

DEPARTMENT OF FACILITIES & OPERATIONS PLANNING, DESIGN & CONSTRUCTION

BUILDING INFORMATION REQUEST FORM NAME: **DEPARTMENT / COMPANY:** DATE: PHONE: **EMAIL: DRAWING REQUEST BUILDING / LOCATION:** PROJECT: **DRAWINGS REQUESTED:** FILE FORMAT (IF AVAILABLE): PDF AutoCAD (DWG)* Other **REASON FOR REQUEST:** SPECIAL REQUEST:

* Please note, a request for AutoCAD (DWG) files must be accompanied by a fully-executed Computer-Aided Design (CAD) Waiver.

AREA (SQUARE FOOTAGE) REQUEST		
BUILDING / LOCATION:		
PROJECT:		
AREA REQUESTED:		
REASON FOR REQUEST:		
SPECIAL REQUEST:		



DEPARTMENT OF FACILITIES & OPERATIONS PLANNING, DESIGN & CONSTRUCTION

COMPUTER-AIDED DESIGN (CAD) WAIVER

NAME:	
DEPARTMENT / COMPANY:	
DATE:	
PHONE:	
EMAIL:	
BUILDING / LOCATION:	
PROJECT:	
DRAWINGS REQUESTED:	

This CAD Waiver pertains to the Project and/or Building(s) listed above which are released for the limited, restricted use stated below:

- 1. The undersigned agrees to the terms of this CAD Waiver in consideration of and as a condition for receiving the CAD Plans for the subject Project and/or Building(s) in electronic form and for the right to make limited use of those Plans as specified and restricted herein.
- 2. The undersigned recipient of the above-described CAD Files [hereafter referred to as Recipient] acknowledges that anomalies and errors can be introduced into CAD Files when they are transferred or used in an incompatible computer environment. Recipient further acknowledges that differences can exist between the data in CAD Files and the information contained in hard copy Plans (which are the drawings, sketches, and other graphic materials contained within the above-mentioned plan set) printed from such CAD Files. Recipient's use of CAD Files will be solely at Recipient's risk.
- 3. The Recipient agrees to indemnify and hold harmless the University, its trustees, members, officers, agents, servants, employees, successors, and/or assigns from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury (including any resulting in death), damage to property, and/or other injury or damage arising out of or as a consequence resulting from the transfer or use of the CAD Files. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.
- 4. Recipient's use of the CAD Files is limited to the work specified above. Recipient agrees that the CAD Files will not be used for any other purpose. Recipient agrees not to reproduce, distribute, disclose, modify, transfer, or assign the CAD Files, except as specified in Paragraph 8, below.
- 5. The CAD Files represent instruments of professional service and shall remain the University's property. University shall be deemed the owner of the CAD Files and shall retain all proprietary rights, including copyrights, embodied therein. The University provides the CAD Files "as is" and makes no representations or warranties, express or implied, of merchantability, adequacy, completeness or sufficiency, or of any results intended to be achieved as to the use of the CAD Files.
- Any discrepancy between the electronic CAD Files and any hard copy Plans provided by the University shall be determined in favor of the hard copy Plans.
- 7. Recipient acknowledges that Title 34, Code of Alabama, Professions and Businesses, prohibits providing certain professional services, including, but not limited to, practicing engineering and conducting land surveys, without applicable professional licenses and further acknowledges that the Recipient shall not use any data obtained from the University to act in violation of Title 34, Code of Alabama, Professions and Businesses.

- 8. Recipient shall not transfer the CAD Files, any derivative of the CAD Files, or any copy of the CAD Files in any form to a third party without obtaining prior written consent of the University. The Recipient acknowledges that, in the event that the University consents to any such transfer, said transfer shall be subject to the same restrictions as stated herein. If the Recipient fails to perform or observe any of the terms hereunder, the University may terminate Recipient's use of the CAD Files, among other remedies.
- 9. This CAD Waiver shall be governed by the laws of the State of Alabama.

By signing this CAD Waiver, I acknowledge that I have completely read and fully understand the above provisions and agree to be bound by them.

DATE:	RECIPIENT SIGNATURE: