



### **STANDARD DISCLAIMERS FOR INFORMATION SHARING**

The following standard disclaimers apply to all forms of information that may be provided by Moulton Niguel Water District (District). By accepting this information, the requestor of said information (Requestor) shall be bound to these standard disclaimers. The following represents minimum protections and shall not diminish any additional protections that may be afforded to the District under the law.

This information is being provided to you as a reference for your internal review only. The information shall not be distributed to any other party without the District's prior written consent. The District makes no warranties, guarantees, or representations as to the accuracy of the information and shall not be held liable under any circumstances to any party who relies on the information. Requestor assumes any and all risks, foreseeable and not foreseeable, as to the quality, performance and usefulness of the information. Requestor shall not publish the information in any form, including but not limited to making the information available on the internet, nor shall Requestor distribute or otherwise make the information available to any other party. Upon completion of your use of the information or one year from today's date, whichever comes first, Requestor shall delete or otherwise remove this information from their possession.

In addition to the foregoing, the following additional disclaimers apply to the categories of information listed below.

#### **RECORD DRAWINGS**

Please note that the plans provided to you are for **reference only** and are **not a guarantee of actual field conditions** or the accuracy of information contained thereon.

These record drawings are for the facilities referenced in the title block only and have been prepared in part from information compiled by and furnished by others. The information is for reference only, and is not a guarantee of actual field conditions or depicted information. The District is not responsible for errors or omissions incorporated into these drawings. If the precise location of any facility is required, the facility must be field located in the presence of a District inspector/engineer.

#### **GEOGRAPHIC INFORMATION SYSTEM (GIS)**

Prior to accepting GIS Data of the District, Requestor shall complete the attached Confidentiality and Nondisclosure Agreement and shall be bound to the conditions contained therein.

Enclosures:

1. Moulton Niguel Water District Confidentiality and Nondisclosure Agreement (for GIS Data only)



## **Moulton Niguel Water District Confidentiality and Nondisclosure Agreement**

I, \_\_\_\_\_, am an agent/employee with permission to act on behalf of \_\_\_\_\_ (referred to hereafter as “Requestor”), and I understand and agree to the following conditions for receiving and/or accessing the herein requested data (“Data”), provided by Moulton Niguel Water District (referred to hereafter as “the District”):

1. The District is a California Water District that provides water, recycled water and wastewater service to its customers.
2. Requestor desires to obtain access to certain GIS Data of the District in order to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. For purposes of this Agreement, the term “Confidential Information” shall be deemed to be used in the most comprehensive and broadest sense and shall mean all information generated and/or provided by the District, that is confidential and/or proprietary in nature, including without limitation, the GIS Data. Requestor agrees to utilize the Confidential Information solely for the purpose as described in Item 2 above, and shall not be utilized for any other purpose.
4. It is agreed that the Confidential Information is and shall remain the sole and exclusive proprietary property of the District, and except for the stated purposes set forth in this Agreement, that Requestor shall not acquire any license or other right whatsoever in the Confidential Information by virtue of this Agreement or by virtue of any disclosure of the Confidential Information pursuant hereto.
5. Except as provided herein, Requestor agrees to hold and maintain the Confidential Information in the strictest confidence and shall not disclose all or any portion of the Confidential Information to any other party without the District’s prior written consent. Requestor shall not disclose or permit the disclosure of all or any portion of the Confidential Information to any employee, agent, or other representative of such party and/or its affiliate(s) other than those with a need to know who have been advised of this Agreement and such party’s obligations hereunder and who represent and warrant to such party in writing that they agree to be bound by the terms of this Agreement.
6. The term of this Agreement shall commence on the date of execution by Requestor and shall remain in effect unless or until all Confidential Information that has been provided

to Requestor has been returned to the District or otherwise deleted or removed from the possession of Requestor in the manner as determined in the District's sole discretion.

7. The District makes no warranties, guarantees, or representations as to the accuracy of the Confidential Information and assumes no liability or responsibility for any errors or omissions in the Confidential Information, or that any defect in the Confidential Information will be corrected. Independent verification of all information derived from the Confidential Information is strongly recommended. Under no circumstances will the District be held liable to any party who relies on information derived from the Confidential Information, and any party relying on the Confidential Information does so at their own risk. Requestor understands that the Confidential Information is provided to Requestor "as is" and may be subject to revision or replacement by the District, without notice to Requestor. Requestor assumes any and all risks, foreseeable or not foreseeable, as to the quality, performance and usefulness of the Confidential Information.
8. Requestor agrees to hold harmless, defend, and indemnify the District, its Board of Directors and individual Directors of the Board, the District's employees, staff, agents, and consultants, from any and all claims, damages, liabilities and expenses (including court costs and reasonable attorney fees), resulting from use of the Confidential Information.
9. The distribution of the Confidential Information by the District does not create any right or benefit, substantive or procedural, enforceable at law or equity, by a party against the District, its Board of Directors, its instrumentalities, its officers, its employees, or any other person. Requestor shall not publish the Confidential Information in any form, including but not limited to making the Confidential Information available on the internet, nor shall Requestor distribute or otherwise make the Confidential Information available to any other party.

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

Name (Print):

Company/Organization:

Phone #:

E-mail:

Address:

Requested Data:


**Please E-Mail, Mail, or Fax to:**

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