

# ELECTRONIC WORK PRODUCT RELEASE

{**Date**}

{Name and Address of Party  
Receiving files}

**Re:** *Agreement for Release of Electronic Files*  
*{Project #}*

Dear Sir or Madam:

CHA (“CHA” as used herein shall be deemed to include both CHA Consulting, Inc. and its affiliate Clough, Harbour & Associates LLP) will deliver designs on electronic media as requested by {Name of party receiving files}.

These files were generated using AutoCAD release [year of ACAD release], operating on a Windows XP Pro or Windows 7 PC. {Name of party receiving files} may, at its own risk, attempt to use the files on other systems and/or with other software packages by converting the .dwg files from AutoCAD to a neutral file that can be translated to be run by your system hardware and software. CHA, however, does not certify that the translation software will deliver a complete and compatible file for use on your system. Any verification of such adaptation by {Name of party receiving files} will entitle CHA to additional compensation at CHA’s current hourly rates for the personnel involved.

These AutoCAD files, and any information contained therein, are provided solely for the convenience of {Name of party receiving files}. {Name of party receiving files} acknowledges that the information contained in the AutoCAD files may differ from the Construction Documents in material respects. Delivery of the AutoCAD files to {Name of party receiving files} does not in any manner relieve {Name of party receiving files} from the requirements of the Contract Documents. Specifications developed by CHA for the project require that the work and coordinated shop drawings reflect actual field verified conditions for all equipment, utilities, ductwork, site elements and other items. Further, {Name of party receiving files} acknowledges that data stored on electronic media can deteriorate undetected or can be modified without CHA’s knowledge. Accordingly, {Name of party receiving files} agrees that CHA will not be held liable for the completeness or correctness of the AutoCAD files, and that {Name of party receiving files} may only justifiably rely upon the sealed drawings previously provided to CHA’s client for any purpose in connection with the project. As an example, and without limiting the generality of the foregoing, the AutoCAD files are not intended to be used for the detection of conflicts, preparation of shop drawings, development of quantity take offs, development of construction phasing schedules and models, construction cost estimates, construction of the project or any other uses other than as specifically described above.

Any use of the AutoCAD files for any purpose inconsistent with the foregoing, or any use of altered files or reuse of files for any purpose other than that for which they were prepared, without written authorization by CHA for the specific purpose intended, will be at the sole risk and full legal responsibility of {Name of party receiving files}, and CHA assumes no liability or legal responsibility for such uses. Furthermore, {Name of party receiving files} will, to the fullest extent permitted by law, indemnify and hold CHA harmless from any and all claims, suits, liability, demands, judgment, or costs arising out of or resulting from such use or reuse.

If you agree to the terms and conditions set forth above, please indicate such agreement by signing below and returning this letter to my attention. Upon receipt of a signed letter, we will provide you with the requested electronic files.

Very truly yours,

CHA

{Your Name}

I have the authority to execute this agreement on behalf of the  
**{Name of party receiving files}**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name

## Title

# Instructions for the Use of the AutoCAD Risk Letter

1. The AutoCAD Risk Letter is to be used when a contractor or other third party seeks to obtain CHA's electronic AutoCAD files (or where a client requests that electronic AutoCAD files be provided for use by a contractor or third party). Except for certain clients, CHA has no obligation to provide electronic files to anyone. If you have *any* questions, about releasing the files, please contact the Legal Department.
2. The Risk Letter is set forth below. Complete the letter by filling in the sections [bracketed] and in bold typeface. When the letter is complete, forward it to the party that wishes to receive the electronic files.
3. The Risk Letter must be signed by the contractor or third party and returned to you BEFORE the electronic files are given to that party. (If you give them the files without having the signed Risk Letter, it is very unlikely that a signed letter will ever be returned.)
4. A scanned copy of the signed letter is acceptable so long as it is legible.
5. One copy of the signed letter must be filed in the project correspondence file and one copy of the signed letter is to be forwarded to Michael Furgang for his master file.
6. If you have any questions or concerns, contact the Legal Department (for legal questions) or Michael Furgang or Doug Sullivan (for technical questions). If a contractor or third party has an issue with the language of the Risk Letter, please refer them to the Legal Department.

**Date**

**[Name and Address of Party  
Receiving files]**

**Re: Agreement for Release of Electronic Files  
Project # 056200**

Dear Sir or Madam:

CHA ("CHA" as used herein shall be deemed to include both CHA Consulting, Inc. and its affiliate Clough, Harbour & Associates, LLP) will deliver to [Name of party receiving files] (hereinafter referred to as "Recipient") designs on electronic media subject to the terms and conditions set forth herein.

These files were generated using AutoCAD release **[year of ACAD release]**, operating on a Windows computer. Recipient may, at its own risk, attempt to use the files on other systems and/or with other software packages by converting the .dwg files from AutoCAD to a neutral file that can be translated to be run by your system hardware and software. CHA, however, does not certify that the translation software will deliver a complete and compatible file for use on your system. Any verification of such adaptation by Recipient will entitle CHA to additional compensation at CHA's current hourly rates for the personnel involved.

These AutoCAD files, and any information contained therein, are provided solely for the convenience of Recipient. Recipient acknowledges that the information contained in the AutoCAD files may differ from the Construction Documents in material respects. Delivery of the AutoCAD files to Recipient does not in any manner relieve Recipient from the requirements of the Contract Documents. Specifications developed by CHA for the project require that the work and coordinated shop drawings reflect actual field verified conditions for all equipment, utilities, ductwork, site elements and other items. Further, Recipient acknowledges that data stored on electronic media can deteriorate undetected or can be modified without CHA's knowledge. Accordingly, Recipient agrees that CHA will not be held liable for the completeness or correctness of the AutoCAD files, *and that Recipient may only justifiably rely upon the sealed drawings previously provided to CHA's client for any purpose in connection with the project.* As an example, and without limiting the generality of the foregoing, the AutoCAD files are not intended to be used for the detection of conflicts, preparation of shop drawings, development of quantity take offs, development of construction phasing schedules and models, construction cost estimates, construction of the project or any other uses other than as specifically described above.

Any use of the AutoCAD files for any purpose inconsistent with the foregoing, or any use of altered files or reuse of files for any purpose other than that for which they were prepared, without written authorization by CHA for the specific purpose intended, will be at the sole risk and full legal responsibility of Recipient, and CHA assumes no liability or legal responsibility for such uses. Recipient also agrees not to forward the electronic files to any other party without the express written authorization of CHA. Furthermore, Recipient will, to the fullest extent permitted by law, indemnify and hold CHA harmless from

any and all claims, suits, liability, demands, judgment, or costs arising out of or resulting from such use or reuse.

If you agree to the terms and conditions set forth above, please indicate such agreement by signing below and returning this letter to my attention. Upon receipt of a signed letter, we will provide you with the requested electronic files.

Very truly yours,

**CHA**

I have the authority to execute this agreement on behalf of the

**[Name of party receiving files]**

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Signature

Date

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Print Name

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Title