

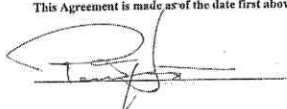
ADAIR COUNTY COMMISSION MINUTES

MONDAY, JUNE 20, 2016

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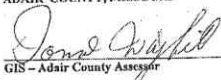
8. **Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the County and shall not be considered or deemed as open, public records, except as provided in Section 67.1850 RSMo. Licensee shall, and hereby expressly agrees that it will, recognize the property interests of the County and the County agrees that it is not, pursuant to this License Agreement, a custodian of any open, public records, except as may exist pursuant to Section 67.1850 RSMo.
9. **Costs.** Licensee shall pay to the County fees for access to and use of the Licensed Materials in accordance with the attached Schedule of Fees.
10. **Release and Indemnification.** Licensee expressly releases and agrees to hold the County harmless from any and all claims or damages arising out of the use of the data or information, the accuracy of the data or information, or any reliance on the data or information. Licensee shall indemnify and hold harmless the county from and against all costs, liability, expenses, claims or other charges, including reasonable attorney fees, arising out of or in connection with Licensee's use of the licensed material.
11. **Disclaimer of Accuracy and Warranties.** Licensee shall and hereby does knowingly accept the data and information "as-is", and the County expressly disclaims any representation or warranty to the completeness or accuracy of the data or information. Further, the County expressly disclaims any representation or warranty as to the suitability of the data or information for any use intended by Licensee. Licensee recognizes that the County shall not be liable for any damages that may arise from any error that may exist in the information or the geographical information system.
12. **Waiver.** The waiver of any breach of any provision of this License Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions.
13. **Modifications.** Any modification of this Agreement shall be in writing executed by each party.
14. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understanding between the parties.
15. **Law.** This Agreement is made in and shall be governed by the laws of the State of Missouri and Adair County, Missouri.

This Agreement is made as of the date first above written by:


 Adair County PUSD #1
Company / Entity

Date 6-13-2016

ADAIR COUNTY, MISSOURI

 6/9/2016
GIS - Adair County Assessor Date

APPROVED AS TO FORM: Attest:

 Andra Collop
Adair County Presiding Commissioner Clerk of Adair County

ATTEST:  
County Clerk Presiding Commissioner