



# Carter & Sloope

CONSULTING ENGINEERS

## Yonah Preserve Park Improvements- Phase I Electronic File Transfer User Indemnification

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

Contact: \_\_\_\_\_

**Company:** \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**RE: Electronic File Transfer, User and Indemnification Agreement for White County Board of Commissioners, Yonah Preserve Park Improvements- Phase I – Carter & Sloope, Inc. Project No. W6299.008.**

Carter & Sloope, Inc. is prepared to provide you with data files of certain Engineering data from time to time subject to your execution of this User and Indemnification Agreement. We reserve the right to evaluate each request based on our internal policy on data sharing.

The information we provide in any electronic file is the sole property of Carter & Sloope, Inc., and is transmitted for your convenience and is not part of the Contract Documents. Carter & Sloope, Inc. makes no warranties, express or implied, as to merchantability or suitability for any specific purpose, and assumes no responsibility for any damages the recipient may incur through its use or misuse. While we believe these data to be accurate at the time of retrieval, this media and its contents can easily be altered or corrupted either purposely or inadvertently through any number of sources.

The user of this data agrees to use the information for bid preparation and/or to field locate site improvements and the proposed utility facilities as shown on the construction drawings. All layout shall be accomplished by a Georgia registered Land Surveyor using the layout information shown on the construction drawings. The Contractor and Contractor's Surveyor shall verify that the digital file information matches the Contract Documents.

The user understands that the digital file may not be updated to include pre-bid addendums that may affect the project. It is the Contractor's responsibility to determine and implement changes and modifications issued by addendum, if applicable.

It is the recipient's responsibility to examine these data for virus contamination prior to use.

**For all of the above stated reasons, your company, by accepting delivery of these data hereby agrees to indemnify, defend, and hold harmless Carter & Sloope, Inc., their officers, directors and associates from any and all liability that may arise or result from the use of this information by your firm, employees, agents, contractors or sub-contractors.**

If the above is satisfactory to you, please sign the acceptance provided below and return a copy to this office. To expedite delivery of the first data files, you may scan or fax this acceptance to us. If you have any questions or comments, please do not hesitate to contact us.

Please indicate the preferred file type/version of data: \_\_\_\_\_

Accepted by \_\_\_\_\_, and intending to be legally bound:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title E-Mail Address

Please scan this signed agreement to [hcash@cartersloope.com](mailto:hcash@cartersloope.com), and mail the Original to the address on this letterhead.