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E L E C T R O N I C F I L E T R A N S F E R R E L E A S E

DATE: October 12, 2026

TO:

FROM: Adam Racette, JVA

PROJECT: City of Grand Junction 2026 Water Main Improvements

Re: Release for use of JVA, Incorporated (JVA) electronic documents

1. The Recipient has requested the right to use JVA's electronic documents, hereinafter known as the Data File. Note that the Data File is not the same as the Contract Documents (printed, stamped, and signed drawings issued for construction).
2. The Data File is issued for general information at the convenience of the Recipient and user. The Data File is not intended to replace the printed Contract Documents and shall not to be used for the bidding or estimating. User must determine the suitability of the Date File for their use. The Data File may be used only in connection with the project for which it was originally created by JVA.
3. References to the Architect and JVA will be deleted from title blocks in the Data File.
4. JVA assumes no responsibilities in assisting the Recipient in using the Data File.
5. The Recipient acknowledges and understands that the use of this Data File poses certain risks, including, but not limited to, inaccurate information due to anomalies in transcription and damage to electronic media. JVA makes no representations, warranties or guarantees either express or implied, as to the accuracy or completeness of this Data File. JVA has taken reasonable precautions in the preparation of this material and medium, but does not warrant it to be free of viruses or other corruption. The use of this Data File shall be at the Recipient's sole risk.
6. In consideration of the right to use this Data File, the Recipient agrees to indemnify, defend and hold JVA harmless from and against any and all claims, expenses, including reasonable attorney's fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms of any other legal entity on account of any damage to property or persons, including death, arising out of the use of this Data File, unless JVA is found to be liable as between any persons, firms, or legal entities for such damages or losses by a court or forum of competent jurisdiction.
7. Under no circumstances shall the transfer of this Data File be deemed a sale by JVA, and JVA makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.
8. Under no circumstances shall the Data File be sold or transferred to any third party for any use without the express written permission of JVA.
9. By signing below, Recipient agrees to above conditions. Please sign one copy of this and return to our office. When signed release document is received, the Data File will be sent.

Recipient's Signature _____

Title _____ **Date** _____