

DATA WAIVER FORM



Los Angeles World Airports

IMTG : GIS Support Services Division

7301 World Way West, 7th Floor

Los Angeles, CA 90045

Tel: (424) 646-5700

Date _____

DATA REQUEST

<i>Project Title</i>		<i>Project Number (if available)</i>
<i>Data Type</i> <input type="checkbox"/> AutoCAD File <input type="checkbox"/> ArcGIS Shapefile / Geodatabase <input type="checkbox"/> Document	<i>Data Description</i>	

CONTACT INFORMATION

<i>Company or Agency Requesting Data</i>		
<i>Name</i>	<i>Phone Number</i>	<i>E-mail</i>
<i>Mailing Address</i>		

Data requester ("Transferee") has asked Los Angeles World Airports (LAWA) to provide copies of certain Documents and/or CAD or GIS data files ("Data") prepared by LAWA for the Project. LAWA agrees to provide Transferee with the requested Data, under the terms of this agreement.

1. The transfer of Data is not and shall not be deemed a sale. The data are instruments of service. LAWA shall be deemed the Data's author and shall retain all proprietary rights, including any copyrights, embodied therein.
2. Transferee may transfer the data to its Contractors, Subcontractors, Suppliers, and Consultants (collectively "Others"), provided Transferee requires the Others to be bound by this Agreement as if they were the Transferee in this Agreement. Transferee and Others may use the Data only for purposes related to this Project.
3. The Data are furnished "as is". LAWA makes no representations or warranties, express or implied, of the Data's merchantability or fitness for a particular purpose, with respect to the Data's quality, adequacy, completeness, or sufficiency, or as to any results to be achieved by the Data's use or the Data's conformance with the as-built conditions.
4. Transferee acknowledges that anomalies and errors may occur when the Data is transferred electronically or used in an incompatible computer environment. Transferee solely accepts the risks associated with, and the responsibility for, any damages to hardware, software, computer systems, or networks related to the Data's transfer or use. LAWA shall have no responsibility to provide software or training to allow Transferee to use the Data.
5. LAWA shall have no duty to modify or update the Data. LAWA may retain an archival copy of the Data, which shall be conclusive proof and govern in any dispute of the Data's form or content.
6. Transferee agrees to indemnify, defend and hold LAWA, its officers, directors, employees, agents, and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including, but not limited to, injuries, death or economic losses, arising out of Transferee's or Others' use, reuse, transfer, or modification of the Data, except where a court or forum of competent jurisdiction determines that LAWA is solely liable for such damages or losses.
7. If Transferee fails to perform or observe any of the terms of this Agreement, LAWA may demand, and Transferee immediately shall return, the Data and any copies thereof.
8. This Agreement shall be governed by the law of the location of LAWA's office identified at the top of this Data Waiver.
9. In any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of defense.
10. Unless otherwise explicitly agreed to in writing by the parties, this Agreement shall govern any and all future data transfers to Transferee by LAWA.

AUTHORIZATION

Transferee

Name _____ Signature _____ Date _____

LAWA

Name _____ Signature _____ Date _____