

Contractor Name: _____

Contractor Address: _____

Project Name: _____

Deliverable: AutoCAD 2018 file(s), via email.

The submitted files are intended to work only as described in these terms and conditions. These files are compatible only with AutoCAD 2013, operating on a PC using Windows 10. Behnke Associates, Inc. makes no representation as to the compatibility of these files beyond the specified release of the above-stated software. The contractor agrees to save and hold Behnke Associates, Inc. harmless for the use of the file data outside or beyond the scope of this agreement.

Because data stored on electronic media can deteriorate or be modified without Behnke Associates, Inc.'s knowledge, the contractor agrees that it will accept responsibility for the completeness, correctness, and readability of the electronic data after an acceptance period of 5 business days after delivery of the electronic files. If any discrepancies are discovered, the recipient shall record them in writing, and submit to Behnke Associates within the acceptance period. Upon the expiration of this acceptance period, the contractor will indemnify and save harmless Behnke Associates, Inc. for any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic files or output generated from them.

The recipient assumes responsibility for use of the data and for coordination of any updated or additional data. If changes to this information are necessitated, Behnke Associates, Inc. will not automatically update this information. A new file will have to be requested if these changes affect the recipient's work.

The electronic files are not construction documents. Data contained on these electronic files are part of Behnke Associates Inc.'s instruments of service, and shall not be used by the recipient or anyone else receiving this data through or from the recipient for any purpose other than as a convenience in the preparation of shop drawings, field layout, or material quantity takeoffs. By the use of the electronic files, the recipient is not relieved of the recipient's duty to fully comply with the hard copy of the sealed or signed contract documents.

Any use or reuse of these files by the contractor or others, without written authorization by Behnke Associates, Inc. for other than the specific purpose intended, is prohibited, and will be at the contractor's sole risk and without liability or legal exposure to Behnke Associates, Inc.

Check the data files and media or email for virus contamination before use.

This data may not be copied without the permission of Behnke Associates, Inc.

By signing this document, _____ (Contractor Name) acknowledges agreement to the above terms and conditions. A signed acceptance of this agreement must be received before release of the file(s).

Authorized Signature _____

Clearly-Printed Name _____

Title _____

Company _____

Date _____

Requested Sheet No's _____

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