

CONTRACTOR'S ACKNOWLEDGEMENT OF OBLIGATIONS AND
LIMITATIONS FOR USE OF ELECTRONIC FORMAT DOCUMENTS

For

City of Hidden Hills – Round Meadow / Mureau Road Improvements

StudioMA (Designer) provides to [Enter Contractor Name]_____ (“Contractor”/“Consultant”) certain records in electronic document format for the project known as [Enter Project Name]_____ (“Project”) subject to the following terms, conditions, limitations and restrictions:

1. Drawings, specifications and documents prepared by the Designer in electronic or machine-readable format are to be used only for the Project described above and not for any other purpose and shall remain the sole property of the Designer and the Designer shall retain all common law, statutory and other reserved rights including copyright. If the Contractor permits the Designer's drawings, specifications or reports to be used for any other purpose in violation of the foregoing restriction, then, in addition to any other remedies available to the Designer, the Contractor agrees to indemnify, defend with counsel acceptable to the Designer and hold the designer harmless from and against all damages, claims and losses, including reasonable attorney's fees, arising out of or in connection with any use of the drawings, specifications and documents submission or distribution of document to meet official regulatory requirements or for similar purposes shall not be considered as a publication in derogation of the Designer's rights.
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4. Record drawings in AutoCAD or PDF's format will be required by the specification and are to be provided by the applicable contractors. The Designer will review record drawings for the limited purpose of general completeness. The Designer will provide disks in AutoCAD format of all final design documents.
5. To the fullest extent permitted by law, the Contractor shall release, defend, hold harmless and indemnify the Designer from and against all claims, liabilities, losses, damages, judgments, awards and costs, including, but not limited to, court costs and attorney's fees, arising from, related to, or in any manner in connection with such party's respective use or alteration of the Electronic Format Documents.

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AND ACKNOWLEDGED BY**

(Contractor Company Name)_____

Signature: _____

Printed Name: _____

Title: _____

E-Mail Address: _____

Date: _____