

CARBON COUNTY GIS DEPARTMENT

RECEIPT, EXCLUSION OF WARRANTIES, INDEMNIFICATION & RELEASE

Subject to the terms and conditions set forth hereinafter, _____
(hereinafter referred to as "Buyer") hereby acknowledges receipt of GIS Data for
the sum of _____ from the County of Carbon, 2 Hazard Square, Jim Thorpe,
Pennsylvania, 18235 (hereinafter referred to as "Seller"):

1. It is hereby agreed and understood by Buyer that the Seller does not warrant nor certify to the accuracy, the content or the reliability of the information sold to Buyer. The data was prepared for the assessment of real property found within Carbon County. Data purchased is for location purposes only. Buyer must consult with the primary information sources for verification before utilizing same.
2. The Buyer agrees not to alter the data in anyway.
3. The Buyer agrees that the data purchased is for personal use only and not for resale.

4. **EXCLUSION OF WARRANTIES**

**THE PRODUCTS SOLD HEREUNDER ARE PURCHASED
"AS IS – WHERE IS" AND WITH ALL FAULTS.
THERE ARE NO EXPRESS OR IMPLIED WARRANTIES
MADE BY THE SELLER. THE SELLER DOES NOT
WARRANT THAT THE GOODS ARE MERCHANTABLE
OR FIT FOR ANY PARTICULAR PURPOSE.**

5. **EXCLUSION OF CONSEQUENTIAL DAMAGES**

**IN NO EVENT WILL SELLER BE LIABLE FOR ANY
INCIDENTAL OR CONSEQUENTIAL DAMAGES OF
BUYER OR FOR ANY OTHER DAMAGES TO THIRD
PARTIES.**

6. **LIMITATION OF DAMAGES**

**BUYER AGREES RECOVERY FOR DAMAGES
RESULTING FROM ANY AND ALL CAUSES
WHATSOEVER, WILL BE EXCLUSIVELY LIMITED TO
THE REPLACEMENT OF THE PRODUCTS WITH
RESPECT TO WHICH LOSSES OR DAMAGES ARE**

CLAIMED OR TO A REFUND OF ANY PURCHASE PRICE PAID FOR THE PRODUCTS.

7. INDEMNIFICATION BY BUYER

The buyer hereby indemnifies and holds harmless the Seller against any and all claims, actions, demands, losses, suits, lawsuits, costs, expenses, liabilities, penalties and any other damages, including without limitation, counsel fees, professional fees and/or other costs resulting to or incurred by Seller relating to the sale of data.

8. RELEASE BY BUYER

Buyer hereby releases the Seller from any and all liability, actions, suits or claims it may have had, now has, or may in the future have against the Seller relating to the sale of data.

9. ENTIRE UNDERSTANDING

Buyer acknowledges that there are no other written or oral agreements or understandings with the Seller concerning the subject matter hereof and constitutes the entire understanding between the Seller. No amendments, additions or changes to the terms and conditions of this Receipt shall be valid unless set forth in writing and signed by an authorized representative of each of the Buyer and Seller.

10. VENUE

Buyer agrees that any disputes relating to this Document and/or the sale of data shall be heard in the Court of Common Pleas of Carbon County, Pennsylvania before a Judge, and the Buyer hereby waives its right to trial by jury.

IN WITNESS WHEREOF, and intending to be legally bound the Buyer has hereunto set its hand and seal on this _____ day of _____ 20 ____.

BUYER:

(Print name of Buyer)

By: _____

(Print name and title)