



YATES COUNTY REAL PROPERTY TAX SERVICE

417 Liberty Street
Penn Yan, New York 14527
315-536-5165
Fax: 315-531-3209

BUYER AGREEMENT

This agreement made this _____ day of _____, 2009, between the County of Yates, a municipal corporation of the State of New York, having its office for the Real Property Tax Services located at 417 Liberty Street, Penn Yan, N.Y. 14527 (hereinafter referred to as the "County"); and _____ having its principal place of business at _____ (hereinafter referred to as the "Buyer").

WHEREAS, the Buyer has made a written request of the County's Real Property Tax Service Data, and/or GIS map files with attached data,

NOW THEREFORE, the County hereby agrees to provide the same at the agreed price, as stated in Fee Schedule, and upon the following mutually agreed conditions:

1. BUYER'S OBLIGATION

- (a) It shall be the Buyer's responsibility to purchase the computer equipment and the necessary hardware and software or to make any necessary modification to their existing equipment which may be necessary to effect access to the files. This includes the purchase and installation of applicable software as well as the applicable license for the operation of said software.
- (b) The Buyer shall be responsible for assuring the proper use, management, and supervision of their machines, programs, audit controls, operating methods, office procedures, and for conforming with the necessary controls over access to data to prevent unauthorized use.
- (c) The Buyer shall be responsible for insuring that the location of data is not used by unauthorized personnel to access information from the system.
- (d) Information accessed from the County system is for the use of the Buyer in the ordinary course of his/her/its business. The information is not intended for, nor shall said information be used for commercial resale.

2. PAYMENT

The charges provided for in this agreement shall commence on the date of this agreement and are due upon signing.

All charges specified in Fee Schedule are those currently in effect.

3. INDEMNIFICATION BY BUYER

Buyer agrees to protect, defend, indemnify, and hold the County and its officers and employees free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including but not limited to the amount of judgments, penalties, interest, court costs, and legal fees incurred by the County arising in favor of any party, occurring in connection with, or arising, directly or indirectly, out of this agreement.

4. WARRANTIES

- (a) The County and its municipalities do not expressly or implicitly warrant that the information or data accessed by the Buyer is accurate or correct. There are no express or implied warranties in connection with this service. In no event shall the County or its municipalities be responsible for an inability to provide any service at any time for any reason whatsoever.
- (b) Buyer understands that the information provided under this agreement was compiled for assessment purposes. There is no warranty of the fitness of this data for other applications. Buyer also understands that tax maps are not instrument or boundary surveys and shall not be relied on as such.

(c) Reproduction of all or a portion of any tax map without written permission of the County is a violation of Copyright Law.

5. ASSIGNMENT

Buyer agrees not to assign any right or interest in this agreement. Any attempt by the Buyer to transfer by any means, any of the rights, duties, or obligations of this agreement is null and void.

6. ENTIRE AGREEMENT

This agreement along with attached referenced Fee Schedule and invoice, contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein.

IN WITNESS THEREOF, the duly authorized officers of the respective parties have executed this agreement.

BUYER

YATES COUNTY REAL PROPERTY TAX SERVICE AGENCY

BY: _____
Signature

BY: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

RESOLUTION #: 106-07

Personal Acknowledgment

STATE OF NEW YORK)
COUNTY OF YATES)SS:

On this ____ day of _____, 2009, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the Instrument, he executed the instrument.

Notary Public

Corporate Acknowledgment

STATE OF NEW YORK)
COUNTY OF YATES)SS:

On this ____ day of _____, 2009, before me personally came _____, to me personally known, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument, and acknowledged to me and say: that he resides at _____, that he is the _____ the Corporation described in, that he knows the seal of said Corporation, that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the _____ that he executed the within Instrument in his capacity and that by his signature on said Instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the Instrument.

Notary Public

Yates County Acknowledgment

STATE OF NEW YORK)
COUNTY OF YATES)SS:

On this ____ day of _____, 2009, before me personally came _____, to me personally known, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Instrument, and acknowledged to me and say that he/she is the _____ of the Yates County Real Property Tax Service Agency, the Corporation described in, that he/she knows the seal of said Corporation, that the seal affixed to said Instrument is such corporate seal, that it was so affixed by the order of the Yates County Legislature that he/she executed the within Instrument in his/her capacity and that by his/her signature on said Instrument, the individual(s), or the person executed the instrument.

Notary Public

Yates County Real Property Tax Service
FEE SCHEDULE

Check appropriate item

_____	Non Profit Organizations and Government Associated Agencies other than those covered under the User Agreement (Shape Files with attached data)	50% of the fee
_____	Yates County Shape files with attached data	\$1000.00
_____	Town or Village Shape files with attached data	\$100.00/municipality
_____	RPS V4 database file for the entire County	\$ 500.00
_____	RPS V4 database file for Towns or Villages	\$75.00/municipality
_____	Entire County PDF maps	\$ 600.00
_____	Town or Village PDF maps	\$ 60.00
_____	Paper tax map copies produced from the digital tax map file on the plotter at standard scale of 1" = 50', 100', 200' or 400' (Black & White):	
	36" x 42"	\$ 10.00ea
	24" x 36"	\$ 8.00ea
	17" x 22"	\$ 7.00ea
	11" x 17"	\$ 5.00ea
_____	Paper tax map copies produced from the digital ortho files (Color):	
	36" x 42"	\$ 25.00ea
	24" x 36"	\$ 18.00ea
	17" x 22"	\$ 15.00ea
	11" x 17"	\$ 12.50ea
	8 ½" x 14"	\$ 8.00ea
	8 ½" x 11"	\$ 5.00ea
_____	Paper tax map copies produced from the digital ortho files (Black & White):	
	36" x 42"	\$ 15.00ea
	24" x 36"	\$ 10.00ea
	17" x 22"	\$ 8.50ea
	11" x 17"	\$ 7.00ea
	8 ½" x 14"	\$ 5.00ea
	8 ½" x 11"	\$ 2.00ea
_____	Paper tax maps printed from computers:	
	11" x 17"	\$ 3.00ea
	8 ½" x 14"	\$ 2.00ea
	8 ½" x 11"	\$ 1.00ea
_____	Surveys or special request on large format Xerox (Black & White):	
	36" x 42"	\$10.00ea
	24" x 36"	\$ 7.00ea
	17" x 22"	\$ 5.00ea
	11" x 17"	\$ 3.00ea

_____	Paper tax map copy produced from digital ortho files (Color) 22 x 22		\$10.00ea
_____	PDF map – emailed		\$2.50ea
_____	PDF survey maps – emailed		\$5.00ea
_____	Custom scanning of existing survey map/file format conversion		\$20.00ea
_____	Special digital tax map file requests will be handled at the Tax Map Technician’s convenience at Time & Material of:		\$30/hour
_____	Specific data file reports on disk, per Director’s approval of categories available	Set up fee: Plus per parcel:	\$25.00 \$.03
_____	Labels	Set up fee: Plus per parcel:	\$25.00 \$.03

Revised June 8, 2009

**These fees do not apply to automatically renewing agreements for data under prior resolutions.