

Engineers Joint Contract Documents Committee Design and Construction Related Documents

Instructions

Engineers Joint Contract Documents Committee (“EJCDC”) is a consortium consisting of the American Society of Civil Engineers, the National Society of Professional Engineers, and the American Council of Engineering Council (collectively, the “Member Associations”). As used in this Instructions and License Agreement, the term “EJCDC” shall be understood to include the Member Associations and their respective officers, directors, affiliates, employees, members, representatives, and agents.

Before you use any EJCDC document:

Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

1. **THIS AGREEMENT** between the American Society of Civil Engineers (“ASCE”) and you (“You” or “User”) grants you limited, non-exclusive rights to use EJCDC Design and Construction Related Documents in accordance with the terms and conditions set forth in this License. This agreement will become effective upon electronic submission by the User and execution by ASCE.

The Engineers Joint Contract Documents Committee (“EJCDC”) provides EJCDC Design and Construction Related Documents and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from EJCDC Design and Construction Related Documents.

You acknowledge that you understand that the text of the contract documents of EJCDC Design and Construction Related Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You further acknowledge that EJCDC documents are protected by the copyright laws of the United States.

2. **Permitted Uses.** You have a limited nonexclusive license to:

(a) Use EJCDC Design and Construction Related Documents on any number of free-standing workstations owned, leased or rented by your company or organization or on your company or organization's local network system, provided that such free-standing workstation or workstations or local network system is utilized in one company or organization office only. Use of EJCDC Design and Construction Related Documents at multiple company or organization office locations requires purchase of additional licenses.

(b) Use EJCDC Design and Construction Related Documents in printed form for bona fide contract documents.

(c) Copy EJCDC Design and Construction Related Documents into any machine readable or printed form for backup or modification purposes in support of your use of EJCDC Design and Construction Related Documents.

3. **User Responsibilities.** You agree that you will:

(a) Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in EJCDC Design and Construction Related Documents are and shall remain the property of EJCDC.

(b) Not modify any of the contract documents you generate from EJCDC Design and Construction Related Documents, unless (i) all additions and changes to, and deletions from, the text are clearly shown, or (ii) you prominently display the following notice in the footer on each page of the contract document: "This document has been modified from its original form as an EJCDC document and the user did not highlight the modifications. You are encouraged to read the document carefully and consult Legal Counsel prior to its execution."

4. **Prohibitions on Certain Uses.** You may not use, copy, modify, or transfer EJCDC Design and Construction Related Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of EJCDC Design and Construction Related Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited.

If you transfer possession of any copy, modification or merged portion of EJCDC Design and Construction Related Documents to another party, your license is automatically terminated.

5. **Duration of Agreement.** The license is effective until terminated. You may terminate it at any time by destroying EJCDC Design and Construction Related Documents altogether with all copies, modifications and merged portions in any form. It will also terminate twelve (12) months after release of the next version of the EJCDC document; upon conditions set forth elsewhere in this Agreement, or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy EJCDC Design and Construction Related Documents along with all copies, modifications and merged portions in any form.

6. **Limited Warranty.** EJCDC warrants the CDs on which EJCDC Design and Construction Related Documents is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in EJCDC Design and Construction Related Documents will meet your requirements or that the operation of EJCDC Design and Construction Related Documents will be uninterrupted or error free.

7. **Limitations of Remedies.** EJCDC's entire liability and your exclusive remedy shall be:

(a) the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

(b) if EJCDC's selling agent is unable to deliver a replacement file or CD which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EJCDC Design and Construction Related Documents even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. **Indemnification.** To the fullest extent available at law, EJCDC shall have no liability for, and you shall defend, indemnify and hold EJCDC harmless from and against, any claim, loss, demand, liability, obligation and expenses (including reasonable attorneys' fees) based upon or arising out of any injury or damage, or any product liability claim, including but not limited to, any personal or bodily injury or property damage, arising out of, pertaining to, or resulting in any way from, the use or possession of any of the EJCDC Design and Construction Related Documents by you and/or any of your directors, officers, employees, representatives, agents or contractors.
9. **General.** You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Marketing Director, Publications
American Society of Civil Engineers
1801 Alexander Bell Drive
Reston, VA 20191
e-mail: marketing@asce.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.