

Electronic Data Transfer Agreement
Between
Design-Build Entity and Walker Parking Consultants

ELECTRONIC DATA TRANSFER AGREEMENT

This electronic data transfer agreement (“**EDTA**”) is dated TBD and is between [Design-Build Team] located at [Contractor's Address] (“**Recipient**”) and Walker Parking Consultants located at 135 Main St, San Francisco, CA 94105 (“Walker”) and is effective from the earlier of date of this EDTA or the date of first exchange of Electronic Data (as defined below) between Walker and Recipient. Walker and Recipient are referred to individually as “Party” and collectively as “Parties.”

The Parties agree as follows:

1.0 ELECTRONIC DATA

1.1 “**Electronic Data**” refers to all drawings, specifications, calculations, models, designs and other information stored in editable digital form and includes, without limitation, computer-aided design and building information modeling.

2.0 PURPOSE

2.1 All Electronic Data transferred from Walker to Recipient is intended for use solely in connection with the planning, design, construction, maintenance and/or use of the following “**Project**.”

- **City of Santa Clarita Parking Structure – Old Town Newhall**

3.0 RIGHTS

3.1 Recipient acknowledges that the Electronic Data is provided for Recipient’s convenience and may be used solely for the purpose stated above. No other right (including copyright) is conveyed by transfer of the Electronic Data. Walker retains all common law and statutory rights (including copyrights) in the Electronic Data to the extent such rights are retainable by Walker.

4.0 CONDITION OF ELECTRONIC DATA

4.1 All Electronic Data is furnished in the format in which it is commonly stored and used by Walker. Recipient understands that the transmission and/or conversion of Electronic Data from the system and format used by Walker to an alternative system or format may result in the introduction of inconsistencies, anomalies and errors. Because of the possibility that Electronic Data may be easily altered, whether inadvertently or otherwise, Walker reserves the right to retain the originals of all Electronic Data in electronic form and/or hard copy. Recipient acknowledges the hard copy and/or electronic originals of Electronic Data retained by Walker govern in the event of any inconsistency between information delivered to Recipient and such originals retained by Walker. Walker has no obligation to inform Recipient about changes in the Electronic Data or to correct, update, enhance or maintain the Electronic Data for Recipient. RECIPIENT ACCEPTS THE ELECTRONIC DATA “AS-IS,” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THE ELECTRONIC DATA IS COMPLETE, TECHNICALLY ACCURATE, FREE OF DEFECTS, AND/OR FIT FOR USE AS INTENDED BY RECIPIENT. Recipient warrants that it is not relying on any contrary representation from Walker.

5.0 RELEASE

5.1 Recipient acknowledges that any alteration or modification of the Electronic Data may result in adverse consequences that Walker can neither predict nor control. Recipient waives and forever discharges Walker, (including its officers, directors, employees and related entities) from every kind of claim, demand and cause of action to recover every kind of damage, cost, expense, fee and other loss resulting from: (i) the transfer of Electronic Data by any means; (ii) the use, modification or misuse of the Electronic Data by or through Recipient (including, without limitation, creating derivative works based on the Electronic Data); (iii) the decline of accuracy or readability of the Electronic Data; (iv) the incompatibility of the Electronic Data with Recipient’s software and/or hardware; and/or (vii) any error, discrepancy, inaccuracy, variation or other defect in the Electronic Data.

6.0 CONFIDENTIAL INFORMATION

6.1 The Electronic Data together with all information, discussions and communications related to the Electronic Data, the Project and this EDTA are confidential (“**Confidential Information**”). Recipient has a duty to maintain in strict confidence all Confidential Information and to not discuss, disclose or divulge Confidential Information to any third parties without written authorization from Walker or Client. In the event disclosure of Confidential Information is required by law, Recipient shall provide Walker with prior written notice of such event. Such notice shall be received in sufficient time to enable Walker to seek a protective order or other protective arrangement permitted by law.

7.0 MISCELLANEOUS

- 7.1 Mutually Binding. The Parties, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this EDTA and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this EDTA. Neither Party may assign this EDTA without the written consent of the other.
- 7.2 Severability. If any provision or part of a provision of this EDTA is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of this EDTA, which remain in full force and effect as if the unenforceable provision or part were deleted.
- 7.3 No Waiver. The failure of either Party to insist, in any one or more instances, on the performance of any obligation or right under this EDTA does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.
- 7.4 Notices & Representatives. Notices are sufficient if in writing and delivered by hand, email or by regular mail to the authorized representative of the other Party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this EDTA are the Parties' authorized representative for all purposes.
- 7.5 Counterparts. This EDTA may be executed simultaneously in two or more counterparts, each of which is deemed an original. When proving this EDTA, it is only necessary to produce the counterpart signed by the party against whom such proof is presented.

This Agreement is accepted for:

WALKER PARKING CONSULTANTS:

RECIPIENT:

By: _____
(Signature)

(Printed Name and Title)

(Address)

(Telephone)

(Facsimile)

(Email)

By: _____
(Signature)

(Printed Name and Title)

(Address)

(Telephone)

(Facsimile)

(Email)