

ELECTRONIC MEDIA WAIVER FORM

BY USE OF THE ELECTRONIC MEDIA, CONTRACTOR HEREBY UNDERSTANDS AND AGREES TO THE FOLLOWING:

Contractor will be furnished a copy of Schmidt Associates, Inc. Project electronic media, showing the Work (as that term is defined by agreement between Schmidt Associates, Inc., and the Project Owner) in the formats listed below.

Contractor shall use such electronic media for only the purposes of creating shop drawings and/or record drawings and other purposes consistent with and subject to the terms and conditions of this Electronic Media Waiver Form. Contractor agrees that Contractor will not modify the information contained in the electronic media or deviate from such information in preparation of its documentation or work on the Project.

Contractor's use of the electronic media described in this waiver form shall in no way relieve Contractor of any and all responsibilities and duties in connection with the Project, including, but not limited to, responsibility for the determination of exact quantities, dimensions, location, and timing of Contractor's work on the Project.

With respect to the materials described in this agreement, Schmidt Associates, Inc., disclaims all warranties, express or implied, including, but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity. In no event shall Schmidt Associates, Inc., be liable to user for loss of profits, consequential, incidental, indirect or special damages, arising out of tort, breach of warranty, or any other breach of contract, representations or obligations with respect to the materials described in this agreement. Contractor acknowledges that Schmidt Associates, Inc., has disclaimed any warranties, express or implied, with respect to the materials described in this. Contractor acknowledges and accepts that its sole remedy for any defects shall be the return and replacement of the materials described in this agreement. Contractor acknowledges that Schmidt Associates, Inc., shall not be liable, whether in contract, warranty, tort or otherwise, to contractor or any other person claiming through or under contractor, for any damages or expense, whether consequential or incidental, direct or indirect, special or general, arising from loss of profits or business or otherwise, and in no event shall Schmidt Associates, Inc., be liable, even if it has been advised of the possibility of such damage or expense. In no event shall the liability of Schmidt Associates, Inc., exceed the return and replacement of the materials described in this agreement.

Contractor agrees to indemnify and hold harmless Schmidt Associates, Inc., its principals, agents, contractors and subcontractors and grants Schmidt Associates, Inc., rights of set-off for any and all claims, actions, causes of action, judgment and liens arising out of any act or omission by Contractor or any of its officers, agents, employees, subcontractors or customer.

Contractor hereby agrees to maintain the confidentiality of the information and materials in the electronic media, including, but not limited to, any and all trade secrets, Project or financial information, Contracts (including the terms of this Agreement) and other information and materials relating to the Drawings, Schmidt Associates, Inc., or the Project Owner. Contractor shall take all reasonable steps necessary to maintain in effect with each of the Contractor's employees, agents, and subcontractors, a policy of protection of Schmidt Associates, Inc.'s rights to the information covered by this Agreement. Contractor acknowledges that Schmidt Associates, Inc., or agents of Schmidt Associates, Inc., on behalf of Project Owner, any of who may hold copyright or other proprietary rights in such information or materials, developed the information and materials in the electronic media. Contractor acknowledges that Contractor may be held responsible for any infringement of such rights.

The electronic media and any and all audio/visual and magnetic media materials, and materials generated by this Agreement, or received pursuant to this Agreement are the property of Schmidt Associates, Inc., and shall be destroyed after completion of the Project, or Contractor's work thereon, whichever occurs first. Contractor's use of the electronic media does not transfer any right, title or interest in such electronic media, software related thereto, or any other intellectual property to the Contractor, except as specifically set forth in this Agreement.

Project Name: Y kpej guvgt'Ego o wpm{ 'J U/O gej cplecnU{uygo '('Y kpf qy 'Tgr rægo gpv
Project Number: 2009-037.MSW
Name of Company/Contractor requesting electronic media: _____
Printed Name and Title (of responsible representative) : _____
Signature: _____
Address: _____
City, State, ZIP: _____
Date: _____
Phone: _____
Email address: _____

Read-Only Format The Bid set of DWF drawings and PDF project manual on DVD (or CD if size allows) \$200 non-refundable / entire set (Free DWF Viewer downloadable at www.autodesk.com)
.dwf layers can be manipulated with AutoCAD 2008 or later.

The electronic Bid set is only available by request with this signed Electronic Media Waiver Form and payment from the Project printing company noted in the Advertisement for Bids and Instructions to Bidders. The electronic Bid set is intended to match the printed Bid set. It does not include Addenda and it may not include some drawings produced by Consultants if distribution of those drawings is not allowed.

Standard Format: Civil Base files only may be available in Autodesk Architectural Desktop 2007 file format on DVD (or CD if size allows). Other Autodesk versions (2004, etc.) are not available. Inclusion and format of Survey drawings produced by others is not assured. Survey drawings will be included if they are provided to Schmidt Associates by others and if distribution is allowed.

Other Formats: Not Available.

System Requirements: Consult Autodesk. Support to make the electronic media work on other systems is not included.

Note: *Coordination, distribution, and collection of payment is by the Project printing company. Make checks payable to the Project printing company. Do not contact or send payment to Schmidt Associates regarding electronic media. Schmidt Associates receives no compensation for electronic media.*