



**LATAH COUNTY GIS**  
**Latah County Courthouse**  
PO Box 8068, 522 South Adams  
Moscow, ID 83843

(208) 883-7220 ♦ FAX (208) 883-7225 ♦ E-Mail: [gis@latah.id.us](mailto:gis@latah.id.us) ♦ In Latah County, Toll Free: 1-800-691-2012

Online GIS Subscriber Service Application

| Instructions  |                                  |                                      |                                 |
|---|----------------------------------|--------------------------------------|---------------------------------|
| Please complete the application, read and sign the attached agreement acknowledging your acceptance of its terms. Incomplete or unsigned applications will not be accepted. Upon acceptance of Subscriber Application and confirmation of payment, Latah County will assign a subscriber ID and password (Section 5). A copy of this form will be returned to you. If this is an initial application please sign page 1, 3, and the affidavit regarding mailing lists. For unexpired renewals, please only sign and submit page 1. You may, upon renewal, change service durations. |                                  |                                      |                                 |
| Please submit to: <b>Latah County GIS</b><br><b>Latah County Courthouse 522 S Adams, Room 205, P.O. Box 8068, Moscow, ID 83843</b>  |                                  |                                      |                                 |
| 1. Applicant Information  |                                  |                                      |                                 |
| a. Applicant<br>[Redacted]  | b. Contact Phone<br>[Redacted]   | c. Email Address<br>[Redacted]       |                                 |
| d. Mailing Address<br>[Redacted]  | e. City<br>[Redacted]            | f. State<br>[Redacted]               | g. Zip code<br>[Redacted]       |
| 2. Service Duration Selection   |                                  |                                      |                                 |
| Duration of Service Requested   | <input type="checkbox"/> Monthly | <input type="checkbox"/> Semi-Annual | <input type="checkbox"/> Annual |
| 3. Please Describe Major Intended Use of Online GIS   |                                  |                                      |                                 |
| [Redacted]  |                                  |                                      |                                 |
| [Redacted]  |                                  |                                      |                                 |
| [Redacted]  |                                  |                                      |                                 |
| [Redacted]  |                                  |                                      |                                 |
| [Redacted]  |                                  |                                      |                                 |

| 4. Signature  |                         |
|---|-------------------------|
| By signing below, the subscriber accepts the terms and conditions outlined in the subscriber agreement. |                         |
| Authorized Agent Signature [Redacted]   | Printed Name [Redacted] |
| Position [Redacted]   | Date [Redacted]         |

| 5. Assigned User ID and Password (Please DO NOT Write Below This Line) |  |
|--|--|
|--|--|

Customer Number: \_\_\_\_\_

Start Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ (Subscription Renewals are due 7 days prior to the expiration date.)

Subscriber ID: \_\_\_\_\_

Password: \_\_\_\_\_

**Exhibit A**  
**GIS Mapping Service Subscription Agreement**

THIS AGREEMENT is between the COUNTY OF LATAH, a political subdivision of the State of Idaho (referred to as “County”), and \_\_\_\_\_, whose address is \_\_\_\_\_ (referred to as “Subscriber”).

**The parties agree as follows:**

1. **SUBSCRIPTION.** The County grants to the Subscriber a non-exclusive, non-transferable subscription to use the online GIS mapping service subject to the terms and conditions of this agreement.
2. **SUBSCRIPTION FEE.** Upon receipt of subscription fee, as provided in the attached Subscription Fee Schedule, designated as Attachment A, and hereby incorporated by reference, and signed subscription application, the County will assign the Subscriber a username and password that will remain valid for the term of the agreement and so long as the subscription does not lapse. Should the Subscription Agreement lapse, a new application for subscription must be submitted to the County and signed.
3. **TERM.** This agreement shall commence upon execution by all parties and continue until terminated. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. Failure of the Subscriber to comply with this agreement may result in immediate termination of the agreement at the sole discretion of the County.
4. **USE OF ONLINE GIS MAPPING SERVICES.**
  - a. The online GIS mapping service may be used by the Subscriber for its internal use, provided that it does not violate any state law restrictions. The GIS mapping services are provided only for use in computerized study of maps to depict the approximate location of existing and proposed facilities, existing and proposed boundaries and districts, and other relevant information provided therein.
  - b. The Subscriber must additionally agree to sign the Affidavit regarding mailing lists.
5. **RESTRICTIONS ON USE.**
  - a. The GIS mapping service shall only be accessed on computers under the control of the Subscriber.
  - b. The subscription agreement shall not be assigned, sublicensed, or otherwise transferred by the Subscriber without the prior consent of the County.
6. **TITLE.** Except as otherwise provided, the County does not transfer any right, title, or interest in the GIS data contained in the mapping service to the Subscriber.
7. **FUTURE SUBSCRIPTION.** The County does not guarantee that subscriptions will be available after expiration of current subscription, nor that same service will be in the same format.

**8. WARRANTY.**

- a. The online GIS mapping services are provided “AS IS,” without any warranty of any type whether expressed or implied, including any warranties of merchantability or fitness for a particular purpose.
- b. The data contained in GIS map product is subject to constant change and its accuracy cannot be guaranteed. The County does not warrant that the functions contained in the GIS maps will meet the requirements of the subscriber or that the operation of GIS service will be uninterrupted or error free, or that any defects of the County’s GIS service will be corrected.

**9. LIABILITY.**

- a. The Subscriber assumes the entire risk, including quality, performance, and usefulness of online mapping service.
- b. The County will not be liable in any event for any damages resulting from loss of data, loss of profits, loss of use of mapping service or any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of the County’s liability will apply regardless of the form of action, whether in contract or tort.
- c. The Subscriber shall indemnify, defend, and hold harmless the County, their officers, employees, and agents from any and all claims, actions, damages or injuries of any kind and nature whatsoever, by or to any and all persons or property, arising directly or indirectly from this agreement.

**10. TERMINATION.**

- a. **User Rights.** Upon the termination of this subscription, the rights of the subscriber shall cease.

**LATAH COUNTY**

**SUBSCRIBER**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Dated this** \_\_ day of \_\_\_\_\_, 20\_\_.

**Dated this** \_\_\_ day of \_\_\_\_\_, 20\_\_.

AFFIDAVIT REGARDING MAILING LISTS

STATE OF IDAHO )  
 ) ss.  
County of \_\_\_\_\_)

I/We the undersigned claimant(s) state under oath that I/we have requested the following documents:

**LATAH COUNTY ONLINE GIS SUBSCRIPTION**

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Pursuant to Idaho Code 9-348, I/We further certify under penalty of law that the information being provided by Latah County will not be used as a mailing list without first securing the permission of those on the list.

DATED \_\_\_\_\_

\_\_\_\_\_  
*Claimant (print)*

\_\_\_\_\_  
*Claimant (signature)*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone*

On this \_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_, before me \_\_\_\_\_,  
*(notary name)*  
a notary public, personally appeared \_\_\_\_\_,  
*(individual's(s)) name(s)*  
personally known to me, or identified to me, to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledges to me that he(she) (they) executed the same.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_  
My Commission Expires on \_\_\_\_\_