

Spartanburg County agreement to release certain Electronic Files/Documents ("Base.dwg"), _____ (RECIPIENT) agrees as follows:

I. Spartanburg County will provide to the RECIPIENT certain drawings, specifications, or other documents prepared by Spartanburg County in electronic format and/or on electronic media. These documents are hereinafter collectively referred to as "ELECTRONIC Files". The ELECTRONIC Files have been developed solely for the Owner/Client's benefit and to be used solely for this Project. Spartanburg County does not represent that the information contained in the ELECTRONIC Files are suitable for use on any other project or for any other purpose. If the ELECTRONIC Files are used for any other project or purpose without Spartanburg County's specific written permission, the risk of such use shall be assumed solely by RECIPIENT or other user.

II. The ELECTRONIC Files are provided merely as a convenience to the RECIPIENT. The ELECTRONIC Files do not replace or supplement the paper copies of any drawings, specifications, or other documents included in the Contract Drawings for use on the project.

III. Spartanburg County makes no representation, warranty or guarantee that ELECTRONIC Files: (1) are suitable for any other usage or purpose, or (2) have any particular, durability, or (3) will not damage or impair the Recipient's computer or software, or (4) contain no errors or mechanical flaws or other discrepancies that may render them unsuitable for the purpose intended by the RECIPIENT.

IV. Due to the unsecured nature of the ELECTRONIC Files and the inability of Spartanburg County or the RECIPIENT to establish controls over their use, the RECIPIENT assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the RECIPIENT to check the validity of all information contained herein. The RECIPIENT shall at all times refer to the signed and sealed drawings of the project during all phases of the project. The RECIPIENT shall assume all risks and liabilities resulting from the use of this data, and the RECIPIENT agree(s) to waive any and all claims and liability against Spartanburg County and its sub consultants resulting in any way from the use of the ELECTRONIC Files.

V. RECIPIENT also agree(s) to defend, indemnify and save harmless Spartanburg County, its sub consultants, officers, agents, employees, and shareholders from and against any and all claims, damage, liability, costs, judgment, suit, or expense (including reasonable defense and attorney fees) arising in any manner from the use, reuse, or modification of the ELECTRONIC Files.

Please execute this Agreement in the space provided below to indicate your acceptance of the terms and conditions of the release itemized in this Agreement. Upon receipt of the executed Agreement, we will transfer the CADD Files to the address or email provided below.

READ AND ACCEPTED BY:

Signature of Authorized Representative: _____

Date: _____

Email: _____

Project: _____

Printed Name: _____ Company: _____

Title: _____