

ELECTRONIC FILE(S) TRANSFER AGREEMENT

At your request, WCT Associates, Inc. will provide electronic files for your convenience and use in the preparation of documents related to _____, subject to the following terms and conditions:

An **Electronic File(s) Transfer Fee** of \$60.00 for the first drawing/file and \$30.00 for each additional drawing/file will be required. This fee is payable in advance.

Files/sheets to be transmitted: _____

WCT Associates, Inc.'s electronic files are compatible with AutoCAD, Release 2010. WCT Associates, Inc. makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced software.

Data contained on these electronic files is part of WCT Associates, Inc.'s instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of documents pertaining to the referenced project. Any use by you or others, will be your sole risk and without liability or legal exposure to WCT Associates, Inc.. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WCT Associates, Inc., its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless WCT from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your 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 addenda, change orders or other revisions. WCT Associates, Inc. makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed Contract Documents prepared by WCT Associates, Inc. and Electronic Files, signed Contract Documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other Contractors for the project.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale of the file(s) by WCT Associates, Inc. and WCT Associates, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WCT Associates, Inc. be liable for any loss of profit or any consequential damages. Usage by any parties of the data contained in the electronic files released shall constitute agreement to these terms.

Please facsimile this completed form to (386) 265-4912. Once the fees have been paid, the file(s) will be transferred to the indicated e-mail address and a receipt will be returned by mail.

Transfer Fee Amount: \$ _____ Email Address: _____

Name & Address: _____

Payment Information: Credit Card Type: _____ CVV Code: _____

Credit Card Number: _____ Expiration Date: _____

Signature & Date: _____