



H B A

DATE: _____

Client's Name, Firm Name and Address

RE: Project Name: _____

Dear (Client Name) _____:

You have asked Holland Basham Architects ("HBA") to provide copies of certain CAD or other data files ("Data") prepared by HBA in connection with _____ ("Project"). HBA agrees to provide _____ with the Data requested under the following terms:

1. The transfer of Data shall not be deemed as a sale. The Data represents instruments of professional service and shall remain HBA's property even if the Project is not completed. HBA shall be deemed author of the Data and shall retain all proprietary rights, including copyrights embodied therein. As instruments of professional services, HBA makes no representations or warranties, expressed or implied, or merchantability, or fitness for a particular purpose or with respect to the Data's quality, adequacy, completeness or sufficiency, or any results to be or intended to be achieved as to its use.
2. Client's use of Data is limited to use as _____. Client agrees that Data shall not be used for any other purpose.
3. Client acknowledges that anomalies and errors can be introduced into Data when it is transferred or used in an incompatible computer environment. Further, Client acknowledges and solely accept the risks associated with and/or the responsibility for any damages to hardware, software or computer systems or networks related to any use of the Data. Data is being furnished "as is". Client hereby releases HBA from any damages or losses of any kind, including, but not limited to, damages or losses to property or persons, including injuries or death, or economic losses, or any consequential, special, indirect or incidental damages, resulting from the transfer or use of the Data.
4. Client is responsible for modifying its computer systems to properly use the Data. HBA shall have no duty to modify or update Data and HBA reserves the right to retain an archival copy of Data delivered to Client which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished to Client.
5. Client agrees to indemnify, defend and hold HBA harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses arising out of the use, reuse or modification of the Data, except where HBA is found to be solely liable as

HOLLAND BASHAM ARCHITECTS

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between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction.

- 6. Except as provided herein, Client will not transfer the Data or any copy of the Data in any form to a third party without the prior written consent of HBA. If the Client fails to perform or observe any of the terms of this Agreement, HBA may demand and the Client shall immediately return the Data and any copies thereof.
- 7. This Agreement shall be governed by Nebraska law.
- 8. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for this purpose.

Drawing Files: (Here insert a list of the contract documents sheets required)

Signing this letter indicates your agreement to the terms stated above. Unless otherwise explicitly agreed to in writing by both parties, this Agreement shall govern any and all future transfers or use of new Data, if any, to the Client by HBA.

Accepted and agreed by:

Holland Basham Architects

Accepted and agreed by:
Client's Name

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

AutoCAD Version _____

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