



STATE OF ILLINOIS

**PIATT COUNTY**

*in the heart of agricultural America*

## Interactive Map Subscription Agreement

**Piatt County GIS**  
**101 W Washington Street**  
**Courthouse Room 107**  
**Monticello, Illinois 61856**  
**Phone (217) 762-3111**  
<http://www.piattcounty.org>

By agreeing to the terms, the user acknowledges and accepts the terms and conditions of this Subscription Agreement.

This agreement is between Piatt County and the Subscriber, for access to the Piatt County Web-based Interactive Subscription Mapping Site (PCSS), in exchange for a fee of \$30.00.

### Terms and Conditions

#### TERM

This agreement shall be for one year from the date of the receipt of payment.

#### NO WARRANTY

The data are provided "as is". There is no guarantee or warranty concerning the accuracy or completeness of information or data accessed or retrieved from PCSS website. **No warranty is made, either expressed or implied, as to any other matter whatsoever, including, without limitation, the condition of the product, or its fitness for any particular purpose.** The burden for determining fitness for use lies entirely with the Subscriber.

#### LIMITATION OF LIABILITY

In no event shall Piatt County have any liability whatsoever resulting from information or data accessed or retrieved from PCSS website by the Subscriber with whom Piatt County has entered into this Agreement for payment of any consequential, incidental, indirect, special, or tort damages of any kind, including, but not limited to, any loss of profits arising out of use of or reliance on the data or arising out of the delivery, installation, operation, or Subscriber support relating to the same.

**Piatt County Web-based Interactive Subscription Mapping Site (PCSS) Agreement**  
**101 W Washington Street, Monticello, IL 61856**

### PROTECTION OF PROPRIETARY RIGHTS

Reproduction or redistribution of the data downloaded or obtained from PCSS outside the Subscriber's organization or entity is expressly forbidden. None of the data shall be electronically duplicated by the Subscriber by any means for use by others, in whole or in part, without express written permission of Piatt County. Resale of the data by the Subscriber is prohibited. The data provided by Piatt County shall remain the property of Piatt County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, use, or provide the data to others as it deems appropriate in its sole discretion.

### ACCESS

Access credentials in form of a username and password will be provided to the Subscriber upon receipt of payment for access to PCSS. Distribution of the credentials outside the Subscriber's organization or entity is expressly forbidden.

### DAYS AND HOURS OF OPERATION

Every effort will be made to make PCSS available seven days a week, 24 hours a day, including holidays. Exceptions include periods of preventive or remedial maintenance and/or operational or security issues.

### SUBSCRIBER OBLIGATIONS

It is the responsibility of the Subscriber to purchase, obtain, and install all necessary equipment, software and services necessary to properly access to the PCSS website. The Subscriber is responsible for ensuring the access credentials are not distributed outside of the Subscriber's organization or entity.

### CREDITS

Source to list: **Piatt County**

Any hard copies made by the Subscriber utilizing any of the data shall clearly indicate the source. If the Subscriber has modified or supplemented the data in any way, the Subscriber is obligated to describe the types of modifications or supplementation they have performed within the distributed media. The Subscriber specifically agrees not to misrepresent any data, nor to express or imply any changes made in the data have been approved unless actual prior approval by Piatt County has been obtained.

### TERMINATION

Either party may terminate this agreement without cause upon 7 days written notice. The Subscriber remains responsible for payment. This Agreement may be terminated immediately by Piatt County for Subscriber's failure to comply with any of the terms of this Agreement or failure to perform any of its obligations. This Agreement shall also terminate immediately if the Piatt County Board fails to appropriate or continue funding for services provided under this Agreement.

REMEDY FOR VIOLATION

In the event the Subscriber exceeds the scope of this agreement or in any other manner violates the terms and conditions hereof, Piatt County shall have the right to enjoin such activities as violate the terms of this agreement and may seek any other allowable remedies, including the right to obtain its reasonable costs and attorney fees in connection therewith.

_____ Firm/Individual Name	_____ Phone
_____ Address/PO Box	_____ City State Zip
_____ By: (Printed Name)	_____ E-mail
_____ Title	
_____ Signature	_____ Date

Above named subscriber hereby agrees to the terms and conditions in the attached INTERACTIVE MAP SUBSCRIPTION AGREEMENT.

Inquiries regarding the Agreement should be directed to Trish Gale, Zoning and GIS Administrator at [zoning@piattcounty.org](mailto:zoning@piattcounty.org) or 217.762.3111

**Payment by Check:**

Print and mail or bring this entire agreement (3 pages), signed and dated, along with payment to:

**Piatt County GIS  
101 W Washington Street  
Courthouse Room 107  
Monticello, Illinois 61856**

**Payment by Credit Card:**

Email copy of completed and signed agreement (3 pages), to: [zoning@piattcounty.org](mailto:zoning@piattcounty.org).  
A PayPal invoice, along with instructions, will be returned to you by email.

**Please note: A credit card transaction fee of \$1.17 is charged per subscription.**