



## CONTRA COSTA COUNTY DISCLAIMER OF LIABILITY AND WARRANTIES

**User understands and agrees** that it is quite possible that errors and omissions will occur in data input and/or programming done by County to provide the data in the form desired, and user further understands and agrees that it is highly probable that errors and omissions will occur in any record keeping process, especially when large numbers of records are developed and maintained, and that the data may not meet user's standards as to accuracy or completeness; not-withstanding, user agrees to take the data "as is," fully expecting that there may well be errors and omissions in the data obtained from County.

**User further understands and agrees** that County makes absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchant ability, suitability, condition, or fitness for a particular purpose of the data or any programming used to obtain the data. Nor as to whether the data is error-free, up-to-date, complete or based upon accurate or meaningful facts.

**User further understands and agrees** that it forever waives any and all rights, claims, causes of action or other recourse that it might otherwise have against County for any injury or damage of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in data or in any programming used to obtain the data, or in any manner arising out of or related to this agreement or the data provided hereunder.

**User agrees** that County shall not be liable to user for any liability, claim, loss, damage, injury or expense of any kind caused or alleged to be caused, directly or indirectly, by the inadequacy of any CMS or GIS Data or any other deficiency of the systems, by any delay or failure to provide any service, or by any other interruption, disruption or loss of user operations.

**User agrees** that it will, irrespective of any alleged liability, claim, loss, injury, damage or expense continue to pay all charges in the amounts stated herein until this agreement is properly terminated in accordance with its terms.