

## LICENSING AGREEMENT – Auto CAD File Waiver Form

Architectural Vision Group, Ltd. and their consultants 23850 Sperry Drive Cleveland, Ohio 44145 HEREINAFTER CALLED "ARCHITECT"

Company: Contact: Address: City, State, Zip; HEREINAFTER CALLED "CONTRACTOR"

> AVG Project 2203-2 New Eastside PK-3 Elementary School

WHEREAS, the Architect has prepared Contract Documents for the Owner for the complete construction of the PROJECT using computer aided drafting (CAD) equipment, and

WHEREAS, the Contractor has entered into a contract with the Owner, or the Owner's Construction Manager, to provide selected construction services for said Project, and

WHEREAS, the Contractor has requested that the Architect to provide copies of the CAD File (hereinafter call "File") which contain portion of the Contract Documents, as selected by the Contractor, and all Addendum Documents for Contractor's use in preparing their required Shop Drawings submittals for this Project. Contactor shall resume full responsibility of incorporating Addendum information into the Contract Document. In the event of any discrepancy between the printed Contract Documents and these electronic files, the printed Documents shall take precedence. All Shop Drawings will be reviewed in accordance with the printed Contract Documents.

NOW, THEREFORE, to effect the arrangement to transfer the Diskette to Contractor, the Parties agree as follows:

- 1. That the File(s) are being provided to Contractor for the sole purpose stated above.
- 2. That the Architect's title block on each drawing contained within the File(s) has been deleted and this Licensing Agreement grants no right to reproduce the title block.
- 3. Under no circumstances shall the providing of the File(s) be deemed a sale of a product and the Architect makes no warranties, express or implied, in consenting to provide these File(s).
- 4. Contractor understands that the automated of information and data from the system and format used by the Architect to an alternate system or format cannot be accomplished with the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to Contractor in machine readable form is so converted, Contractor agrees to assume all risks associated therewith.

Date:



- 5. Contractor also recognizes that changes or modifications to the Architect's instruments of professional service introduced by anyone other that the Architect may result in adverse consequences which cannot be predicted nor controlled. Therefore, and in consideration of the Architect's agreement to deliver its instruments of professional service in machine readable form, Contractor agrees to the fullest extent permitted by law, to hold harmless and indemnify the Architect from and against all claims, liabilities, losses, damages, and costs, including but not limited to , attorney's fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Architect under this Agreement. The foregoing indemnification applies, without limitation, to use of the project documentation on this project.
- 6. Contractor also recognizes that drawing File(s) shall not be scaled electronically; only written dimensions shall be used for information. Further, in the event of any discrepancy between the printed Contract Documents and these files, the printed Documents shall take precedence.

This Agreement represents the entire Agreement between the Architect, the Architect's Consultants, and the Contractor.

ARCHITECT:	<b>CONTRACTOR:</b>		
Architectural Vision Group, Ltd.			
By:	By:		
Title: <u>Project Manager</u>	Title:		
Date:	Date:		

List of Drawings Requested				
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