

CADD Plan Files Disclaimer and Limitation of Liability Agreement

The Tennessee Department of Transportation (TDOT) is committed to providing electronic access to files. TDOT does not possess a staff that is available to provide technical support to outside parties who receive CADD files. It is important, therefore, that all potential users of these files read the following disclaimer and accept its terms as prerequisite to the use of the files.

1. TDOT makes no warranty of any kind, express or implied, with respect to the file(s) subject to this agreement, and specifically makes no warranty that said file(s) shall be fit for any particular purpose. Furthermore, any description of said file(s) shall not be deemed to create an express warranty that such file(s) shall conform to said description.
2. Receiver assumes all risk and liability for any losses, damages, claims or expenses resulting from the use or possession of any file(s) furnished by TDOT pursuant to this agreement.
3. Receiver agrees to indemnify, defend and hold harmless to the extent permitted by law TDOT, its officers, agents, and employees from and against any and all claims, suits, losses, damages and costs, including reasonable attorney's fees, arising from or by reason of receiver's use or possession with respect to any of the file(s) furnished by TDOT pursuant to this agreement, and such indemnification shall survive acceptance of said file(s) by receiver.
4. All design files are MicroStation™/OpenRoads Designer™ drawing files (*.dgn). Receiver agrees that TDOT cannot provide the files in other file formats, and agrees to accept the file(s) in the format provided. Receiver agrees that TDOT cannot be held responsible for problems arising from files which have been converted for use in non-native applications (e.g. MicroStation/OpenRoads Designer design files to Autocad).
5. Since revisions or additions to the design file(s) may occur at any time, the receiver agrees to indemnify, defend and hold harmless to the extent permitted by law TDOT, its officers, agents, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated design files, and such indemnification shall survive acceptance of said file(s) by receiver.
6. The design files are copyrighted by the Tennessee Department of Transportation and may not be resold.
7. These terms and conditions constitute the complete and final agreement of the parties hereto.

The undersigned is authorized by _____
to execute this agreement on its behalf. (Firm/Agency)

I accept the aforementioned terms and conditions.

Project: _____

File(s): _____

Signature (Receiver)

Firm /Agency

Date