

AGREEMENT FOR TRANSFER OF ELECTRONIC FILES

Project Name: **Cherokee Co. Sheriff's Office: Special Operations**

Project Number: **120021.00**

Location: **Canton, Georgia**

Lyman Davidson Dooley, Inc. agrees to transfer, via **email**, the electronic files of the background files for the electrical sheets to the party noted below for subject Project to _____ (**the Vendor**), hereinafter referred to as the **Vendor** subject to the following conditions:

1. The **Vendor** on this Project understands that the files provided by Lyman Davidson Dooley, Inc. may not entirely represent the existing conditions of the Project. These files being transferred to them can in no way be construed as "as-built" documents.
2. By accepting these files, the **Vendor** shall agree to indemnify and hold harmless from all claims, losses, expenses, fees including attorneys fees, costs, and judgements that may be asserted against Lyman Davidson Dooley, Inc. that arise from the use of these files,
3. The **Vendor** agrees that these files shall not be used for any other project or use not pertaining to the Project for which they are issued.
4. This Agreement shall be governed by the laws of the State of Georgia.
5. Within approximately three working days of receipt of the original executed Agreement and payment in the amount of **\$0 per file**, the drawing files with LDD title block removed will be forwarded to the **Vendor**.

Lyman Davidson Dooley, Inc.

Vendor's Authorized Representative

(sign)_____

Name: Patrick Whalen

Name: _____

Title: Project Manager

Title: _____

Date: April 28, 2023

Date: _____

Instructions for Execution:

- A. *If the firm is a partnership, all members of the partnership must execute.*
- B. *If the firm is a corporation, the president must sign, the secretary must attest, and the seal of the corporation must be affixed.*
- C. *If the firm is a sole proprietorship, the proprietor must execute.*
- D. *Return one (1) copy of the original to Lyman Davidson Dooley, Inc. with payment.*