

Application for release of digital data

Applicant Idaho Dept. of Water Resources Organization _____
Address 900 N. Skyline Dr. Phone 208 525-7161
Idaho Falls, ID 83402 Fax 208 525-7177

Please describe the digital data you are requesting

Shape files for well site locations for City of Idaho Falls
particularly those associated w/ water rights 25-2142 and 25-705.
pursuant to the cities transfer application T-1015 to add another well.
How would you like to receive the data?
☐ CD-Rom ☐ Floppy Disk ☒ E-mail Address r.warner@idwr.state.id.us

Conditions for Release of Information

1. Digital data shall not be used for the purposes of a utility locate or used for any purposes associated with land survey.
2. The City of Idaho Falls makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the digital data information provided herein. Applicant expressly agrees that the use of the digital data provided herein is at the applicant's sole risk. THE CITY OF IDAHO FALLS EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. The City of Idaho Falls assumes no liabilities for:
 - a) Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or
 - b) Any decision made or action taken or not taken by the applicant in reliance upon any information or data furnished hereunder.
3. Applicant shall not distribute or otherwise use digital data for any commercial use or as a primary element of a commercial product. Applicant further agrees not to distribute such digital data in digital form to any other person or entity, without the express written approval of the Director of the Division from which such digital data was received.
4. Applicant agrees that in the event of his or her breach of the terms and conditions of this agreement and application, applicant will forthwith, upon demand of the City, return to the City the original file containing such digital data and will destroy and immediately and permanently remove all copies thereof maintained on applicant's computer, or any storage medium owned or controlled by applicant.
5. Applicant further agrees to pay a civil penalty to the City in the amount of \$100 per day for each day on which applicant is in breach of this agreement, together with any and all damages caused to or suffered by the City as a result of applicant's breach of this agreement. Applicant agrees to pay the reasonable attorneys fees and costs incurred by the City in enforcing the terms and conditions of this agreement. Applicant further agrees to indemnify and hold the City harmless for all claims, suits, actions or demands of any kind, including attorneys fees and costs arising out of applicant's use, distribution (whether or not authorized by the City) or reliance upon, of such Digital Data.

☐ Fee Collected \$ _____

Applicant K. J. Cooper Warner
Division Approval [Signature]

Date 5/28/04

RECEIVED

JUN 03 2004

Department of Water Resources
Eastern Region