Consent of Surety to Reduction in or Partial Release of Retainage to Subcontractor
Design-Build Institute of America – Contract Documents
LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased, or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.

2. **User Responsibility.** 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 the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.

3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.

4. **Transfers.** You may not transfer possession of any copy, modification, or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.

5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.

6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed 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. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.

7. **Limitations of Remedies.** DBIA’s entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA’s "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA’s election, your money will be refunded. In no event will DBIA 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 DBIA Contract Documents even if DBIA 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. **Acknowledgement.** You acknowledge that you have read this agreement, understand it, and agree to be bound by its terms and conditions, and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.
CONSENT OF SURETY TO REDUCTION IN OR
PARTIAL RELEASE OF RETAINAGE
TO SUBCONTRACTOR

This form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America

PROJECT:
(Name and location)

TO DESIGN-BUILDER /OBLIGEE:
(Name and address)

SUBCONTRACTOR/PRINCIPAL:
(Name and address)

SURETY:
(Name and address)

SUBCONTRACT AGREEMENT DATED:

Copies To:
□ Design-Builder  □ Subcontractor
□ Surety  □ Other: ____________________

In accordance with the provisions of the Subcontract Agreement between the Design-Builder and
Subcontractor, the Surety on the bond(s) of Subcontractor hereby approves of the reduction in, or partial
release of, retainage to the Subcontractor. The Surety also agrees that such reduction in, or partial
release of, retainage to the Subcontractor shall not relieve the Surety of any of its obligations to Design-
Builder as set forth in the Surety's bond(s) for this Project.

In Witness Whereof, the Surety Company has hereunto set its hand on this ___ day of ____, 20_.

_____________________________________
Surety

_____________________________________
Signature of authorized representative

_____________________________________
Printed name

_____________________________________
Title

Attest:

______________________________________
(SEAL)

Caution: You should sign an original DBIA document which has this caution printed in blue. An
original assures that changes will not be obscured as may occur when documents are
reproduced.
The license for use of this document expires 1 year from the date of purchase. To renew your license, visit store.dbia.org.

Questions? We’re here to help.

Contact us

Design-Build Institute of America
1331 Pennsylvania Ave. NW, 4th Floor
Washington, DC 20004

(202) 682-0110
dbia@dbia.org