

**CITY OF BISMARCK ENGINEERING DEPARTMENT
ELECTRONIC DATA REQUEST AND RELEASE FORM**

Recipient of Data:
(Completed by Recipient)

Name: _____
Title: _____
Company/Dept.: _____
Address: _____
City/State/Zip: _____
Project Number: _____
Date Requested: _____

Intended Use of Data:

Description of Data Requested:
(Completed by City)

Project Name: _____
Date Sent: _____
File Name: _____
Employee: _____

The City of Bismarck (Owner) is providing information solely for the use of the receiving party (Recipient) on the specific named project. Recipient shall not reuse, deliver, rent, sell, or provide this information to any other party. Owner has agreed to provide electronic data files subject to the following conditions and acknowledgements, to which Recipient accepts and agrees to be bound:

1. Recipient has requested electronic data files from Owner by filing this Electronic Data Request and Release Form.
2. The electronic data files are part of Owner's Instruments of Service used to produce construction documents and provided as a convenience to Recipient in connection with Recipient's responsibilities and obligations related to the Project. Owner shall not be construed to perform any services in connection with Recipient's use of the electronic data files provided and shall have no liability for any aspect of their use, and has no contractual relationship with Recipient in connection with their use, other than as set forth in the Agreement between Owner and Recipient.
3. The parties agree that the electronic data files are not, nor shall they be construed to be, a product or products. It is specifically agreed by Recipient that there are no warranties of any kind for such electronic data files or in the media in which they are contained, either expressed or implied, including any warranty of merchantability or warranty of fitness for a particular use. Any warranty of merchantability or warranty of fitness is expressly waived by Recipient.

4. It is understood by Recipient that the media in which any electronic data files are transmitted can deteriorate over time and under various conditions. In addition, any conversion of the format is solely the responsibility of Recipient. Recipient understands and agrees that the conversion of electronic data files from the format used by Owner to design the project to some other format may introduce errors or other inaccuracies. Recipient therefore agrees to confirm the accuracy of any converted electronic data files before using them. Recipient agrees to accept all responsibility for any errors or inaccuracies and to release Owner from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies. In addition, Recipient agrees to hold Owner harmless for any deviations in the data provided from that shown on the corresponding paper plans, and agrees that only the paper plans and the staking provided by Owner shall be regarded as the controlling data for the Project.

5. No guarantee is made that the electronic data systems used by Owner will be directly compatible with the electronic data systems used by Recipient. The electronic data files will be provided in their native format.

6. In addition, Recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its officers, directors, employees, and subconsultants against any and all damages, liabilities, claims, or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Owner or from any reuse of the electronic data files without the prior written consent of Owner.

IN WITNESS WHEREOF, the receiving party has executed this Release Form and agrees to the above terms and conditions.

Signature

Signed by (Print Name)

Company

Street Address

City, State, Zip