

Use of DHR's spatial data is subject to the following:

1. User understands and acknowledges that release of precise locations may threaten archaeological and historical resources. User shall take reasonable precautions to ensure the security of site locations.
2. User shall only use the data for purposes cited in the accompanying "Application to Obtain Spatial Data," unless given permission for other purposes by DHR.
3. User will reference associated metadata for citation purposes.
4. User understands and acknowledges that the accuracy of these data is time-limited. Under no circumstances shall User continue using DHR-provided historic resource data for more than six months following its generation.
5. User will provide DHR with a list of any reports or printed materials prepared using Historic Resources data and will provide a sample copy of such material if requested by DHR.
6. Although DHR maintains high standards of data quality control, DHR makes no warranty that the data are necessarily accurate or complete. Data is supplied as is. User understands and acknowledges that these data are provided for planning and assessment purposes only. The absence of historic resources in DHR's inventory does not necessarily mean that no historic properties are present. It is possible that the area in question has not been systematically surveyed for resources.
7. Obtaining information on previously recorded historic properties does not constitute review under Section 106 of the National Historic Preservation Act. If a project is federally funded, licensed, or assisted, the federal agency may require you to obtain DHR comment under Section 106.
8. User will indemnify and hold DHR and its officers and employees harmless against any claims by third parties arising out of the use by User of the data provided hereunder.
9. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. It shall be construed in accordance with the law of the Commonwealth of Virginia and may be amended only in writing signed by both parties.

By accepting the DHR spatial data and signing below, User agrees to abide by all of the above conditions. User shall sign below and return agreement to DHR to indicate receipt and acknowledgement of the terms of this agreement.