

# APPLICATION FOR RELEASE OF DIGITAL DATA

Applicant \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Organization \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Please describe the digital data you are requesting: \_\_\_\_\_

## Conditions for Release of Information

1. Digital data shall not be used for any purposes associated with land survey.
2. Digital data shall not be used for any purpose that does not comply with Idaho Statute 74-102, Public Writings under 74-102 dealing with the prohibition on distribution or sale of mailing or telephone number lists. *Section (b) No list of persons prepared by the agency or independent public body corporate and politic may be used as a mailing list or a telephone number list except by the agency or independent public body corporate and politic or another agency without first securing the permission of those on the list, unless exempted by sections (2) through (9) of said code. If a court finds that a person or public official has deliberately and in bad faith violated the provisions of Idaho Code as provided by the statute, the person or public official shall be liable for a civil penalty assessed by the court in an amount not in excess of one thousand dollars (\$1,000) which shall be paid into the general account.*
3. Bonneville County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timelines or completeness of any of the digital data information provided herein. Applicant expressly agrees that the use of digital data provided herein is at the applicant's sole risk. **BONNEVILLE COUNTY EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** The County of Bonneville assumes no liabilities for:
  - a) Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or
  - b) Any decision made or action taken or not taken by the applicant in reliance upon any information or data furnished hereunder.
4. Applicant shall not distribute or otherwise use digital data for any commercial use or as a primary element of a commercial product. Applicant may use digital data in the normal course of their business operations. Applicant will not sell the digital data in digital form as a stand alone product to any other person or entity, without express written approval of the Board of County Commissioners.
5. Applicant agrees that in the event of his or her breach of the terms and conditions of this agreement and application, applicant will forthwith, upon demand of the County, return to the County the original file containing such digital data and will destroy and immediately and permanently remove all copies thereof maintained on applicant's computer, or any storage medium owned or controlled by applicant.
6. Applicant further agrees to pay a civil penalty to the County in the amount of \$100 per day for each day on which applicant is in breach of this agreement, together with any and all damages caused to or suffered by the County as a result of applicant's breach of this agreement. Applicant agrees to pay the reasonable attorneys fees and costs incurred by the County in enforcing the terms and conditions of this agreement. Applicant further agrees to indemnify and holds the County harmless for all claims, suits, actions, or demands of any kind, including attorneys fees and costs arising out of the applicant's use, distribution (whether or not authorized by the County) or reliance upon, such Digital Data.

Fee Collected \$ \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

County Approval \_\_\_\_\_