

REVIT FILE RELEASE

Date:

Contractor Name

At your request, ENFRA TME, LLC will provide an electronic Revit Model for your convenience related to the University of Arkansas Heating Plant Air Handler Unit, ENFRA TME, LLC. Project #04-20-0029, subject to the following terms and conditions.

ENFRA TME, LLC electronic Revit (.rvt) files are compatible with latest Autodesk Release: Revit MEP (2019). ENFRA TME makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

These electronic Revit 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. ENFRA TME, LLC 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 ENFRA TME, LLC and electronic files, the 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 limitations, 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.

In consideration of ENFRA TME, LLC providing a copy of the Revit electronic files, the General Contractor agrees to the following:

1. 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 ENFRA TME, LLC, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic Revit files.
2. You shall, to the fullest extent permitted by law, indemnify and hold harmless ENFRA TME, LLC from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
3. You agree to defend, indemnify, and hold the Owner, Architect/Engineer, and Contractor harmless in connection with any defects contained in the electronic Revit files and any claims arising out of the use of the electronic Revit files.
4. You acknowledge the electronic Revit files shall not replace or supersede the record hardcopy set of the drawings and other Contract Documents ("Paper Documents"). In the event of a conflict between the Paper Documents and the electronic Revit files, the Paper Documents shall govern. The General Contractor shall be deemed to have used the Paper Documents in performing its work.
5. You agree use the Electronic Revit Files for coordination and informational purposes and agree to make no modifications to the ENFRA TME, LLC electronic Revit files and shall return all copies of the Electronic Files, if requested. You shall not use or attempt to use the electronic Revit files or Revit Content for any other project or any purpose other than in connection with the Project.
6. You acknowledge that the Data contained on these electronic Revit files is part of ENFRA TME's intellectual property and shall not be used by you or anyone receiving this data through or from you for any purpose other than the collaborative effort for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to ENFRA TME, LLC.

Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, ENFRA TME, LLC reserves the right to remove all indication of its ownership and/or involvement from each electronic display.

ENFRA TME, LLC will furnish the General Contractor electronic Revit Model for coordination purposes for an administrative fee of \$100.00.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by ENFRA TME, LLC, and ENFRA TME, LLC makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall ENFRA TME, LLC be liable for any loss of profit or any consequential damages.

ENFRA TME, LLC – Project Manager

Contractor Name