

Request By Client to Provide Electronic Files of Project Drawings (A response letter)

Architect and its consultants will provide electronic drawing files (DWG) for your convenience related to work associated with the (project name). (Name of Party), by signing below, does hereby accept and agree to the following terms and conditions and in addition agree to comply as required by *the General Conditions of the Contract and Specification Section 01300* (verify section number):

- Architect and its consultant's electronic files are PC compatible with AutoCAD Release 2000 & 2002. Architect makes no representation as to the compatibility of these files with (Name of Party) hardware or software beyond the specified release of the referenced specifications.
- Data contained on these electronic drawing files (DWG) is part of Architect's instruments of service and shall not be used by (Name of Party) or anyone else receiving this data through or from you for any purpose other than as backgrounds for record drawings for the referenced project. Any other use or reuse by (Name of Party) or by others, will be at your sole risk and without liability or legal exposure to Architect or its consultants. (Name of Party) agrees to make no claim and hereby waives to the fullest extent permitted by law, any claim or cause of action of any nature against Architect, its officers, directors, employees, agents or consultants, which may arise out of or in connection with your use of the electronic drawing files (DWG).
- Furthermore, (Name of Party) shall, to the fullest extent permitted by law, indemnify and hold harmless Architect and its consultants from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic drawing files (DWG).
- These electronic drawing files (DWG) are not contract documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, modification documents, value engineering, change orders or other revisions. Architect makes no representation regarding the accuracy or completeness of the electronic drawing files (DWG) (Name of Party) receives. In the event that a conflict arises between the signed contract documents prepared by Architect and its consultants, and electronic drawing files, the signed contract documents shall govern. (Name of Party) is responsible for determining if any conflict exists. By your use of these electronic files, (Name of Party) is not relieved of your duty to fully comply with the contract documents, including and without limitation, to check, confirm and coordinate all details and dimensions, field measurements, verify field conditions and coordinate your work with other contractors' work for the project.
- Because of the potential that the information presented on the electronic drawing files (DWG) can be modified, unintentionally or otherwise, Architect and its consultants will remove all indications of its ownership and/or involvement from each electronic display and associated drawing.
- Architect and its consultants will furnish (Name of Party) copies of the available electronic drawing files (DWG) of the civil, landscaping, architectural, structural, mechanical, electrical, plumbing drawings (modify to suit).
- Under no circumstances shall delivery of the electronic drawing (DWG) files for use by (Name of Party) be deemed a sale by Architect, and Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Architect be liable for any loss of profit or any consequential damages.

Please acknowledge your acceptance to the above by signing both copies of this letter and returning one (1) original copy for our files.

Signature(s) of both parties.