included in a registry of data licensees that describes the datasets provided and the contact information
4. The Town of Canmore bears no responsibility for data updates after the date of purchase. In view of the date sensitive nature of the data, it is the sole responsibility of the purchaser of the data to confirm with the Town whether updated versions are available before making use of the data or providing it to others. The Purchaser must have prior written permission from Town before providing the data to other users, and agrees to advise any and all users of the age and status of the data.
5. The purchaser agrees that the Town makes no warranty with regard to the accuracy of the data, its formatting, presentation or storage and does not accept any liability arising from any incomplete, incorrect or misleading data, dangers or hazards arising from the use of the data. The Town provides the data, any related communication and any storage media without liability to the Town, or its' employees for any loss of any kind the purchaser may sustain for any reason.
6. The purchaser hereby releases and discharges, and grants a waiver to, the Town, its employees and agents for any and all claims, obligations, loss, actions, rights of action, and damages (including damages direct, consequential or otherwise) including any arising from any negligence of the Town, its employees or agents that the purchaser may sustain from or in connection with the preparation or provision of and receipt by the purchaser of the data or any storage media and other activity or occurrence in respect of the data or storage media.
7. The purchaser further covenants and agrees that the Town has, and shall continue to have, the absolute right, privilege and entitlement to make any such other use, disclosure to any person, application or retention, or any other handling of or dealing with the supplied data as the Town sees fit and in any format and storage media as the Town sees fit, and nothing in or arising from this Agreement shall in any way limit, restrict or impinge upon the aforesaid right, privilege and entitlement of the Town.
8. Nothing in this Agreement shall reduce or diminish the Town's ownership of or copyright in the data or its compilation or arrangement. Any analyses, programs, systems, software and formatting in the data or on the storage media shall be property of the Town.

**ANY PUBLICATION OF THIS DATA REQUIRES CREDIT REFERENCE TO DATA SOURCE
 (i.e. data source: Engineering Department, TOWN OF CANMORE)**

DISCLAIMER: The location of utilities are approximate only, the exact location should be determined by consulting EPCOR or the private companies concerned for field locates. Contractors shall prove the location of utilities and are responsible for adequate protection from damage. Information supplied is current only to the date in the digital file and/or the hard copy output.

By signing below you declare you have read and agree to the conditions of sale and disclaimer.

 Name

 Signature

 Date

This information is being collected under the Authority of Section 33(c) of the *Freedom of Information and Protection of Privacy Act (F.O.I.P.)* If you have any questions about the collection of this data, contact the FOIP coordinator at 678-1509.



Datasets Provided (for Town use only):

File Name	Description	Processing Time (hours)	Fee (75\$/hr) 75\$ minimum total charge
1.			
2.			
3.			
4.			
5.			
Sub Total:			
G.S.T:			
Total:			

Provided by (Name): _____
 Date: _____