



AutoCAD File Release Waiver

Project: _____ Location: _____

Architect: _____ Strickland Engineering Project No: _____

Contractor/Sub: _____ Date: _____
(name)

Company Name: _____

Role on Project: _____

Items Requested: _____

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Strickland Engineering, LC (Consultant), the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed to be the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any transfer or reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Contractor/Sub _____ Date: _____
(signature)