SHIVE\HATTERY

ELECTRONIC FILE TRANSMITTAL

S-H PROJECT NO.:	n/a	**DATE:**	July 12, 2010
TO (Client & Contact):	Matt Koschak	**FROM:**	GJS
PROJECT NAME:	Davenport Community School District		
DRAWING SCALE:		**HARDWARE:**	
SOFTWARE: ESRI		**Version:**	
OPERATING:		**Version:**	
COMPRESSION:		**NO. OF DISKS:**	

FILE NAME / EXTENSION	DATE
Elementary_2005.zip	07/12/10
High.zip	07/12/10

TERMS AND CONDITIONS FOR USE:

1. **Definitions:** *"S-H"* shall mean Shive-Hattery, Inc. *"Client"* shall mean the person or entity that has executed an Agreement with S-H for services resulting in this electronic file. *"Other Party"* shall mean any person or entity other than S-H or Client.

2. Where these electronic files are provided *under the terms and conditions of a contract* and such contract terms and conditions conflict with these terms and conditions, then the contract terms and conditions shall prevail.

3. In the event these electronic files are provided as a project deliverable to a Client of S-H:
   a. The electronic files are submitted to the Client for a 30-day Acceptance Period. During this period, the Client may review and examine these files; any errors detected during this time will be corrected by S-H as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and material basis at S-H's current standard fee schedule.
   b. Because data stored on electronic media can deteriorate undetected or can be modified without S-H's knowledge, the Client agrees that S-H will not be held liable for the completeness or correctness of the electronic media after an acceptance period of 30 days after delivery of the electronic files.

4. Any use or reuse of original or altered electronic files by the Client or Other Party without written verification or CAD adaptation for the specific purpose intended by S-H, will be at the Client's or Other Party's risk and full legal responsibility. Furthermore, the Client or Other Party will, to the fullest extent permitted by law, indemnify and hold S-H harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by the Client will entitle S-H to additional compensation at S-H's current standard fee schedule.

5. S-H makes no warranty as to the compatibility of these files with other hardware or software.

6. These electronic files were prepared by S-H and are instruments of S-H's service for use solely with respect to this project and S-H shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.