

**CONTRA COSTA WATER DISTRICT (CCWD)**  
**DISCLAIMER OF LIABILITY AND WARRANTIES**

User acknowledges that Contra Costa Water District (CCWD) Facility Records (records) described below is furnished by CCWD solely as an accommodation to User, and therefore agrees as follows:

User recognizes records of any form are based on electronic files containing data that can be readily corrupted or altered by storage conditions, viruses, or users beyond the control of CCWD and that the usefulness, accuracy, and integrity of electronic files are dependent upon the software used to access or utilize the data contained in the file(s). In addition, User understands and agrees that it is quite possible that errors and omissions will occur in data input and/or computer programming done by CCWD to provide the records in the form desired, and user further understands and agrees that it is 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. Notwithstanding the foregoing, user agrees to accept the records "as is," fully expecting that there may be errors and omissions in the records obtained from CCWD.

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

User further understands and agrees, to the extent permitted by law, to forever waive any and all rights, claims, causes of action or other recourse against CCWD for any injury or damage of any type, whether direct, indirect, incidental, consequential, or otherwise, resulting from any error or omission in records, data or in any programming used to obtain the data, or in any manner arising out of or related to the records provided. User agrees that, to the extent permitted by law, CCWD 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 of the transmitted records, 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 further agrees that the above records was neither requested nor produced under the Public Records Act, and that nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and user.

**CONTRA COSTA WATER DISTRICT**  
**THIRD PARTY USE OF RECORDS: RECIPIENT'S INDEMNIFICATION**

RECORDS RECIPIENT acknowledges that the records described below is furnished by Contra Costa Water District (CCWD) solely as an accommodation to RECORDS RECIPIENT, and therefore agrees as follows:

RECORDS RECIPIENT agrees that it will not use the records received from CCWD for any use other than in connection with performing work for CCWD, or for such other use as expressly authorized by CCWD. Records are not to be used for surveying purposes.

RECORDS RECIPIENT agrees that, except as required by legal process, it will provide no copy (or partial copy) of any such records to any other entity, business or individual without: 1) obtaining advance written permission of CCWD; 2)

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disclosing that the copy (or partial copy) of the records is obtained from CCWD records; and 3) including a complete copy of the Contra Costa Water District Disclaimer of Liability and Warranties and this indemnification with the copy (or partial copy) of the records. At the point the records is no longer required for use by the RECORDS RECIPIENT, the data shall be destroyed.

To the extent permitted by law, RECORDS RECIPIENT hereby agrees to defend, save, hold harmless and indemnify CCWD and its officers, employees, and agents against claims by anyone for any loss, injury, damage, risk, cause of action or liability of any type (including legal fees) occurring to RECORDS RECIPIENT or any other person, relating to or arising out of the receipt or use of this data, or which may be alleged to have been caused, either directly or indirectly, by the acts, conduct, omissions, negligence or lack of good faith of CCWD, its officers, agents or employees in any way related to or arising out of the use of this data.

**Description of records requested:** \_\_\_\_\_

\_\_\_\_\_

The undersigned agrees on behalf of himself/herself, and as authorized representatives of the \_\_\_\_\_

\_\_\_\_\_ to the foregoing terms, as consideration for the receipt of the above referenced records from CCWD.

User/Records Recipient

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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