

Concho Valley Plan Room User Agreement

Use of the Concho Valley Plan Room and the Concho Valley Plan Room website constitutes agreement to abide by the terms and conditions as set forth by Concho Valley Plan Room. The plan room and website contains information about construction jobs that would be of interest to plan room members and subscribers of the plan room only.

The use of the Concho Valley Plan Room, plan room letter, and website is **explicitly** for its members, subscribers, and **their direct employees**. Each member and subscriber will be given a username and password provided by the Concho Valley Plan Room for use in accessing the website. The plan room, plan room letter, and website may not be used or accessed by any other person or entity, including but not limited to, employees of any entity which is not wholly-owned by the member or subscriber. In addition, the plan room, plan room letter, and website may not be used or be permitted to be used in any manner that is competitive with the Concho Valley Plan Room.

The member and subscriber is not permitted to copy, modify, alter, sell, transfer, license, assign, publish, distribute, disseminate, allow access to or convey any portion of the Concho Valley Plan Room materials or website without written permission from the Concho Valley Plan Room staff. The member and subscriber acknowledge that the Concho Valley Plan Room, plan room letter, and website is prepared and maintained by Concho Valley Plan Room staff and its webmaster at the expense of substantial time, effort and money. The member and subscriber agree to have Concho Valley Plan Room print any and all copies required by the member and subscriber except in cases where the member and subscriber have their own printing capabilities on their company's premises. The member and subscriber shall keep any usernames and passwords confidential and shall not disclose usernames or passwords to anyone not an employee of the member or subscriber.

Concho Valley Plan Room reserves the right to admit, limit, or deny access to the Concho Valley Plan Room, plan room letter, and website. Membership and subscriptions may be denied at anytime for any reason. Any member or subscriber who makes use of the Concho Valley Plan Room, plan room letter, and website for improper purposes will have their entire company's membership permanently revoked. Access will be denied to anyone who uses obscene, abrasive or otherwise illicit language on this website. Access will be denied to anyone who uses obscene, abrasive or otherwise illicit language to any contacts accessible from and through this website.

Concho Valley Plan Room reserves the right to monitor all information stored in any files, programs, and messages. Concho Valley Plan Room reserves the right to delete or edit any file, program or message that contains, at the sole discretion of the Concho Valley Plan Room, any obscene, abrasive, illicit or improper language or use of the plan room materials and website. The member and subscriber agrees to protect all copyright and other proprietary rights of Concho Valley Plan Room and/or its licensors in the website and to comply with reasonable written requests made by Concho Valley Plan Room to protect the Concho Valley Plan Room and its licensors' proprietary rights in the website. The documents in the plan room and website may contain copyrighted materials owned by other third parties, including architects, engineers or others. These copyrighted materials are protected under U.S. Copyright law, Title 17, United

States Code. Any reproduction, alteration or reuse of these materials without express written permission of the copyright owner is prohibited, except that an authorized member or subscriber may reproduce the documents for use in preparing bids or proposals pursuant to a request to bid on the project represented in the plans.

Disclaimer

Information in the Concho Valley Plan Room Letter and on the website is based on a gathering of the project specifications and addendums only; no plans have been reviewed. Every effort is made to ensure the accuracy of the information, but Concho Valley Plan Room offers no warranty, expressed or implied, of the accuracy of the information. To ensure information is accurate, it is the members and subscribers sole responsibility to review the plans and specs. Concho Valley Plan Room, their officers, employees, and webmaster will not be liable for any losses, including data, information, profits, or any damages that may be sustained or arise from the use, operation, or ability to use or operate the plan room, the plan room letter, or website. Users hereby release and hold harmless Concho Valley Plan Room, their officers, employees, and the webmaster from any and all claims arising from the use of the plan room, plan room letter, and website.

Tax Information

Dues paid to Concho Valley Plan Room are subject to 8.25% sales tax charge. Dues are not charitable contributions for Federal Income Tax purposes. Dues are deductible as a business expense. Other printed documents are taxable unless a tax exemption certificate is provided on a per job basis.

Planroom Rules

Concho Valley Plan Room is open Monday through Thursday, from 8:00am to 5:00pm. The plan room closes daily from 12:00noon to 1:00pm, Thanksgiving day, and the last two weeks of December. Reminders will be sent in advance.

A newsletter is provided and updated daily and is available via the website. We do not mail, email, or fax the newsletter. All new items, addendums, updates, and any changes are posted to the website immediately.

Plan Room membership gives you and your designated employees access to the plan room during normal working hours or 24/7 access on the website according to the membership plan you chose. Plans are checked out on a “first come – first serve” basis. Plans may be reserved for checkout in advance by calling or emailing Concho Valley Plan Room. Plans may be checked out of the plan room after 4:30pm. Plans must be returned by 8:30am the following business day. After 4:30pm, it may be necessary to give up plans to whomever has them reserved.

Plans and specs should not be marked on, disfigured, or disassembled. Copy machines and highlighters are available for making notes.

Payment and Termination

Dues are billed quarterly and are due by the 10th of the following month. All other charges will be billed at the end of the month and are due by the 10th of the following month. Membership Dues not paid by the 10th will cause the membership to be de-activated and the member and its subscribers will be restricted from using any of the facilities, website, or receiving updates until the account is brought current including a \$75.00 re-activation fee. All other invoices that are 30 days past due are subject to causing the membership to be de-activated and the member and its subscribers will be restricted from using the facility, website, or receiving updates until the account is brought current including a \$75.00 re-activation fee.