

**Contract and Fee Schedule for Commercial Users of PVA Office Records
For Use When Non-Geographic Information System (GIS) Records are Requested**

This contract is made and entered into on _____,
by and between the _____ *DATE* 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 as described in the "Records Requested" section of the "Request for Reproduction of PVA Public Records". Furthermore, permission is granted for such use and for the normal copying and reproduction of records as necessary for only such purpose. User may not copy or externally distribute the records in any way not expressly authorized by this contract. User 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. User 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 User.
3. The records are provided solely for use by the User and no rights are extended to contractor or other outside temporary or intermittent users. The User is not permitted to make copies of the records for resale, lease or rent to any third party without the written consent of the PVA.
4. In the event the User violates any provision of the contract, the PVA may immediately terminate this contract and the User shall immediately return all records provided and copies thereof made to the PVA to the extent necessary to receive injunctive relief in the _____ County Circuit Court.
5. User shall defend, indemnify and hold the PVA harmless from any and all liability for any loss due to any claim arising out of the User'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 User.

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.

COMMERCIAL USER

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PROPERTY VALUATION ADMINISTRATOR

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A

FEE SCHEDULE: The following fees shall apply to delivery and use of _____ County records provided pursuant to this contract between _____ County Property Valuation Administrator and _____, dated _____ .

(List breakdown of fees here.)