

# ELECTRONIC DESIGN FILE DISCLAIMER AGREEMENT

Note to Contractor (Recipient):

Carefully read this agreement and, if acceptable, sign and complete this agreement form then submit it to: \_\_\_\_\_ in order to request the files.

\_\_\_\_\_ (Consultant) and the City of Sioux Falls agree to release electronic design files for the \_\_\_\_\_ (Project) to the Recipient for information purposes only, subject to the following conditions:

1. These files shall be used only for the above-mentioned Project, and only for bidding and/or construction purposes directly related to the abovementioned Project. These files shall not be used on other projects, for additions to this project, completion of this project by others, or for any other use not expressly approved in writing by Consultant and the City of Sioux Falls.
2. Consultant is not responsible for making the files compatible with any system or software package other than the one on which the files were originally prepared.
3. Consultant and the City of Sioux Falls shall not be responsible for any intentional or unintentional revisions, additions, or deletions to these files and cannot guarantee that changes to the files will not be made by other persons or entities after they are transferred.
4. Consultant intends for the files to be accurate and reliable, however, no warranty either expressed or implied is made regarding the accuracy, validity, or reliability of the data in the files. The Recipient must rely on the bidding documents or original signed and stamped drawings for accuracy, validity, reliability and completeness. The Recipient agrees to report at once to Consultant and the City of Sioux Falls any discrepancies discovered.
5. Consultant and the City of Sioux Falls reserve the right to restrict certain information, data and its uses at their discretion.
6. Consultant makes every effort to ensure the file and/or storage media is virus and malware free; however, Consultant assumes no responsibility for any damages caused by the installation or use of this data due to viruses or malware.
7. The Recipient agrees to the fullest extent permitted by law, to indemnify and hold Consultant and the City of Sioux Falls harmless from any damage, liability or cost, including reasonable attorney fees and costs of defense, arising from the Recipient's use of the files, any changes made by the Recipient, or from reuse of the drawings and data without the prior written permission of Consultant and the City of Sioux Falls. The Recipient shall not give the files to any person outside of their organization or company. If the Recipient furnishes the files to a third party, the third party shall release Consultant and the City of Sioux Falls from any and all liability in connection with the use of the files.
8. The Consultant and/or the City of Sioux Falls are the authors and owners of their respective plans, designs, drawings, sketches and other design features (collectively "design work") and retain all common law, statutory and other reserved rights, including copyrights. Distributing these items for the Project does not constitute release, convey, or waive any such rights. The Recipient, bidders, contractors, subcontractors, sub-subcontractors, and material and equipment suppliers, shall not own or claim a copyright or any other rights in any design work distributed herein. City's consultants (other than those who are the authors and owners of said works) shall not own or claim a copyright or any other rights in any design work distributed herein. Distribution for review or to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of City or its design consultants' reserved rights.
9. Receipt and/or use of these electronic design files indicates an acceptance of the above conditions.

RECIPIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company / Title

\_\_\_\_\_  
Email (to receive files)