

**AGREEMENT & RELEASE REGARDING DIGITAL MODEL SHARING & USE OF
ELECTRONIC INSTRUMENTS OF SERVICE PREPARED BY
TOBIN & ASSOCIATES. P.C.**

**LCCC ACC Classroom Addition
Laramie, Wyoming**

TERMS & CONDITIONS

In connection with the project identified above (hereinafter "Project") for which Tobin & Associates, P.C. ("Architect") has been retained to provide Architectural services, Recipient has requested certain Instruments of Service prepared by the Architect electronic modeling format (Autodesk AutoCAD file format) hereinafter referred to as "Electronic Model and Document."

In consideration of Tobin & Associates, P.C.'s agreement to release Electronic Documents, the Recipient agrees as follows:

_____ (hereinafter "Recipient") understands and acknowledges that the Electronic Model and Documents prepared for the Project were not created or intended for direct use as construction documentation by the Recipient, its sub-Recipients or third parties, and that after the Electronic Model and Documents are provided they can become digitally corrupted without detection, can be modified without the knowledge of the Architect and/or its consultants, may not be readable by Recipient, its sub-Recipients or by third parties due to file format incompatibilities, and may be modified by the Architect, its consultants or others after the Electronic Model and Documents are transferred, any of which circumstances could cause damage or loss to Recipient. Any further conversion of the format by the Recipient is solely the responsibility of the Recipient. The conversion of Electronic Model and Documents from the machine-readable format used by the Architect to some other format may introduce errors of other inaccuracies. Recipient understands and acknowledges that these risks are inherent with any use of the Electronic Model and Documents and that the use of the Electronic Model and Documents may not result in the detection of all potential conflicts between elements during actual construction of a project and may not accurately reflect quantities, surface areas or volumes necessary to complete or estimate the cost of the Work.

The Architect does not warrant that the information contained in the Electronic model and Documents is free from errors or omissions, or free from damage or deletion in part or in whole. The Recipient may not rely on the accuracy or completeness of the Electronic Documents and/or Electronic Model. The Recipient accepts all responsibility for any errors or inaccuracies and releases the Architect from any liability or claims for recovery of damages or expenses arising as the result of such error or inaccuracies. Recipient agrees that dimensions may not be scaled in the Electronic Model and Documents and that written dimension on the hard-copy Contract Documents take precedence.

Recipient acknowledges that the Electronic Model and Documents are a work in progress for the above-described Project. The signed and sealed original plans, specifications and other documents constitute the Contract Documents for the Project. The Electronic Model and Documents are not Contract Documents, and will not be signed or sealed by Tobin & Associates, P.C. The Recipient shall be obligated to remove the Architect's and/or the Architect's consultant's title blocks and all digital seals from the Electronic Documents. Architect cannot verify that the Electronic Model and Documents accurately or completely reflect field conditions. The Recipient and each other user must satisfy themselves as to the level of accuracy and completeness of the Electronic Model and Documents for their needs. In addition, the Recipient understands that the changes made during design, bidding, negotiation and construction may not be incorporated into the Electronic Model and Documents.

Recipient acknowledges that the transfer of Electronic Model and Documents shall not constitute the sale of goods; and, Owner, Architect and its consultants make **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, INCLUDING "SPEARIN" TYPE WARRANTIES, IN CONNECTION WITH THE SERVICE OF PROVIDING ELECTRONIC MODEL AND DOCUMENTS, OR THAT THE ELECTRONIC MODEL AND DOCUMENTS WILL BE USEABLE OR ACCURATE, WHICH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.**

By acceptance of the Electronic Model and Documents, Recipient agrees not to sue, and will hold harmless Architect and each of its partners, officers, shareholders, directors, employees, and consultants from any and all costs (including reasonable attorneys' fees), claims or causes of action be it tort, breach of contract or otherwise arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement or 2) Defects, errors, or omissions in the Electronic Model and Documents or the information contained therein and , specifically, Recipient's use of the Electronic Model. Recipients use of the Electronic Model and Documents is at the Recipient's sole risk.

Signatures on following page

AGREEMENT ACCEPTANCE

Signature of this Agreement expressly certifies to Tobin & Associates, P.C. that the person(s) signing below is/are authorized by the Recipient to accept and commit to the terms and conditions included in this Agreement and Release on behalf of the Recipient.

Agreed to and accepted by:

Signature

Date

Name / Title

Company

Legal Address

(If address is a P.O. Box Number, include actual building location address)