



GIS PRODUCT REQUEST

44 N. San Joaquin Street, Suite 350 | Stockton, CA 95202
 P.O. Box 810 | Stockton, CA 95201
 (209) 468.2885 | www.sjcrov.org

(Please allow 3-5 business days for standard requests and 5-7 business days for custom requests)

Request Date: _____

Requestor's Name: _____ Tel. #: _____

Organization: _____ Cell #: _____

Address: _____

City: _____ State: _____ ZIP CODE: _____

Purpose or use of Requested GIS Product:

Maps: Please check the box next to the map you would like, then enter the quantity, if more than one.

	<u>Price</u>	<u>Quantity</u>	<u>Cost</u>	<u>Office use only</u>
Shape files: free download or \$25.00 for custom export				
Specify layer(s): _____	\$ 25.00	x =		_____
Paper Precinct Maps: Select from below				
Countywide	\$ 25.00	x =		_____
City of Escalon	\$ 25.00	x =		_____
City of Lathrop	\$ 25.00	x =		_____
City of Lodi	\$ 25.00	x =		_____
City of Manteca	\$ 25.00	x =		_____
City of Ripon	\$ 25.00	x =		_____
City of Stockton	\$ 25.00	x =		_____
City of Tracy	\$ 25.00	x =		_____
Set of 8 printed maps (7 cities and countywide)	\$ 65.00	x =		_____
Electronic Media: CD, DVD or USB Drive	\$ 2.00	x =		_____
Data Customer Set-up	\$ 40.00	x =		_____

Price x Quantity = Total: _____

The Registrar of Voters will begin processing your request when payment is received. (Cash, Check or Credit Card with fees)

I hereby certify that I have read and fully understand the terms and conditions of GIS Product as outlined on the next page of this document and entitled, GIS PRODUCT – TERMS AND CONDITION OF USE.

Print Name

Title

Signature

Date Signed

For County Use Only

Completion Date: _____

Completed By: _____

San Joaquin County Registrar of Voters

Mapping Product Disclaimer, Terms and Conditional Use

Disclaimer for GIS and Mapping Products

- 1.** San Joaquin County Registrar of Voters' GIS products are supplemental digital spatial data and visual renderings of data available and maintained by the San Joaquin County Registrar of Voters and should not be used as a substitute for the data contained in the Master Voter File, Street Index or Precinct-District File or data from other County Departments. The geographic information is derived from the San ROV's Election Management System and the San Joaquin County GIS Database. Users are advised to use this data appropriately. Maps provided by the ROV are not survey products.
- 2.** The data products provided by the San Joaquin County Registrar of Voters are based on a snapshot of a dynamic database. The underlying data are constantly changing. Our GIS data is generally shown as a snapshot applicable for one election but cannot be considered an authoritative source of data for that data.
- 3.** The County of San Joaquin does not warrant that the GIS product furnished will meet the applicant's requirements, or that their use will be uninterrupted or error free. The GIS product is furnished "as is" and the County of San Joaquin makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. The entire risk as to the quality and performance of the GIS product furnished is with the applicant. The automated conversion of information and data from the system and format used by the County of San Joaquin to an alternate system or format cannot be accomplished without the possibility of introduction of inexactitudes, anomalies, and errors.
- 4.** In the event the GIS product provided to the applicant in the machine-readable form are so converted, the applicant agrees to assume all risks associated therewith, and to defend, to hold harmless and indemnify the County of San Joaquin from and against any claims, liabilities, losses, damages and costs, including but not limited to attorneys' fees, arising there from or in connection therewith.

Terms and Conditional Use of Voter Data and GIS Products

- 5.** Hold Harmless. The applicant recognizes that changes or modifications to the Registrar of Voters Data or GIS products introduced by anyone other than the County of San Joaquin may result in adverse consequences which the County of San Joaquin can neither predict nor control. Therefore, and in consideration of the County of San Joaquin's agreement to provide the product the applicant agrees, to defend, to hold harmless and indemnify the County of San Joaquin from and against all claims, liabilities, losses, damages, and costs, including, but not limited to attorneys' fees arising out of or in any way connected with the modification, misrepresentation, misuse or reuse by others of the machine-readable and photographic information and data provided by the County of San Joaquin under this agreement. The foregoing indemnification applies, without limitation, to any use of the Registrar of Voters Data or GIS products on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by the County of San Joaquin.
- 6.** Attribution. Applicant shall print the following attribution whenever producing a hard copy plot containing substantial elements of GIS product: "Source: County of San Joaquin Registrar of Voters."
- 7.** Liability. The County of San Joaquin shall not be liable for any activity involving the GIS or other data product.
- 8.** Copyrights and/or Patents. The copyrights and/or patents for all or any of the work and materials used in creating the GIS product shall be vested in the County of San Joaquin, exclusively. The applicant shall not challenge or act in any way inconsistent with or detrimental to the copyright and/or patent of the County of San Joaquin in the product.
- 9.** Remedy. a) Applicant's sole and exclusive remedy for breach of the limited warranty will be to return the GIS product within (30) days of receipt. b) The County of San Joaquin Registrar of Voters Department shall, at its discretion, retain the GIS product returned because of physical defect and refund the fee for the GIS product, or replace the GIS product, or repair the GIS product and return it to the applicant. c) In the event that this authority to use is terminated, and the GIS or data product is returned for applicants failure to comply with the terms and conditions, the County of San Joaquin shall retain all fees paid for the product and retains the right to take any other appropriate action to protect its rights in the product, and under this agreement.