

**RECIPIENT'S INDEMNIFICATION CLAUSE**

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**RECIPIENT'S INDEMNIFICATION CLAUSE**

**Project Number:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

I, the "Recipient" of Department of Transportation Airport Division's Instruments of Service for the above-referenced project, agree to the following:

**Instruments of Service**

The Recipient acknowledges that Drawings, Specifications and other documents, including electronic data (Computer-Aided Design and Drafting ("CADD") files), received from Department of Transportation Airport Division ("DOTA") for this Project are for use solely with respect to this Project. DOTA makes no warranties, either express or implied, of merchantability and fitness of DOTA's Instruments of Service for any particular purpose. DOTA's Instruments of Service shall not be used by the Recipient or others on other projects.

In no event shall DOTA be liable for indirect or consequential damages as a result of the use, reuse or modification of DOTA's Instruments of Service by the Recipient or any person or entity that acquires or obtains DOTA's Instruments of Service from or through the Recipient.

Recipient acknowledges and agrees that there are assumptions/constraints to the Computer Aided Design (CAD) base maps files provided by the STATE as follows:

- 1) The extent of the coordinate system change from Old Hawaiian Datum (OHD) to North American Datum of 1983 High Accuracy Reference Network (NAD 83 HARN) is limited to coordinates on three designated physical points as noted on the CAD base files notes. Each Consultant who uses the base maps shall be solely responsible to verify all coordinates and existing field conditions.

**Limits of Use**

Because the CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, DOTA reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession.

Recipient shall retain copies of DOTA's Instruments of Service for information only. Said materials shall not be used by Recipient, or transferred to any other party for use in other projects, additions to the current project, or any other purpose for which the material was not intended.

Recipient is aware that differences may exist between these CADD/electronic files delivered and the printed hard copies of the Instruments of Service or existing conditions. DOTA makes no representation regarding the accuracy or completeness of the CADD files that Recipient receives. In the event that a conflict arises between the CADD file and the signed, sealed or stamped hard copies, the signed, sealed or stamped hard copies shall govern.

Furthermore, Recipient agrees that Recipient is solely responsible for determining if any conflict exists. Under no circumstances shall the Recipient who received DOTA's CADD base maps and then uses it, be relieved of its own duty to fully comply with the contract documents, including, and without

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limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate its own work with that of other contractors/consultants for the project.

Recipient agrees to make no claim and hereby waives any and all claims against DOTA and agrees to defend, indemnify and hold DOTA harmless from and against any and all claims, injuries, losses, liabilities, expenses, damages, attorney's fees and defense cost arising out of or relating to (a) any modification, re-use and/or any other unauthorized use of DOTA's Instruments of Service by Recipient or any person or entity that acquires or obtains DOTA's Instruments of Service from or through the Recipient, and (b) any differences that may exist between the CADD/electronic files and the printed hard copies of the Instruments of Service, including construction documents.

**I, hereby represent that I have the authority to enter into this Recipient's Indemnification Clause on behalf of \_\_\_\_\_ . I clearly understand and agree to the above terms and conditions of this Indemnification clause.**

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

Its:

\_\_\_\_\_  
DATE

Description of material(s) received: