To: Town Of Fairfield  
From: Wiles Architects  
Date: April 14, 2014  
Project: Penfield Pavilion Phase 1  
Re: Electronic Document Release Form

Town of Fairfield has requested access to a copy of the Computer Aided Drafting files (CAD) produced by Wiles Architects and/or Wiles Architects' Consultants (collectively “WA”) in conjunction with the above-mentioned project.

The Contractor acknowledges the following:

1. The CAD files remain the property and control of the Architect. Providing access to the CAD does not transfer copyright or ownership, and is a limited license to use in accordance with these and other conditions set by the Architect. The Contract Documents do not require the Contractor to use the CAD to prepare drawings in electronic format for use during construction, or the use in any way of CAD or CAD systems. The Contractor is not permitted to make alterations to the CAD and/or the information contained therein.

2. The CAD and the information contained is provided as is, in AutoCAD Version 2006 format previously used by WA. The CAD are provided without warranty or guaranty of compatibility with the Contractor’s software or hardware systems. Further, the Contractor acknowledges data stored within the CAD can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, and duration of storage or operators.

3. The CAD, and the information contained therein is provided for the Contractor's convenience only, is not a Contract Document and does not relieve the Contractor from the requirements of the Contract Documents. The information provided in the CAD may not reflect the Contract Documents in all areas and the Contractor will be required to verify where changes have occurred. Also, field verification of existing and as-built conditions are required as part of a submittal process.

4. The information provided in the CAD is only diagrammatic.

5. The Contractor accepts responsibility for ensuring all persons, including sub-contractors, using the CAD complies with the requirements and limitations in using the information provided on them. Further, the use of
these CAD is limited solely to this project. Use of CAD on other projects or on other applications by the Contractor is expressly prohibited.

6. This Hold Harmless Agreement shall be attached to and transmitted with the CAD at all times so that all those that the Contractor allows to have access are bound by the terms of this Agreement. By accepting the CAD and the above stipulations, the Contractor and its agents, employees, Subcontractors of any tier, material suppliers or any others that Contractor allows to access the CAD agrees to defend, indemnify and hold harmless the Client and Wiles Architects, their agents, employees against all claims, liabilities, damages, losses, expenses and costs (including expert and attorney’s fees) (Claims) arising from, relating to or resulting from the use of the CAD including those Claims arising from, relating to or resulting from the negligence or allegations of negligence of WA, unless there is a determination by the trier of fact that WA’s sole negligence or willful misconduct caused the Claims.

Accepted: ____________________________________________
(Signature of Authorized Agent of Contractor)

________________________________________________________
(Print Name of Authorized Agent of) Date: