



**ELECTRONIC DOCUMENT TRANSFER AGREEMENT**

|  |  |                           |  |
|--|--|---------------------------|--|
| <b>DATE:</b>                                   |  | <b>PROJECT #:</b>         |  |
| <b>PROJECT NAME</b>                            |  | <b>CLIENT / LOCATION</b>  |  |
| <b>COMPANY REQUESTING AND RECEIVING FILES:</b> |  | <b>PERSON REQUESTING:</b> |  |
| <b>DESCRIPTION OF FILES:</b>                   |  | <b>REASON FOR FILES:</b>  |  |

1. The requested electronic file(s) (the "Files") remain the property of and are owned by CPL.
2. The Files are not Contract Documents. The use of the Files to alter or revise the scope of work is not permitted.
3. CPL makes no warranties or guarantees that the Files represent or reflect the complete scope of work and/or as-built condition, and CPL assumes no responsibility for data files supplied in electronic format. Such data is provided as a courtesy only.
4. The Company requesting the Files and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files.
5. Files in Revit/Building Information Model format: Unless express written consent of CPL is given through the implementation of a Project Building Information Modeling Protocol Form (AIA® Document G202™ or similar); the information contained within the Files was compiled for the purposes of creating the contract documents and are graphic representations of approximate locations of materials. Therefore, information contained within these files should not be assumed to be accurate and users of the Files accept full responsibility for verifying the accuracy and completeness of the Files with field conditions and the contract documents.
6. Shop drawings shall not be based on reproduction of the contract documents or standard printed data. This includes reproductions of the Files, unless express written consent is given of CPL through the implementation of a Project Building Information Modeling Protocol Form.
7. The Company requesting the Files agrees to defend, indemnify and hold harmless CPL, its officers, employees, consultants, and agents from any claims or damages arising from the use of the Files.
8. In the event that any of the Files contain electronic copies of drawings with permits or professional seals, the Company requesting the Files shall immediately notify CPL and destroy such Files.
9. No use shall be made of the Files for any purpose other than that for which they were originally intended without the express written consent of CPL.
10. No retransmission of the Files in any form to third parties is permitted unless authorized in writing by CPL.

Having read and understood the terms set forth in paragraphs 1-10 above, and in consideration of CPL providing electronic files, the undersigned agrees to be bound by these terms.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

The requested electronic files will only be released upon CPL's receipt of a signed Electronic Document Transfer Agreement by a duly authorized representative of the company requesting and receiving the files. CPL reserves the right to deny any request for copies of electronic files.