



## Usage of Electronic Files

### *Indemnification Agreement*

Lewis Land Professionals, Inc. ("LLP") will provide electronic files for your convenience and use in the preparation of shop drawings related to the New Westside PK-3 Elementary School subject to the following terms and conditions:

\_\_\_\_\_ herein after referred to as "contractor".

The electronic files are compatible with Autodesk AutoCAD Civil 3D 2022 software and Microsoft Windows 10 64bit-oriented hardware specifications. LLP makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic files are part of LLP's Instruments of Service and shall not be used by contractor or anyone else receiving this data through or contractor for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by contractor or by others will be at contractor sole risk and without liability of legal exposure to LLP. Contractor agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against LLP, its officers, directors, employees, agents and subconsultants that may arise out of or in connection with your use of the electronic files.

Furthermore, contractor shall, to the fullest extent permitted by law, indemnify and hold LLP harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from contractor's use of the electronic files.

The electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. LLP makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the hard-copy bid or construction documents supplied to you by LLP and the electronic files, the hard-copy bid or construction documents shall govern. Contractor is responsible for determining if any conflict exists. By your use of these electronic files, contractor, is not relieved of its duty to fully comply with the contract documents, including without limitation the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate contractor's work with that of other contractors on the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, LLP reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

LLP will furnish \_\_\_\_\_ AutoCAD plans per their request.

A service fee of \$0.00 shall be remitted to LLP prior to delivery of the electronic files.

Under no circumstances shall delivery of the electronic files for use by contractor be deemed a sale by LLP, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall LLP be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

#### **Agreed to and Accepted By:**

**Lewis Land Professionals, Inc.**

8691 Wadsworth Road

Suite 100

Wadsworth, OH 44281

\_\_\_\_\_

By: Thomas A. Weiss III

Its: Project

Manager \_\_\_\_\_

Date: July 7, 2023

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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