

**AGREEMENT BETWEEN ARCHITECT OF RECORD AND OWNER OR CONTRACTOR
FOR TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA**

Architect of Record (Architect): Harriman Recipient: _____
Auburn Business Park _____
46 Harriman Drive _____
Auburn, ME 04210 _____

Project No. _____ Date: _____

Project Name: _____

Location: _____

The Architect will provide the following CAD files, dated _____ for the project use by the Recipient:

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Drawings were prepared on the following:

Computer Hardware: (SUN) (Other) Operating System: (UNIX) (Other)
 Software: (Arris 8) or (Microstation 8)
 Converted to: (Autocad 2004) (DWG)

Recipient shall pay Architect a handling fee of \$100. A translation fee of \$25 for each drawing will also apply. This signed agreement and payment of fees are required prior to transferring the files.

Handling fee: \$100.00 + \$5 Maine State Sales Tax (5%) = \$105
 Translation fee: number of drawings _____ (x \$25) _____ + \$5 Maine State Sales Tax (5%) = _____
 Total Cost: = _____

Transfer method (check one): _____ E-mail, Email address: _____
 _____ CD-ROM
 _____ Zip Disk

Payment type (check one): _____ Check
 _____ Credit Card (Visa or Master Card only)
 _____ Visa _____ Master Card
 Name of Cardholder: _____
 Credit card no: _____ Exp. Date _____

TERMS AND CONDITIONS:

- It is understood and agreed that all drawings, specifications, or other documents of any kind prepared by Architect or its subconsultants, whether in hard copy or in electronic or machine readable format including Electronic Documents (collectively the "Architect's Documents"), are instruments of their services prepared solely for use in connection with the single project for which they were prepared and that Architect and its subconsultants retain all common law, statutory and other reserved rights, including the copyright. This agreement is not intended in any way to alter the respective interests of the parties in the Instruments of Service as set forth in the Owner/Architect Agreement, notwithstanding Architect's agreement to release the Electronic Documents to Recipient.

2. The Electronic Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities and obligations relating to the Project. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications, which are, and remain, the Contract Documents for the Project. In all instances, it is the responsibility of the Recipient to insure that the Electronic Documents are consistent with the Contract Documents.
3. The parties agree that the Electronic Documents are not, nor shall they be construed to be, a product. It is expressly agreed by the Recipient that there are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either express or implied.
4. Architect makes no representation as to the compatibility of the CAD files with any hardware or software.
5. Since the information set forth on the CAD files can be modified unintentionally or otherwise, the Architect reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
6. If any differences exist between printed Instruments of Service and Electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the Electronic Documents.
7. Recipient agrees not to add to, modify or alter in any way, or to allow others to add to, modify or alter in any way, the Electronic Documents or any printed copies thereof.
8. The Electronic Documents are supplied in a translatable format. Any conversion of the format is solely the responsibility of the Recipient. Recipient understands and agrees that the conversion of hard copies of Instruments of Service into electronic or machine readable format or the conversion of Electronic Documents from the machine readable formats used by Architect to some other format may introduce errors or other inaccuracies. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Architect, and its subconsultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
9. Where the Recipient has received specific permission to use the Electronic Documents in connection with the Recipient's obligation to prepare certain documents for Project, Recipient shall, in addition to the other obligations set forth therein, be obligated to remove Architect's or Architect's Consultant's title block from the copy of the Electronic Documents used by Recipient. It is understood and agreed that, without the separate express written permission of the Architect to do so, the Electronic Documents are not to be used by any contractor or any of its subcontractors of any tier of material supplier or vendor as a shop drawing or any other type of submittal or as the basis for preparing such shop drawing or submittal. The sole exception to this prohibition shall be that the Recipient may use the Electronic Documents as a clearly distinguishable separate background upon which to prepare its shop drawings or other submittal.
10. Recipient further agrees that the Architect's Documents were prepared for use in connection with this project only and that the Electronic Documents are supplied to Recipient for the limited use stated above only. Recipient agrees not to use, or to allow others to use, the Electronic Documents, in whole or in part, for any purpose other than as stated above.
11. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the CAD files, but to the extent any are, the Contractor will pay the appropriate fees and hold the Architect harmless from such claims.
12. Any purchase order number provided by the Contractor is for Contractor's accounting purposes only. Purchase order terms and conditions are void and are not a part of this agreement.
13. Harriman has prepared these Cad files for the sole purpose of plotting and printing a hard copy of the design documents. Harriman believes only the hard copy print to be the accurate representation of all drawing

information. Hard copy written dimensions override electronic measured dimensions. User must verify computer data against hard copy prints.

14. Electronic Cad files are an inherently unstable medium and subject to "bugs," deterioration, modifications, and viruses. Cad files are subject to inadvertent changes in the process of moving from one computer to another; or by compressing and decompressing the data; or by moving from one software revision to another; or any kind of manipulation of the data will lead to defects.
15. This agreement shall be governed by the laws of the principal place of business of the Architect. Only printed copies of the Instrument of Service shall be signed and sealed.
16. Recipient agrees to waive any and all claims and liability against Architect and its subconsultants resulting in any way from any failure by Recipient to comply with the requirements of this Agreement for the Delivery of Documents in Electronic Format.
17. The Recipient agrees that no third party beneficiary status or any other right of action is created in favor of any contractor, subcontractor, materialmen or other third party against the Architect by virtue of this Agreement or in connection with its delivery of Electronic Documents, and no third party beneficiary status is intended.
18. Recipient further agrees to indemnify and save harmless the Architect and its subconsultants and each of their partners, officers, shareholders, and directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees including claims asserted in breach of contract, breach of warranty, negligence, or any other tort) arising as a result of either: 1) Recipient's failure to comply with any of the requirements of Agreement for the Delivery of Documents in Electric Format; or 2) a defect, error or omission in the Electronic Documents or the information contained therein, which defect, error or omission was not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost, or expense.
19. Architect reserves the right to deny a request to translate files.

AUTHORIZED ACCEPTANCE

by Architect
of Record (Architect)

by Recipient

Signature

Signature (by officer)*

Print Name and Title

Print Name and Title

Date

Date

Witness: _____

*NOTE: Original signature required, do not FAX.