



PORT OF OAKLAND

(Date)

From: _____
[Company Name]

[Company Address]

To: Chief Engineer
Port of Oakland
530 Water Street
Oakland, CA 94607

Re: CAD/GIS Waiver for the following Plans:
Rental Car Center Leasable Area Map
released for limited use, restricted to the following work:
Preparation of a bid for Request for Bids – Non Exclusive Rental Car Concession

The undersigned, hereafter referred to as **Recipient**, agrees to the terms of this CAD/GIS Waiver as a condition for receiving information from the Port of Oakland in electronic or paper form.

1. Recipient acknowledges and agrees that its use of CAD and/or GIS Files will be solely at Recipient's risk and acknowledges that anomalies and errors can be introduced into CAD and/or GIS Files when they are transferred or used in an incompatible computer environment. Recipient further acknowledges that differences can exist between the data in CAD and/or GIS Files and the information contained in hard copy Plans (which are the drawings, sketches, and other graphic materials contained within the above-mentioned plan set) printed from such CAD and/or GIS Files. Recipient hereby releases the City of Oakland, a municipal Corporation, acting by and through its Board of Port Commissioners (the Port), and the Architect/Engineer as designated in the Contract Documents of the subject Project, from any damages or losses of any kind, including, but not limited to, damages or losses to property or persons (including death), economic losses, delays, contract cost increases, and any consequential, special, indirect or incidental damages, resulting from the transfer or use of the CAD and/or GIS Files, except for damages or losses caused by the Port's sole negligence or willful misconduct.
2. Recipient's use of the CAD and/or GIS Files is limited to the work specified above. Recipient agrees that the CAD and/or GIS Files will not be used for any other purpose. Recipient agrees not to reproduce, distribute, disclose, modify, transfer, or assign the CAD and/or GIS Files, except as specified in Paragraph 7, below.
3. The CAD and/or GIS Files represent instruments of professional service and shall remain the Port's property. Port shall be deemed the owner of the CAD and/or GIS Files and shall retain all proprietary rights, including copyrights, embodied therein. The Architect/Engineer remains

