

**ELECTRONIC FILE TRANSFER TERMS AND CONDITIONS**

**AGREEMENT** between **JOHNSON SPELLMAN AND ASSOCIATES, INC.** (hereinafter "JSA") and the company requesting the electronic file(s) (hereinafter "Recipient") listed in the Company Name input field below and dated today.

**WHEREAS**, JSA honors requests submitted by the General Contractor or Prime Trade Subcontractor only, all others must channel requests via the aforementioned parties.

**WHEREAS**, JSA has prepared drawings and other instruments of service for the construction of the project described in the Project Name input field below (hereinafter the "Project");

**WHEREAS**, Recipient has requested that JSA furnish it with electronic files (hereinafter "Electronic Media") for its use in preparing shop drawings, record drawings, or other documents specific for the Project which contain information or data concerning certain Electronic Media furnished by the JSA and identified in the Files Requested input field below.

**NOW, THEREFORE**, to affect the transfer of the Files to the Recipient, the Parties agree as follows:

1. Drawings prepared by JSA that may be relied upon by Recipient, pursuant to the conditions of the contract between the Owner and Prime Contractor, are limited to those printed drawings that are signed and sealed by the JSA and are identified as Contract Documents in the agreement between the Owner and Prime Contractor, subject to any approved changes thereto. Files of text, data, graphics, or other information stored on Electronic Media are not Contract Documents and are furnished by JSA hereunder solely for the convenience of Recipient and for the limited purpose stated above. Any information or data obtained or derived from such electronic files will be used at Recipient's sole risk.
2. JSA will endeavor to remove JSA's title block or other information identifying JSA from the Electronic Media and this Agreement grants no right to reproduce or otherwise utilize such information.
3. Under no circumstances shall the furnishing of Electronic Media under this Agreement be deemed a sale of a product and JSA makes no warranties, express or implied, in agreeing to furnish Electronic Media.
4. As an Instrument of Professional Service, the information contained on the Electronic Media remains the property of JSA and may not be transferred, re-sold, or re-used without the written consent of JSA.
5. Recipient understands that data stored on Electronic Media can deteriorate or be modified inadvertently and that errors and anomalies can be introduced into the data from the use of software application packages, operating systems, or computer hardware differing from those used by JSA. Recipient acknowledges and assumes all such risks.
6. Recipient also recognizes that changes or modifications to JSA's drawings or other instruments of service, including but not limited to files of text, data, graphics or other information stored on Electronic Media, which are introduced by anyone other than the JSA, may result in adverse consequences which cannot be predicted or controlled. Therefore, and in consideration of JSA's agreement to furnish the above-described information or data on Electronic Media, Recipient agrees, to the fullest extent permitted by law, to indemnify and hold JSA harmless from and against any and all claims, liabilities, loses, damages, or costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the conversion, modification, misinterpretation, misuse or reuse, by Recipient or others, of information and data furnished by JSA under this Agreement
7. Agreement will be in effect upon receipt of the Recipients sent electronic mail by JSA with all input fields completed in a manner acceptable to JSA.

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**Please fill out the following information and fax to JSA at 770-246-9042.**

**Attn (JSA Project Manager):** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**What project files are you seeking?** \_\_\_\_\_

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**What version of AutoCAD do you need?**     DXF     2000     2004     2008     Plot File

**END OF FORM**