

## REQUEST FORM FOR ELECTRONIC FILES

**Project Name:**

**Project Owner:**

**Project Location:**

**Moseley Architects Project Number:**

**THIS FORM IS NOT A PART OF THE BID DOCUMENTS OR CONTRACT DOCUMENTS FOR THE PROJECT NAMED ABOVE.**

In order to request Electronic Files (CADD files, Scans, PDFs, TIFFs, etc) from Moseley Architects, this Request Form must be submitted to Moseley Architects fully executed as indicated, and with no modifications. **To avoid unnecessary time and expense in the preparation and transmittal of requested files, Moseley Architects will respond to only one request, so all desired files are to be indicated in the initial request. Subsequent requests for additional files or copies of the originally transmitted files will be denied. There are limitations to the types of files that are available, when they will be made available, and to whom they will be made available.**

**The Recipient named below agrees, without exception, to the following terms and conditions:**

1. Recipient confirms its request to Moseley Architects for Electronic Files indicated below, which Recipient understands are to be provided only in accordance with, and conditioned upon, the terms and conditions of this Request Form.

2. Moseley Architects agrees that Recipient may use the Electronic Files for the sole purpose of responding to Owner's request for information related to the Project. Any Electronic Files provided are strictly for the use of the Recipient in regard to the Project named above, and shall not be utilized for any other purpose or provided by the Recipient to any entity other than its subcontractors for the Project named above.

3. Recipient acknowledges that the Electronic Files do not contain all of the information of the Bid Documents or Contract Documents for the construction of the Project; that information in the Bid Documents or Contract Documents may be revised or modified in the future; and that Moseley Architects does not have and will not have any duty or obligation to advise or give notice to Recipient of any such revisions or modifications. Recipient agrees that its use of the Electronic Files is at the Recipient's sole risk of liability, and that the Recipient shall make no claim or demand of any kind against Moseley Architects arising out of Recipient's receipt or use of the Electronic Files.

4. Moseley Architects makes no representation or warranty of any kind, express or implied, with respect to the Electronic Files and specifically makes no warranty that the Electronic Files shall be merchantable or fit for any particular purpose, or accurate or complete. Furthermore, any description of said Electronic Files shall not be deemed to create an express warranty that such Electronic Files shall conform to said description.

5. Electronic Files are provided strictly as a courtesy by Moseley Architects solely for the convenience of the Recipient, and are not part of the Bid Documents or Contract Documents for the Project. As stated herein, the possibility exists that the Electronic Files provided may differ from the Bid Documents or Contract Documents for construction of the Project. Moseley Architects shall not be responsible for differences between Electronic Files, the Bid Documents, and Contract Documents. The Bid Documents or Contract Documents for the Project may be modified by Moseley Architects at any time, either before or after construction begins. Moseley Architects has no responsibility, either before or after any such modification, to determine or to advise the Recipient whether any such modification causes Electronic Files provided to the Recipient to be out of date, inconsistent with the Bid Documents or Contract Documents, or otherwise unsuitable or unfit for use in any way. The Recipient assumes all risk and liability for any losses, damages, claims, or expenses resulting from its receipt, use, or possession of Electronic Files furnished by Moseley Architects.

6. The Recipient agrees to indemnify, defend and hold harmless Moseley Architects, its officers, agents, employees, and Owner from and against any and all claims, suits, losses, damages or costs, including attorney's fees, arising from or by reason of the Recipient's use of Electronic Files provided by Moseley Architects, and such defense and indemnification obligation duties shall survive any use under this Request Form.

7. All CADD files provided by Moseley Architects hereunder shall be AutoCAD files (\*.dwg) in a format/version determined solely by Moseley Architects. The Recipient agrees that Moseley Architects shall have no responsibility whatsoever for problems of any nature arising from the conversion of the files by the Recipient or others for use in non-native

applications. Moseley Architects will not provide files in compressed formats. Recipient agrees to accept the files in the format provided by Moseley Architects, and that Recipient's conversion shall be at Recipient's sole risk.

8. Moseley Architects, at its sole discretion, may modify the Electronic Files before they are provided to the Recipient. Such modifications may include, but are not necessarily limited to, removal of certain information. Moseley Architects, in its sole discretion, may refuse to provide some or all Electronic Files requested by Recipient.

9. The availability of Electronic Files that were not prepared by Moseley Architects is subject to the consent of the Owner or consultant that prepared those Electronic Files. Moseley Architects will not negotiate with the Owner or consultant or repeatedly solicit the Owner or consultant to obtain such consent. Neither this Request Form nor any such separate Consultant's consent may be assigned or transferred by Recipient to any other person or entity.

10. This Request Form contains all applicable terms and conditions relating to the provision of Electronic Files to the Recipient by Moseley Architects. No other terms and conditions apply. This Request Form is not a part of the Bid Documents or Contract Documents for construction of the Project named above, and the terms and conditions defined herein are not subject to or superseded by any provisions of the Contract Documents for the Project, nor does this Request Form modify the Bid Documents or Contract Documents.

11. This Request Form, and the use of Electronic Files, is not subject to any Uniform Commercial Code, and this Request Form shall not be construed to be a sale of any goods or products under any provision of any Uniform Commercial Code, or other statute, law or regulation and shall not be construed as an agreement for performance by Moseley Architects on behalf of the Recipient.

12. The Electronic Files provided to Recipient shall not be provided to others, except for those with direct contract with Recipient. The Electronic Files shall not be posted on any website, linked, or otherwise provided to any other person or entity. Recipient shall be responsible for any use by parties to whom the Recipient has provided the Electronic Files, including responsibility for the defense and indemnification obligation provided for in this Request Form. Recipient agrees it shall have no right to furnish or provide the Electronic Files in any litigation, administrative proceeding, arbitration or mediation except with the express written consent of Owner and Moseley Architects.

13. Electronic Files may or may not be posted on [www.moseleyprojects.com](http://www.moseleyprojects.com) before or after bidding.

14. **Place a check mark next to the files requested.** The only available CADD files are the **comprehensive plan files** (i.e., base plans or backgrounds) listed below. C=Contractor SS=Site Subcontractor

<input checked="" type="checkbox"/>	File Type	Format	Available To	Time Available
	Civil Grading and Layout Plans	CADD	SS and C	During and After Bidding
	Architectural Floor Plans	CADD	C	After Bidding
	Roof Plans	CADD	C	After Bidding
	Reflected Ceiling Plans	CADD	C	After Bidding
	Structural Plans	CADD	C	After Bidding
	Mechanical Plans	CADD	C	After Bidding
	Electrical Plans	CADD	C	After Bidding
	Plumbing Plans	CADD	C	After Bidding
	Fire Protection Plans	CADD	C	After Bidding
	Drawings	PDF	C	After Bidding
	Project Manual	PDF	C	After Bidding

The undersigned Recipient agrees to all of the above-stated terms and conditions without exception and hereby requests the indicated Electronic Files for the Project named above:

Recipient (Name of entity):

Name of authorized Recipient representative:

Title of authorized Recipient representative:

Signature of authorized Recipient representative: \_\_\_\_\_

Date: