

Contract for Web Site Users of Fleming County PVA Office

This contract is made and entered into on _____,
DATE

by and between the Fleming County Property Valuation Administrator and

_____.
having a business address of _____.

The terms and conditions of this contract are as follows:

1. This contract governs the use of the records found on the Fleming County web site, <http://flemingpva.com>. Subscriber may not copy or externally distribute the records in any way not expressly authorized by this contract. Subscriber may not without written consent of the PVA, transfer its rights or delegate its duties under this contract to any other person or organization.
2. Subscriber recognizes that the records provided are subject to change for validity and update purposes. Any and all use of the records is done at the sole risk and liability of the Subscriber.
3. The information is approved solely for the use by the Subscriber and no rights are extended to contractors or other outside temporary or intermittent users. The Subscriber is not permitted to make copies of the information for resale, lease or rent to any third party, or to reverse engineer or to otherwise develop any derivative digital data for commercial sale and/or distribution which incorporates wholly or in part any of the information found on the web site.
4. In the event the Subscriber violates any provision of the contract, the PVA may immediately terminate this contract.
5. Subscriber shall defend, indemnify and hold the PVA harmless from any and all liability for any loss due to any claim arising out of the Subscriber's use of the records provided hereunder, including reasonable attorney's fees.
6. The rights and obligations of the parties under this contract shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky and shall be binding upon the successors and assigns of both parties.
7. Any waiver by the PVA of any term of the contract shall not constitute a waiver of any future action by the Subscriber.
8. If any Subscriber obtains Database or GIS information and fails to comply with KRS Chapter 61.874, they shall be liable to said Property Valuation Administrator for damages equal to: three times the amount that would have been charged for the information if the actual purpose for which it had been obtained or used had been stated; cost and reasonable attorney's fee and any other penalty established by law. (KRS 61.8745)

In witness whereof the parties have caused this contract to be executed by duly authorized persons on behalf of the agency, corporation or individual represented.

SUBSCRIBER

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PROPERTY VALUATION ADMINISTRATOR

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

