

## PRIVATE UTILITY LOCATING SERVICE AGREEMENT – SUMMARY

This Agreement is between Smidink Solutions (“Locator”) and the undersigned Client for the provision of private underground utility locating services only in Ontario. Ontario One Call locates public utilities only. All markings indicate approximate locations and do not guarantee depth, size, or condition of utilities. The Client is responsible for safe excavation practices and compliance with Ontario law.

Payment Terms: 25% deposit prior to work, balance due upon completion. Prices exclude applicable taxes.

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Smidink Solutions: \_\_\_\_\_ Date: \_\_\_\_\_

Signing this page confirms acceptance of the full Terms & Conditions on the following pages.

## Scope of Services

Smidink Solutions provides **private underground utility locating services only**. Services may include locating private electrical, gas, water, sewer, drainage, and communication lines using industry-accepted locating methods and equipment.

This Agreement does **not** include:

- Public utility locating
  - Excavation, drilling, or ground disturbance
  - Engineering, surveying, or design services
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## Ontario One Call Requirement

The Client acknowledges that **Ontario One Call must be contacted prior to excavation**. Ontario One Call locates **public utilities only**. Private underground utilities remain the responsibility of the property owner or project owner under the **Ontario One Call Act, 2012**.

This Agreement is provided **in addition to**, and not as a replacement for, Ontario One Call requirements.

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## Locate Accuracy, Paint & Marking Limits

All locate markings indicate the **approximate location** of underground utilities only.

Locate paint, flags, or markings:

- Represent the best information available at the time of the locate
- Are subject to signal distortion, site conditions, soil type, depth, and access points
- May fade, shift, or be disturbed by weather, traffic, or construction activity

Exact depth, size, condition, or alignment of utilities is **not guaranteed**.

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## Limitations of Locating

Some utilities may be **unlocatable**, including but not limited to:

- Non-conductive utilities
- Abandoned or unknown lines
- Utilities without tracer wire
- Utilities beneath structures, pavement, or inaccessible areas

Smidink Solutions shall not be responsible for utilities that cannot be reasonably detected using standard locating methods.

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## Client Responsibilities

The Client agrees to:

- Clearly define excavation areas prior to service
- Provide safe, unobstructed access to the site
- Preserve locate markings until excavation is complete
- Ensure excavation follows safe digging practices and applicable laws

Any excavation outside the marked area or tolerance zone is performed **at the Client's risk**.

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## Compliance With Ontario Law & Industry Standards

Locating services are performed in accordance with:

- **Ontario One Call Act, 2012**
- **Applicable Ontario Damage Prevention Regulations**
- **Occupational Health and Safety Act (Ontario)**
- **ORCGA Best-Practice Guidelines**

The Client and/or excavator remains fully responsible for legal compliance during excavation.

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## Payment Terms

- **A 25% deposit is required prior to commencement of work**
- **The remaining balance is due immediately upon completion of services**, unless otherwise agreed in writing
- Services may be delayed or cancelled if the deposit is not received.

## Pricing & Taxes

All quoted prices are **exclusive of applicable taxes**.

**HST or any other legally required tax or government fee** will be added to the final invoice in accordance with Ontario law.

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## Cancellation, Access & Call-Out Fees

If services cannot be completed due to lack of access, unsafe conditions, or cancellation after arrival on site, the Client may be responsible for applicable call-out or service fees.

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## Liability Limitation

To the fullest extent permitted by Ontario law, Smidink Solutions' total liability for any claim shall be limited to the **amount paid for the locating service** giving rise to the claim.

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## Excluded & Consequential Damages

Smidink Solutions shall not be liable for indirect, incidental, or consequential damages, including project delays, loss of income, or loss of use.

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## Photo Documentation

Smidink Solutions may retain photographs or digital records of locate markings for quality control, documentation, and dispute resolution purposes.

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## Re-Locate Requirement

If markings fade, are disturbed, or if excavation does not commence within a reasonable period, a **re-locate may be required** and additional fees may apply.

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## **Late Payment**

Invoices not paid when due may be subject to interest at **2% per month (24% annually)** or the maximum rate permitted by Ontario law.

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## **Electronic Signatures**

Electronic signatures and scanned copies of this Agreement shall be deemed legally binding.

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## **Indemnification**

The Client agrees to indemnify and hold harmless Smidink Solutions from claims, damages, or losses arising from excavation, ground disturbance, or reliance on locate markings.

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## **Force Majeure**

Smidink Solutions shall not be responsible for delays or failure to perform due to circumstances beyond reasonable control, including weather, equipment failure, or access restrictions.

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## **Entire Agreement & Severability**

This Agreement represents the **entire agreement** between the parties. If any provision is found unenforceable, the remaining provisions shall remain in effect.

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## **Governing Law**

This Agreement shall be governed by the laws of the **Province of Ontario**.

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## **Acceptance**

By signing below, the Client acknowledges understanding and acceptance of this Agreement.