

Office of the Real Estate Assessor  
306 Cedar Road  
Chesapeake, Virginia 23322  
(757) 382-6235  
(757) 382-6844 FAX

### Agreement of Purchase by Reseller

The purchaser (hereinafter referred to as “User”) represents to the City of Chesapeake that it will be downloading, transferring, altering (as to form but not content), and compiling the data in a form to be disseminated, sold, conveyed or transmitted electronically or by other means to third parties. The User agrees to the following conditions:

1. The User acknowledges and agrees that the maps and data contained herein are to be accessed for general informational purposes only. The maps and data carry no guarantee of accuracy or warranty of any kind, including, but not limited to, warranties of merchantability or fitness for a particular purpose.
2. The User agrees to hold the City of Chesapeake, its officers, employees, and agents harmless from and against any claim of loss to property, economic loss, infringement upon intellectual property rights involving programming code for accessing the data, injury, or death arising out of, or allegedly arising out of, any error, inaccuracy, misrepresentation or misinterpretation of the maps or data contained herein. By accessing the maps and data contained herein, the User agrees to waive any and all claims against the City of Chesapeake, Virginia, its officers, employees, or agents, for damages, fines, fees or costs of any kind arising out of, or alleged to arise out of, the use of these materials. The User agrees that under no circumstances will the City of Chesapeake be liable for any special, indirect, incidental or consequential damages, or loss of use or loss of profit with respect to Users use of these materials, or any third party’s use.
3. The User agrees to indemnify the City of Chesapeake for any judgment, attorneys’ fees, interest, and costs arising out of the defense of any claim against the City of Chesapeake arising out of User’s (or any third party obtaining access to the materials through User) misuse of these materials, or are attributable to a failure of the hardware or software of User’s computer system or an introduction of errors by User.

4. The User agrees that it will not misrepresent the data included within these materials.
5. User agrees that it will not attempt to use, alter, reverse engineer, copy, or disseminate any software or operating code incorporated into the materials (to the extent that such software or operating code is standalone from the materials purchased hereunder), except as necessary to access the data in accordance with the terms of this Agreement.
6. The User acknowledges that the maps and data contained are not subject to use for purposes of establishing legal ownership or boundaries of the properties referred to within the materials, nor is any representation made by the City of Chesapeake that such data is legally sufficient for use for that purpose.

I have read the above agreement, and further agree that I have the authority to sign for the User.

Date: \_\_\_\_\_

\_\_\_\_\_  
(User)

By \_\_\_\_\_

\_\_\_\_\_  
(title)

CITY OF CHESAPEAKE

By \_\_\_\_\_

\_\_\_\_\_  
(title)