

Agreement Between Client and Engineer For Release of Electronic/Digital Information

THIS AGREEMENT made this _____ day of _____, 200____, between _____, hereinafter known as CLIENT, and B. & A. Engineers, Inc., an Idaho Corporation of Boise, Idaho, hereinafter known as ENGINEER;

Witnesseth:

WHEREAS CLIENT has engaged the services of ENGINEER to perform professional services that at this time may or may not be completed for:

_____, hereinafter known as PROJECT;

CLIENT wishes to use electronic or digital information (hereinafter known as INFORMATION) prepared and owned by ENGINEER for the PROJECT for uses beyond the scope of services being performed by ENGINEER;

INFORMATION is specifically comprised of: _____ ;

ENGINEER agrees to provide such INFORMATION on a suitable digital media for the restricted use of CLIENT. ENGINEER may, at its discretion, remove data from the INFORMATION or provide a format that may not have a physical appearance identical to printed and signed original documents;

CLIENT understands that the originals of the INFORMATION is the printed, paper versions that are, if required by Idaho law, signed and sealed by the professional who is in responsible charge of the PROJECT;

CLIENT understands that ENGINEER has prepared the INFORMATION from a variety of sources of base data that may only contain accurate data for the purposes necessary for ENGINEER to perform the required professional services. Said data may not be adequate or accurate for use by others. CLIENT further understands that the ENGINEER will have no control over the content of the digital information once it is provided to CLIENT. CLIENT agrees to hold ENGINEER harmless of any liability from the use of the information. CLIENT further agrees to indemnify ENGINEER from any claim or liability from the use of INFORMATION by CLIENT or any person, corporation or entity receiving the information. Any user of the INFORMATION is responsible to check and verify that data, elevations, locations, etceteras in the INFORMATION is accurate and acceptable for the purposes intended by the user;

CLIENT agrees that the ENGINEER owns INFORMATION. Should the CLIENT provide any of the INFORMATION to a person, corporation or entity, CLIENT agrees to notify ENGINEER in writing within twenty-four (24) hours of delivery of the INFORMATION to whom the INFORMATION is provided. Such notice is authorization for ENGINEER to answer inquiries about the INFORMATION from the recipient of the INFORMATION;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

By: _____
Name
Title: _____

ENGINEER:

B. & A. Engineers, Inc.
5505 West Franklin Road
Boise, Idaho 83705

By: _____
Joseph D. Canning
President