



TOWN OF WESTFORD, MASSACHUSETTS GIS DATA REQUEST

REQUESTED BY: _____	DATE: _____
ORGANIZATION: _____	
ADDRESS: _____	
PHONE: (____) _____ - _____	E-MAIL: _____
FORM OF PAYMENT: CASH _____ CHECK _____ CHECK # _____ (PAY TO: TOWN OF WESTFORD)	

Data disclaimer and release agreement:

1. The Town of Westford provides this Geographic Information Systems (GIS) data in good faith. All data, specifically including the GIS data herein are provided “as is”, without warranty of any kind, either expressed or implied or statutory, including, but not limited to implied warranties of merchantability or fitness for a particular purpose.
2. The party requesting the data (hereafter “Requester”) must be aware of these conditions and bear sole responsibility for the appropriate use of the information with respect to possible errors, scale, environment, resolution, rectification, positional accuracy, development methodology, time period, environmental and climactic conditions, and other circumstances specific to these data. The use of this data, in any such manner, shall not supersede any federal, state or local laws or regulations. The Requester shall determine the exact location of all existing necessary features, such as utilities, structures, wetlands, etc., before commencing work and agrees to be fully responsible for any and all damages which might be occasioned by the Requester’s failure to exactly locate and preserve any such feature.
3. The Town, its agents or employees shall not be liable for damages, actual or consequential, including but not limited to loss of business profits, business interruption, loss of business information, or any other loss.
4. The Town does not intend to restrict the distribution of printed or plotted hardcopy maps produced from the digital data. The Requester is obligated to identify and describe any modifications performed to the data and shall not imply that the Town of Westford approved changes made unless otherwise authorized.
5. Any maps, publications, reports or other documents produced that utilize these digital data will credit the sponsors as the source of the data, such as “GIS data supplied by the Town of Westford”.
6. The Requester shall further ensure that in the use of this data or data products derived there from, a statement is displayed or attached which includes the following disclaimer:

“The Town of Westford makes no claims, no representations, and no warranties, expressed or implied, concerning the validity (expressed or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the Town, including the implied validity of any uses of such data. The use of this data, in any such manner, shall not supersede any federal, state or local laws or regulations.”
7. The Requester will have no claims to data updates.
8. Digital data received are to be used solely for internal purposes. Secondary distribution of these data is not supported. Data is intended for the sole use of the Public Agency. It is not to be distributed or resold to other agencies, organizations, companies or individuals without the prior express written consent of the Town. Data may be enhanced, analyzed, manipulated or output by the duly authorized agents of the Public Agency but only for the purposes and use of the Public Agency.
9. The Requester hereby agrees to abide by the use and reproduction conditions specified above. By using data provided herein, the Requester acknowledges that terms and conditions have been read and that the Requester is bond by these criteria.
10. The Town may charge fees for some of the costs associated with the processing, handling and distribution of data, including paper maps, digital data or other digital data products in accordance with Massachusetts Public Records Law M.G.L. c.66, s.10 (a). Fees are listed below. The Town may choose to waive such fees entirely or in part.

11. This Memorandum shall be in effect until either party shall notify the other in writing by certified mail of its intent to withdraw from this agreement and the effective date of that withdrawal. Any terms of this agreement may be amended by mutual consent of the parties. Withdrawal from this agreement by either party shall suspend all rights granted herein unless specified by another agreement.

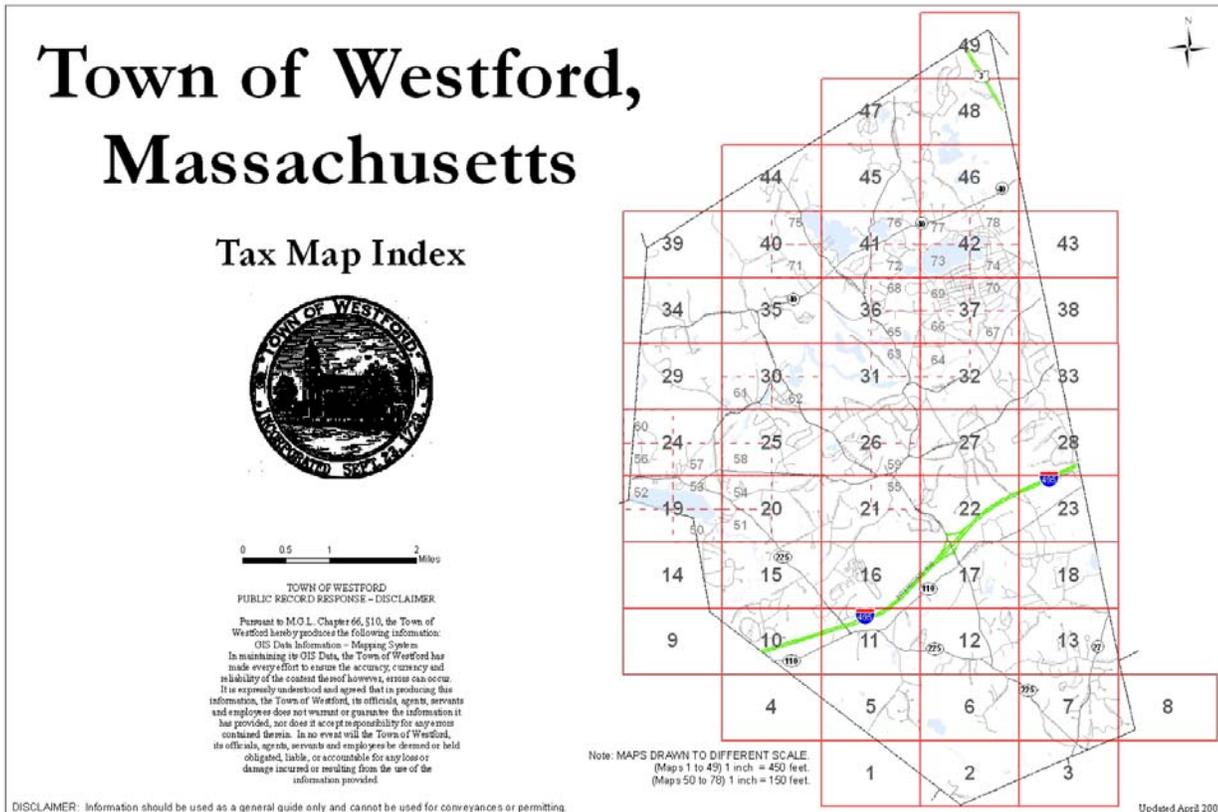
The Requestor acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions.

Signature: _____

Date: _____

Printed Name: _____

Please briefly describe your intended use for the data requested: _____



Data may be purchased for the entire Town or by the tile based on the tax map grid. See Tax Map Index above to choose the map tiles.

Write the number of each map tile for entire town write "ALL".

TILE NUMBER(S): _____

DATA FORMAT: (CIRCLE ONE)

GEODATABASE
 SHAPEFILE
 CAD (.DWG)
 .TIF MrSID

Please mark with an “X” the layers you want to purchase and submit this form to the GIS Department to process your request.

"X"	Data Layer Available	Per Tile	Full Town	Updated	Description
	Color Orthophotos	\$40	\$400	Apr-05	high resolution images from April 16th 2005 (tif, Mrsid)
	Topography (2ft contours)	\$40	\$400	Apr-05	contours lines, spot elevations, control points (GeoDB, shp, dwg)
	Planimetrics (all)	\$60	\$450	Apr-05	Structures, Transportation, Water/Vegetation Features all included. (GeoDB, shp, dwg)
Planimetrics by Type					
	Structures Features	\$30	\$160	Apr-05	buildings, outbuildings, decks, pools, retaining walls, fences, walls, dams, guard rails, light poles, signs, quarries, cemetery, golf courses, sports areas, ruins, tanks, towers, traffic signals, transformers, unknown structures, utility poles (GeoDB, shp, dwg)
	Transportation Features	\$30	\$160	Apr-05	road edge, road centerline, road surface, railroads, bridges, driveways, parking areas, sidewalks, trails (GeoDB, shp, dwg)
	Water/ Vegetation Features	\$25	\$130	Apr-05	water bodies, water edges, ROW trees, tree stands (GeoDB, shp, dwg)
	Assessors Data	\$40	\$350	Dec-06	parcel lines, easements, former parcels, metes and bounds, acreage, street annotation (GeoDB, shp)
	Town Features	\$4	\$16	May-06	(GeoDB, shp)
	Town Owned Land	\$4	\$16	Oct-06	(GeoDB, shp)
	Historical Sites	\$4	\$16	May-04	(GeoDB, shp)
** currently unavailable					

GIS Data Purchase Information:

1. Town of Westford GIS Department is providing this data at a fee assessed based on time and labor involved in gathering and assembling the requested data.
2. All questions or comments please contact the GIS Department in Westford, MA
 Phone: (978) 399-2533
 Email: gis@westfordma.gov
 Fax: (978) 399-2732