



290 S. Castell Avenue, Ste 100  
New Braunfels, TX 78130  
TBPE-FIRM F-10961  
TBPLS FIRM 10153600

## Agreement for the Release of Digital AutoCAD Files

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by HMT Engineering and Surveying, Inc. (HMT), the undersigned covenants and agrees that all such drawings and data are instruments of service of HMT, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights. The electronic files summated by HMT to the undersigned are summated for an acceptance period of 30 days. Any defects the undersigned discovers during this period will be reported to HMT.

The undersigned further agrees not to use, or allow to be used by others, these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject as noted below. Any other use or reuse by the undersigned or by others, will be at the sole risk of the undersigned, and without liability or legal exposure to HMT. The undersigned agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against HMT, its offices, directors, employees, agents or sub consultants which may arise out of or in connection with the undersigned's use of the electronic files.

In addition, the undersigned agrees, to the fullest permitted by law to indemnify and hold HMT harmless from any damage, liability or cost, including reasonable attorneys' fees and coast of defense, arising out of or resulting from use of these electronic files.

These electronic files are not contract documents. Significant differences may exist between these electronic files and corresponding hard copy contract documents due to agenda, change orders and other revisions. HMT makes no representation regarding the accuracy or completeness of the electronic files received. In the event that a conflict arises between the signed contract documents prepared by HMT and electronic files, the signed contract documents shall govern. The undersigned is responsible for determining if any conflict exists. By use of these electronic files, the undersigned is not relieved of its duty to fully comply with contracted documents, including and without limitation, the need to check, confirm comply with contract documents, including and without limitation, the need to check, confirm and coordinate its work with that of other contracts for the project.

Under no circumstances shall transfer of the drawings and other instruments of the service on electronic media for use by the undersigned be deemed a sale by HMT and HMT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**All terms and conditions above are hereby agreed to and accepted in their entirety as a condition of receipt of the referenced CAD file(s).**

Project for which files are to be used is: Lonesome Dove Comm Unit 2

HMT Project # 470.001

HMT Project Manager: Eric S. Ply, P.E.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_