

**Electronic File Transfer Agreement  
(Contractor – BIM Files)**

*Last Updated: 11.11.12*

Name	Date:
Address	Project Name:
Description Architectural BIM File Release of Data:	Project No:

The undersigned is a contractor (the “Contractor”) performing services and/or directly or indirectly providing goods and material related to the subject project (the “Project”). The undersigned hereby requests that Perkins+Will and its consultants provide electronic files prepared by Perkins+Will and its consultants for the Project in the form of an electronic model (the “Model Files”). The undersigned acknowledges and agrees that Perkins+Will has no contractual obligation, or any other obligation, to provide the Model Files to the contractor. Perkins+Will agrees to provide the Model Files in consideration for the undertakings of the undersigned. The undersigned agrees that the Contract Documents that Perkins+Will is contractually obligated to prepare and/or deliver are hardcopy drawings and specifications only. The undersigned additionally agrees that the Model Files are not Contract Documents (as that term is defined in or understood to mean in the Owner-Contractor Agreement), do not represent Contract Document modifications, and are not intended to be a substitute for or a supplement to the hardcopy drawings and specifications, or to necessarily represent actual physical conditions on the Project site.

Model Files to be furnished include work prepared by Perkins+Will [and its [FILL IN] consultant(s) only]. The Model Files were prepared by Perkins+Will using the Autodesk® Revit® software platform. Model Files will be furnished in that software platform’s standard format without modifications for the Contractor’s convenience. One set of electronic Model Files will be furnished to the Contractor. The Contractor assumes responsibility for distributing pertinent files to the subcontractors.

The undersigned agrees that the request to provide the Model Files is purely for the convenience of the undersigned and does not constitute the rendering of professional services. Perkins+Will has prepared the Model Files to facilitate the production of the Contract Documents, which are reasonably accurate and complete to the extent of the standard of professional care. The undersigned acknowledges that Perkins+Will does not represent the furnished Model Files as being accurate or complete, as being suitable for the Contractor’s purpose, or as identifying or containing any issue, anomaly, omission, or concern with reference to the Project.

The undersigned agrees and understands that the Model Files, except as expressly set forth above, are not fit for any particular purpose, including but not limited to quantity take-offs; pricing; clash detection; ascertainment of construction or installation tolerances and clearances; preparation of shop drawings, coordination drawings, or fabrication drawings; construction sequencing; or the manufacture of any building component or system. As such, the Model Files, and the information contained in them, and the information that may have been omitted from them, shall not be used as a basis for an increase in the Contract Sum or Contract Time.

The undersigned acknowledges that the Model Files have not necessarily been developed with the assistance or specific expertise of the individual subcontractors and installers, and therefore do not account for or incorporate means and methods required by individual subcontractors for their scope of the finished Work. Modifications to the information about the components included in the Model Files may be required and are the responsibility of the Contractor to ascertain, coordinate, and implement. All such modifications are part of the scope of Work of this Project and shall be provided at no additional cost to Owner. [MODIFY IN THE EVENT OF DESIGN-ASSIST AS NECESSARY]

The undersigned further acknowledges that Perkins+Will has made no representations to the undersigned that the Model Files are suitable for any purpose other than as expressly set forth above, or will be usable by the undersigned's systems, infrastructure, or software. The undersigned also understands and agrees that the Model Files may be subject to anomalies, errors, viruses, malware, or other unintended defects, and that Perkins+Will has not reviewed or determined whether such defects may be present in any electronic files. Use of these electronic files is solely at the risk of the undersigned.

The undersigned agrees to release any and all claims that they may have at any time against Perkins+Will or its consultants arising out of the use of the Model Files by the undersigned or by any other individual or entity. The undersigned agrees to hold harmless and indemnify Perkins+Will and its consultants from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees arising from or in any way connected with the provision of the Model Files by Perkins+Will or the use, modification, misinterpretation, misuse, or reuse by others of the Model Files provided by Perkins+Will. The undersigned shall not use, modify, or reproduce any of the Model Files without first removing identifying information for Perkins+Will and its consultants that may be incorporated in the furnished Model Files.

The undersigned confirms that it will use the Model Files only with reference to the Project and shall not copy or distribute the Model Files, or permit the Model Files to be copied or distributed by others, except for use on this Project. The undersigned shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms and conditions of this Agreement, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by this Agreement, assumes toward the Owner and Perkins+Will. The undersigned Contractor assumes responsibility for the breach of this Agreement by any Subcontractor to whom the Contractor distributes the Model Files.

Upon return receipt of this signed Agreement, the Model Files will be transmitted to the undersigned through electronic mail, or be posted on the Perkins+Will file transfer protocol site or the Project web site.

This Agreement may be executed in counterpart, and the parties agree that the individual counterparts, taken together, shall constitute a binding agreement.

The undersigned agrees that they are authorized to bind the company indicated below to the obligations of this Agreement, and understands that Perkins+Will is relying upon this representation in agreeing to enter into this Agreement. In addition to any rights that Perkins+Will may have against the company, the undersigned agrees that Perkins+Will shall have rights personally against the undersigned if this apparent authority is questioned or disputed by the company in any way.

The undersigned agrees that any violation of this Agreement by the undersigned or the company, or any of the agents, representatives, officers, or employees of either, will result in irreparable harm to Perkins+Will that cannot be entirely compensated by money damages. Therefore, the undersigned and the company agree that Perkins+Will may seek any and all equitable remedies that may be available to Perkins+Will, including but not limited to a temporary or permanent injunction in the event of any breach or threatened breach of the terms of this Agreement.

The undersigned shall reimburse Perkins+Will for any cost or expense, including attorney's fees and all labor and expenses (including those of in-house counsel), related to the enforcement of the terms of this Agreement.

Contractor:

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature of Recipient*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Date*

END OF AGREEMENT