

ELECTRONIC DOCUMENTS RELEASE - AGREEMENT

Frisco Marina – Big Dig

January 9, 2019

TERMS & CONDITIONS

In connection with the Frisco Marina – Big Dig project (hereinafter “Project”) for which Martin/Martin, Inc. has been retained to provide structural and/or civil engineering services, Recipient has requested certain Instruments of Services prepared by Martin/Martin, Inc. in electronic format hereinafter referred to as “Electronic Documents.”

In consideration of Martin/Martin, Inc.’s Agreement to release Electronic Documents, the Recipient agrees as follows:

1. The Electronic Documents are and shall remain Martin/Martin, Inc.’s “Instruments of Service” prepared solely for use in connection with this Project. Martin/Martin, Inc. retains all common law, statutory, and other reserved rights, including the copyright, unless, and to the extent such rights belong to Martin/Martin, Inc.’s Client for the Project as part of the Agreement between Martin/Martin, Inc. and its Client.
2. The Electronic Documents are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient’s performance of its responsibilities relating to the Project. It is agreed that this information shall not be used for any other Project, for additions to this Project, or completion of this Project by another professional. The Electronic Documents do not replace or supplement the paper copies of the Drawings and Specifications, which are, and remain, the Contract Documents for the Project.
3. Electronic Documents will not be signed or sealed by Martin/Martin, Inc.
4. The Electronic Documents are not, nor shall they be construed to be, a product. Under no circumstances shall delivery of the Electronic Documents be deemed a sale or license by Martin/Martin, Inc. There are no warranties of any kind in such Electronic Documents or in the media in which they are contained, either expressed or implied. In no event shall Martin/Martin, Inc. be liable for any loss of profit or any consequential damages as a result of Recipient’s use or reuse of these Electronic Documents.
5. Any further conversion of the format by the Recipient is solely the responsibility of the Recipient. The conversion of Electronic Documents from the format used by Martin/Martin, Inc. to some other format may introduce errors or other inaccuracies. Martin/Martin, Inc. makes no representation as to the compatibility of electronic documents nor does Martin/Martin, Inc. make any representation as to the compatibility of electronic documents to any software or hardware.
6. The media in which any Electronic Documents are transmitted can deteriorate over time and under various conditions. Martin/Martin, Inc. is not responsible for any such deterioration.



7. Where the Recipient has received specific permission to use the Electronic Documents in connection with Recipient's obligation to prepare certain documents for Project, the Recipient shall be obligated to remove Martin/Martin, Inc.'s title block from the Electronic Documents used by Recipient.
8. The Electronic Documents are not construction documents and Martin/Martin, Inc. does not warrant that the information contained in the Electronic Documents is free from errors, omissions, or free from damage or deletion in part or in whole, or incorporate revisions, amendments and addenda nor does Martin/Martin, Inc. assume any responsibility to advise Recipient of any subsequent modifications amendments, revisions or addenda. The Recipient may not rely on the accuracy or completeness of the Electronic Documents. The Recipient accepts all responsibility for any errors, omissions or inaccuracies and releases Martin/Martin, Inc. from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies. Recipient agrees that dimensions may not be scaled in the Electronic Documents and that written dimensions on the hard-copy Contract Documents take precedence. Recipient is responsible to determine if any conflict(s) exist between electronic documents and signed and sealed hard-copy Contract Documents. Recipient is further responsible to check, confirm and coordinate all existing and proposed information including but not limited to field measurements, field conditions and coordination with all other disciplines, contract documents and that of other contractors.
9. Recipient will not use, or allow others to use, the Electronic Documents, in whole or in part, for any purpose or project other than as stated herein without the express prior written permission of Martin/Martin, Inc.
10. The Recipient waives any and all claims and liability against Martin/Martin, Inc. from any failure by Recipient to comply in any way with the requirements of this Agreement for the delivery of Electronic Documents.
11. The Recipient shall defend, indemnify and save harmless Martin/Martin, Inc. and each of its partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense costs, expert fees and Attorney's fees) arising as the result of either:
 - a. Recipient's failure to comply with any of the requirements of this Agreement or;
 - b. Defects, errors or omissions in the Electronic Documents or the information contained therein and, specifically, Recipient's use of the Electronic Documents. Recipient's use of the Electronic Documents is at the Recipient's sole risk.
12. Due to the potential that the information presented in the Electronic Documents can be modified unintentionally or otherwise, Martin/Martin, Inc. reserves the right to remove all indicia of its ownership, authorship and/or involvement from each electronic display.
13. Martin/Martin, Inc. will furnish you with the electronic files of the following drawing sheets: Grading Plan
14. A service fee of One Dollar(s) (\$1.00) and other good and valuable consideration to Martin/Martin, Inc. is hereby acknowledged as received prior to delivery of the Electronic Documents.
15. This is solely an Agreement between Town of Frisco and Martin/Martin, Inc. There are no third-party beneficiaries to this agreement. However, you agree to impose the same limitations and conditions contained herein with the use of the Electronic Documents upon any of your subcontractors/suppliers/subconsultants to which access is given to the Electronic Documents by you.



- 16. This agreement shall be governed by the laws of Colorado.
- 17. Copies of documents that may be relied upon by Recipient are limited to the printed hard copies that are signed or sealed by the Consultant. Any conclusion or information obtained or derived from such electronic files will be at user's sole risk.

AGREEMENT ACCEPTANCE

Signature of this Agreement expressly certifies to Martin/Martin, Inc. that the person(s) signing below is/are authorized by the Recipient to accept and commit to the terms and conditions included in this Agreement and Release on behalf of the Recipient.

Agreed to and Accepted By:

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
Company:	Town of Frisco		
Legal Address:	_____ _____		

(If address is a PO Box Number, include actual building location address)