



Louisville and Jefferson County Metropolitan Sewer District
REQUEST FOR REPRODUCTIONS OF PUBLIC RECORDS

LOJIC Req No.: _____

I. GENERAL RECORDS REQUEST

1. Applicant Information - All sections are to be completed by Applicant.

APPLICANT NAME: _____
FIRM NAME: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE No. _____ FAX No. _____

2. Records Requested - Please describe the records being requested. Attach additional pages if required.

Is request for a record in an electronic format? ☐ YES, ☐ NO, ☐ Don't Know - to be determined by MSD.

3. Purpose of request for public records. Also Check Box A, B, C or D.

PROJECT NAME: _____
PURPOSE OF REQUEST: _____

Complete this section if you are obtaining the records for a **CLIENT**.

FIRM/AGENCY: _____
CONTACT: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
PHONE No. (____) _____ FAX No. (____) _____

- A. ☐ **COMMERCIAL** - All or any part of the records requested will be used directly or indirectly for sale, resale; solicitation, rent, or lease of a service, or any use by which the user expects a profit either through commission, salary, or fee. Applicant requesting a public record for commercial purpose shall provide a certified statement with this request stating the commercial purpose for which it shall be used. Applicant's signature must be notarized. (go to Section II, No. 1.) **SEE REVERSE SIDE**
- B. ☐ **EXEMPTION FROM COMMERCIAL PURPOSE** - Records requested shall be used for publication, broadcast, or other related use of a public record by a newspaper or periodical or use of a public record by a radio or television station in its news or other information programs. (go to Section II, No. 2)
- C. ☐ **EXEMPTION FROM COMMERCIAL PURPOSE** - Records requested shall be used in the preparation for prosecution or defense of litigation, or claims settlement by the parties to such action, or attorneys representing the parties per Case and Action Number _____. (go to Section II, No. 2.)
- D. ☐ **EXEMPTION FOR NON-COMMERCIAL PURPOSE** - All or any part of the records requested will **not** be used directly or indirectly for sale; resale; solicitation; sale, rent; or lease of a service or any commercial venture. (go to Section II, No. 2.)

THE APPLICANT WHO OBTAINS PUBLIC RECORDS AND FAILS TO COMPLY WITH KRS CHAPTER 61 WILL BE LIABLE TO MSD FOR THE DAMAGES EQUAL TO **THREE TIMES** THE AMOUNT THAT WOULD HAVE BEEN CHARGED FOR THE PUBLIC RECORD IF THE ACTUAL COMMERCIAL PURPOSE FOR WHICH IT HAS BEEN OBTAINED OR USED HAD BEEN STATED, COSTS AND REASONABLE ATTORNEY'S FEES AND ANY OTHER PENALTY ESTABLISHED BY LAW.

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II. APPLICANT'S CERTIFIED STATEMENT

1. Commercial Request

I, _____, do hereby certify that the records requested will be used for the commercial purpose as described in Section I. No 3.

Signature: _____
Subscribed and sworn to before me this _____ day of _____, _____ by _____, who acknowledged that the statements contained herein are true and correct.

My Commission expires: ____/____/____ NOTARY PUBLIC _____

2. Non-Commercial Request

I, _____, do hereby certify that this records request is not for a commercial purpose as indicated in Section I. No. 3.

Signature: _____ Date ____/____/____

MSD USE ONLY

III. OPEN RECORDS TRACKING

1. FEES

☐ **COMMERCIAL PURPOSE**

ACCOUNT NUMBER

☐ Copying Charge \$ _____
☐ Database \$ _____
☐ LOJIC \$ _____

☐ **NON-COMMERCIAL PURPOSE**

☐ Standard \$ _____
☐ Non-Standard \$ _____

☐ **ELECTRONIC ACCESS** \$ _____

2. AGREEMENT

☐ NECESSARY - (signed copy on back page) ☐ UNNECESSARY

3. TRACKING INFORMATION

Log Book No. _____ Date Received ____/____/____

Date: ☐ Issued ☐ Denied ____/____/____

Reason for Denial _____

Processed By: _____

IV. RETURN ADDRESS - Completed Request Form Should Be Returned To:

LOJIC REQUESTS:

LOJIC Customer Support Administrator
Louisville and Jefferson County
Metropolitan Sewer District
700 West Liberty Street
Louisville, Kentucky 40203
Telephone: (502) 540-6435 Fax: (502) 540-6499

