



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

RELEASE OF LIABILITY FOR USE OF BIM/CAD FILES

Pond and Company, Inc. (POND) agrees to provide BIM/CAD files (files) to the client or client's representatives for their use for scope beyond that which is contracted to POND. The client's execution of this Release of Liability is conditional based on the following:

1. POND makes no representation or warranty as to the compatibility of the files with any hardware or software, or from the modification or conversion of the files into another format.
2. Because the information within the files can be modified unintentionally or otherwise, POND reserves the right to remove all indicia of ownership and/or involvement from each electronic display. The files and the media on which they are provided are not to be considered certified documents.
3. All information within the files is considered instruments of service of POND, and shall not be used for other projects, for additions to this project, or completion of POND's scope on this project by others. The files shall at all times remain the property of POND, and in no case shall the transfer of the files be considered a sale or other transfer of ownership rights.
4. To the fullest extent allowed by law, POND makes no representation or warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the files, nor for their merchantability or fitness for a particular purpose. The client and their representatives acknowledge that they have not relied on any representation or warranty other than those expressly set forth herein in signing this Release of Liability. The files are not to be considered as contract documents.
5. The client's use of the files shall not in any way obviate the client's responsibility for compliance with all local, State and Federal laws, ordinances, and codes.
6. The client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless POND and its Consultants from all claims, damages, losses, expenses, penalties, and liabilities of any kind, including attorneys' fees, arising out of, or resulting from the use of the files by client, or by third party recipients of the files from the client.
7. POND believes that no licensing or copyright fees are due to others on account of the transfer of the files, but to the extent any are, client will pay the appropriate fees and hold POND and its Consultants harmless from such claims.

AUTHORIZED ACCEPTANCE

Contractor Signature Date

POND Signature Date

Printed Name and Title

Printed Name and Title