



CITY OF
Lethbridge
INFORMATION TECHNOLOGY

A signed copy of the City of Lethbridge **Public Data Use Agreement** must be completed, signed and received by the City of Lethbridge before any digital information can be provided.

Please submit your signed agreement to the attention of **Business Technology** by utilizing any of the following methods.

Fax: (403) 320-4224

Email: itservicedesk@lethbridge.ca

Mail: City of Lethbridge
Information Technology
Business Technology
910 4th Avenue South
Lethbridge AB
Canada
T1J 0P6



PUBLIC DATA USE AGREEMENT

1. The User agrees that the data and each part thereof, and any formatting or presentation thereof, any storage media on which it is provided, and any communication of any kind, incidental or in relation thereto, is provided to the User by the City of Lethbridge without warranty or representation as to any matter including but not limited to whether data or storage media is correct, accurate or free from error, defect, danger, or hazard, and whether it is otherwise useful or suitable for any use the User may make of it
2. The User agrees that The City of Lethbridge provides the data, and related communication and any storage media without liability to the City of Lethbridge or its employees for any loss of any kind the User may sustain for any reason whatsoever.
3. The User agrees and acknowledges that any and all data and information provided by the City of Lethbridge to the User may be used for feasibility work only and does not constitute a field locate. The User further agrees and acknowledges that any data and information is not to be used by the User for detailed design or actual construction uses and accurate locations for infrastructure must be secured by the User by directly contacting the applicable utility department at the City of Lethbridge and any other affected utility companies. The City of Lethbridge and its officers, employees or agents assume no responsibility for designs or construction based upon the supplied data.
4. The User releases, discharges, and grants a waiver to the City of Lethbridge and its officers, employees, agents and elected officials for any and all claims, obligations, loss, actions, right of actions, suits, demands and damages, (including any damages that are direct, consequential or otherwise) other than any claims or damages arising from any negligence of the City of Lethbridge, or its officers, employees, agents or elected officials that the User may sustain from or in connection with the preparation of, or provision to and receipt by the User of, the data or any storage media, and other activity or occurrence in respect to the data or storage media.
5. The User agrees to indemnify and save harmless the City of Lethbridge and its officers, employees agents and elected officials from and against any and all claims, obligations and loss (consequential or otherwise), other than any claims or damages arising from any negligence of the City of Lethbridge, or its officers, employees, agents or elected officials, which may be brought against the City of Lethbridge or its officers,

employees, agents or elected officials as a consequence of any use whatsoever of the data supplied by the City of Lethbridge to the User.

6. The signatory of the User represents and warrants that he/she has the requisite power, capacity and authority to sign this Agreement on behalf of the User. By signing this Agreement, the User agrees to be bound by the terms and conditions set out herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as at the day, month and year first above written.

Printed name of signatory

Company Name (if applicable)

Address

Signature

Date