ALL OTHER REQUESTS:

MSD Records Custodian
Louisville and Jefferson County
Metropolitan Sewer District
700 West Liberty Street
Louisville, Kentucky 40203
Telephone: (502) 540-6000 Fax: (502) 540-6106
Email: openrecords@louisvillemsd.org

AGREEMENT FOR PURCHASE AND ONGOING LICENSE TO LOJIC PRODUCTS

The LOJIC products listed within this request packet herein as "RECORDS REQUESTED" are hereby made available to Requestor for the fees and in the format specified. Requestor agrees that all LOJIC products, including aerial photography, map sheets, database information, and digital data, are protected by the copyright laws of the United States and are furnished to the Requestor with all rights reserved and subject to the restrictions printed on each product and as specified below for reproducible and non-reproducible products.

Requestor hereby acknowledges that he/she has read and understands the copyright notice and the LIMITATION OF LIABILITY, contained on the LOJIC map sheets or as otherwise provided.

☐ **REPRODUCIBLE PRODUCTS**

OWNERSHIP AND RESTRICTIONS ON USE

The LOJIC map sheets, aerial photography, custom-made product(s), digital data or database information listed herein as "RECORDS REQUESTED" are hereby made available to Requestor in reproducible form or on magnetic media. The Requestor is hereby expressly permitted to use the LOJIC map sheets, digital data, custom-made product(s), or database information for the purpose as described on the Applicant's Certified Statement and permission is expressly granted for such use and for the normal copying and reproduction of LOJIC map sheets, digital data, custom-made product(s), or database information by Requestor necessary for only such purpose. **Requestor agrees not to otherwise copy, reproduce or use LOJIC map sheets, digital data, custom-made product(s) or database information in any way. Requestor further agrees not to provide to or permit third parties to copy, reproduce, or use LOJIC map sheets and custom-made product(s), or the information contained thereon, or to use the digital data or database information for any other purpose whatsoever, and under any conditions whatsoever. This Agreement is not assignable under any circumstances whatsoever, and any attempt to assign any rights, duties or obligations which may arise under this Agreement shall be void.**

☐ **NON-REPRODUCIBLE PRODUCTS**

OWNERSHIP AND RESTRICTIONS ON USE

The LOJIC map sheets, aerial photography, custom-made product(s) listed herein as "RECORDS REQUESTED" are hereby made available to Requestor in a non-reproducible form for the Requestor's information. No part of the map sheet or custom-made product(s) may be reproduced or transmitted in any form or by any means whatsoever, including but not limited to, electronic, mechanical, photocopying, recording, scanning or by any information or retrieval system. **Requestor further agrees not to otherwise copy, reproduce or use LOJIC map sheets, custom-made product(s), digital data or database information in any way. Requestor further agrees not to provide to or permit third parties to copy, reproduce or use LOJIC map sheets and custom-made product(s), or the information contained thereon for any purpose whatsoever, and under any conditions whatsoever. This Agreement is not assignable under any circumstances whatsoever, and any attempt to assign any rights, duties or obligations which may arise under this Agreement shall be void.**

☐ **LICENSE RENEWAL AGREEMENT**

Requestor is granted a license for the continuous use of the LOJIC map sheets, aerial photography, custom-made product(s), digital data or database information obtained under this Agreement for a term of one calendar year from the date of this Agreement. This Agreement will renew annually until terminated by either party within thirty (30) days notice of the renewal date. Requestor agrees to pay an annual renewal fee of \$_____ to be invoiced by MSD at the beginning of each term and payable by the Requestor within thirty (30) days, for continued use of, and periodic updates to map data obtained under this Agreement. Should Requestor choose not to renew this Agreement, all LOJIC products must be returned to MSD as a condition of termination of this Agreement.

CERTIFICATE

I, _____, certify that I have read and understood this Agreement and in signing, I agree to its terms and conditions. I am authorized to legally bind the firm or agency of _____. As an agent of any third parties referenced herein, I am also authorized to legally bind _____ to the terms of this Agreement.

Requestor _____ Date ____/____/____

Subscribed and sworn to before me this _____ day of _____, _____, by _____, who acknowledged that _____ signed the foregoing as _____ true and proper act and deed as authorized by _____.

My Commission expires: ____/____/____ NOTARY PUBLIC _____