

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

812 San Antonio Street
Suite 401
Austin, Texas 78701
512.499.0222
designworkshop.com

Agreement for Release of CAD Files

PROJECT: Zilker Park Vision Plan, Austin, Texas (the “Project”)

FILE TYPE: Vision Plan CAD (.dwg) file and GIS shape files (“Electronic Files”)

Design Workshop, Inc. (“Design Workshop”), has performed professional services for the above-referenced Project pursuant to an agreement with the City of Austin (the “Owner”). As part of its work, Design Workshop has created certain drawings and other documents for the Project. You have requested that Design Workshop provide you (“Recipient”) with copies of certain Electronic Files for the Project. While under no contractual obligation to do so, Design Workshop may, at its sole and absolute discretion, provide Electronic Files to you. If Design Workshop decides to release Electronic Files to you, Design Workshop is under no obligation to provide any additional, updated, corrected, or supplemental Electronic Files.

It is expressly understood that any Electronic Files provided by Design Workshop are being shared only as an accommodation and as supplemental information for your convenience. Like any electronic data, the Electronic Files transferred in any manner or translated from the system and format used by the design professionals on the Project to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data. Additionally, the electronic data in the Electronic Files may be easily altered or corrupted, whether inadvertently or otherwise. As a result, neither Design Workshop nor its subconsultants makes any representations or warranties, whether expressed or implied, as to the accuracy of any Electronic Files transferred or the information contained therein. Recipient may utilize the Electronic Files without any expectation that the Electronic Files will be relied upon and agrees that it would be unreasonable to rely on any information contained in the Electronic Files. As the accuracy of the Electronic Files cannot be warranted or guaranteed, any Electronic Files provided are being provided as supplemental information only. Electronic Files are not construction documents, are not stamped by a licensed professional, and are not final documents. And the risk of harm due to potential errors in the Electronic Files is even greater where Design Workshop has not been retained to perform construction observation. But if it chooses to do so, Recipient may utilize Electronic Files provided to it by Design Workshop for its own purposes and at its own risk, and only with respect to the Project. Unless otherwise stated on a hard-copy stamped drawing, to the extent there are any discrepancies between the Electronic Files and the contract documents, the physical contract documents must be relied upon. The use of the Electronic Files for any purpose other than as supplemental information for the Recipient’s convenience on the Project is prohibited.

Any Electronic Files provided by Design Workshop related to the Project are the proprietary information and property of Design Workshop, which shall maintain all copyright and intellectual property rights in the Electronic Files. All Electronic Files shall be treated as confidential and are not to be disclosed to or shared with others,

including contractors, subcontractor, and suppliers, without Design Workshop's written consent. Prior to seeking Design Workshop's written consent to share any Electronic Files with any third party(ies), Recipient shall first obtain the signature of said third party(ies) on this form and present the same to Design Workshop.

By signing below, Recipient expressly agrees to the terms and statements herein, and further acknowledges that: (1) Recipient shall hold Design Workshop and its subconsultants and subcontractors harmless from any and all claims, liabilities, damages, losses, or expenses arising out Recipient's use of the Electronic Files, and shall not hold Design Workshop responsible for any errors or omissions within the Electronic Files; (2) the Electronic Files are to be read in conjunction with all construction documents, addenda and supplemental contract documents; and (3) the Electronic Files are not to be used for fabrication or construction of any kind.

RECIPIENT

Name: _____

Title: _____

Date: _____