Consent of Surety to Final Payment
Design-Build Institute of America – Contract Documents
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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. 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 FINAL PAYMENT

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

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<thead>
<tr>
<th>PROJECT:</th>
<th>TO OWNER/OBLIGEE:</th>
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<td>(Name and address)</td>
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<th>SURETY:</th>
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<td>(Name and address)</td>
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<tr>
<th>DESIGN-BUILD AGREEMENT DATED:</th>
<th>Copies To:</th>
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<tr>
<td></td>
<td>□ Owner</td>
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<tr>
<td></td>
<td>□ Design-Builder</td>
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<td>□ Surety</td>
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<td>□ Other: ____________________</td>
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In accordance with the provisions of the Design-Build Agreement between the Owner and the Design-
Builder, the Surety on the bond(s) of Design-Builder hereby approves of the release of final payment to
the Design-Builder. The Surety also agrees that final payment to the Design-Builder shall not relieve the
Surety of any of its obligations to Owner 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)

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