



# BC 1 CALL

## MEMBER'S AGREEMENT

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. (the “**Effective Date**”)

### BETWEEN:

**BC ONE CALL LIMITED**, 2500-700 West Georgia Street, Vancouver, B.C. V7Y 1B3

(including where applicable, its Authorized Subcontractor, the “**Supplier**”)

### AND:

**Full Legal Name:** \_\_\_\_\_,

**Address:**

\_\_\_\_\_

\_\_\_\_\_

(the “**Member**”)

In consideration of the covenants, representations and conditions contained herein and other good and valuable consideration, the parties covenant and agree as follows:

1. The Member hereby retains the Supplier to provide the Services in accordance with and subject to the terms and conditions (the “**Terms and Conditions**”) attached to and forming part of this Agreement and the Supplier agrees to provide the Services in accordance with and subject to the Terms and Conditions and subject to receipt of the fees therein specified. The Supplier reserves the right in its sole discretion to revise and update the Terms and Conditions from time to time. Any and all such modifications will be effective and binding on the Member and Supplier immediately upon the Supplier posting the updated Terms and Conditions to its website on the Member Resources page: <https://www.bc1c.ca/member-resources/>. The Member agrees to periodically review the

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Terms and Conditions in order to be aware of any such modifications and its continued use of the Services shall be its acceptance of such modifications.

2. Attached as the completed Appendix A – Member Information Form are particulars respecting the Member required by the Supplier and the Member covenants that the information contained therein is true and correct as of the date hereof. The Supplier reserves the right in its sole discretion to revise and update the form of Appendix A from time to time. Any and all such modifications will be effective immediately upon the Supplier posting the updated Appendix A to its website at <http://www.bc1c.ca/member-resources/>. The Member agrees to provide updated information in the form of Appendix A as contact information changes.
3. In accordance with the provisions of Appendix B – Fees attached, the Member agrees to pay the applicable joining fee upon execution of this Agreement. The fees thereafter payable by the Member for the Services are specified in Appendix B, and are subject to periodic determination and change by the Supplier as specified in Appendix B.
4. All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be deemed to have been duly given only if personally delivered, mailed by pre-paid mail to the address specified above or sent by email to the parties email address as follows:

to the Supplier at:      email: [info@bc1c.ca](mailto:info@bc1c.ca)

to the Member at:      The email address specified in Appendix A – Member Information Form

Any notice in writing given in the matter set out above shall be deemed given if and when personally delivered, or if mailed in the matter herein provided, shall be deemed given five days after posting. If any said notice be sent by email transmission, it shall be deemed received the next day following said transmission. **NOTE** This provision does not apply to Notifications, which will be transmitted as set out in the Terms and Conditions, or to any updates to the Terms and Conditions or appendices hereto which shall be communicated by Supplier posting updates thereto to the Supplier's website on the Member Resources page at <https://www.bc1c.ca/member-resources/>.

5. The Terms and Conditions and the attached Appendix A - Member Information Form, Appendix B – Fees and Appendix C – Sample BC One Call Ticket Format, as such Terms and Conditions and appendices may be updated from time to time in accordance with the terms hereof, are to be read

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into and form part of this Agreement and the whole shall constitute the contract between the parties.

6. **IN WITNESS WHEREOF** the parties hereto have executed this Agreement by the hands of their duly authorized representatives.

**SUPPLIER:**

**BC ONE CALL LIMITED**

Per:

A handwritten signature in blue ink, appearing to read "Donna Grant".

Name: Donna Grant

Title: President

**MEMBER:**

**NAME:** \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Note: In order for BC One Call to process your new membership promptly, please return the signed and dated document by email to: BC One Call Limited

Attn: Member Services  
[membership@bc1c.ca](mailto:membership@bc1c.ca)

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## TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 In this Agreement and in all appendices attached hereto, unless the contrary is expressly stated:

- (a) “**Activation Date**” shall mean that date on which the Member’s Data has been entered into the System so that the Supplier is capable of transmitting Notifications to the Member when the Member’s Underground Infrastructure is located by the System within a dig site described in a Locate Request;
- (b) “**Agreement**” shall mean the BC 1 Call Member’s Agreement attached hereto, these Terms and Conditions and all appendices attached hereto and which form a part of this Agreement as it may be amended from time to time in accordance with the terms hereof and the expressions “herein”, “hereof”, “above” and “below” and similar expressions refer to these Terms and Conditions and where applicable, to the BC 1 Call Member’s Agreement attached hereto and the appropriate appendices hereto;
- (c) “**Authorized Subcontractor**” shall have the meaning specified in paragraph 2.6 hereof;
- (d) “**Correction**” shall mean an outgoing communication from the Supplier to the Member and/or User which advises the Member that the information on a Notification has been revised;
- (e) “**Data**” shall mean information and material provided from time to time by the Member to the Supplier as to the location of the underground infrastructure which is the property or under the control of the Member and which the Member wishes the Supplier to provide Notifications for;
- (f) “**Database**” shall mean a geographic system created and maintained by the Supplier to contain the Data supplied by the Member to the Supplier;
- (g) “**Emergency Locate Request**” shall mean a Locate Request placed via the Toll Free Number requiring responses back from Members within 2 hours in circumstances where ground disturbance is required to correct a condition that poses an immediate threat to life, health or property, and the Excavator is on site or en route to the site to begin the work;

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- (h) “**Excavator**” shall mean any person, partnership, corporation, public agency, agent or other entity that is responsible for carrying out a ground disturbance and, without limiting the foregoing, shall mean the owner or tenant of a residential lot or farm whose locate request is restricted to that particular lot or farm and who is functioning as an *excavator* on that private property;
- (i) “**Information**” shall mean information with respect to the Member’s organization as detailed in the Member Information Form, attached as Appendix “A” hereto;
- (j) “**Large Project Locate Request**” shall mean a Locate Request for a project defined by the User as a Large Project Request based on a dig site dimension of between 60,000 and 800,000 square metres in a civic setting and between 800,000 and 4,200,000 square metres in a rural setting;
- (k) “**Law**” shall mean the laws and regulations in force in the Province of British Columbia and as amended from time to time;
- (l) “**Locate Request**” shall mean an incoming communication from an Excavator (User) which advises the Supplier of the User’s intent to disturb the ground at a particular location and requests that the Supplier notify all Members with Underground Infrastructure in the described dig site so that they can provide the User with information to avoid hitting Underground Infrastructure;
- (m) “**Member**” means the counterparty to this Agreement and “**Members**” means all Members who have entered into member’s agreements with the Supplier;
- (n) “**Notification**” shall mean an outgoing transmission, from the Supplier to the Member, which advises the Member of the User’s intent to disturb the ground and provides relevant contact information, scope of work and the location of the site substantially in the form of Appendix C attached or such other form as the Supplier may specify from time to time;
- (o) “**Notification Centre**” shall mean the premises and / or the infrastructure maintained by the Supplier to provide the Notification Centre Services;
- (p) “**Notification Centre Services**” shall have the meaning specified in paragraph 2.3 hereof;
- (q) “**Operating Procedures**” means the Supplier’s operating procedures in effect from time to time with respect to the Notification Centre Services, the current version of which is posted

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to the Supplier's website on the Member Resources page as part of the Terms and Conditions: <https://www.bc1c.ca/member-resources/>;

- (r) **“Priority Locate Request”** shall mean a Locate Request which has a lead time of more than 2 hours but less than 3 days for planned excavation required to correct a condition that poses a potential threat to life, health or property;
- (s) **“Program”** shall have the meaning specified in paragraph 2.1 hereof;
- (t) **“Relocate”** shall mean a Locate Request that replaces an expired Locate Request;
- (u) **“Services”** shall mean the services to be provided by the Supplier to the Member as described in section 2 below, including, without limitation, the “Notification Centre Services”;
- (v) **“Short Notice Locate Request”** shall mean a Locate Request with a requested response time earlier than the three working day standard;
- (w) **“System”** shall mean the computer hardware and software and telecommunications systems operated by the Supplier to provide the Notification Centre Services to Users and Members;
- (x) **“Ticket Number”** shall mean a unique number assigned to each Locate Request for reference and record keeping purposes;
- (y) **“Toll Free Number”** shall mean the toll free telephone number for receiving long distance calls at the Notification Centre;
- (z) **“Underground Infrastructure”** shall mean cables, ducts, equipment, pipes, or vaults buried in public and private property or rights-of-way;
- (aa) **“Update”** shall mean that an Excavator (User) has changed the site location on a Locate Request, cancelling the previous Notifications to the Members and generating a new Ticket Number; and
- (bb) **“User”** shall mean the person submitting the Locate Request.

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1.2 The article, section and paragraph headings contained in this Agreement and in all appendices attached hereto are for convenience of reference only and shall not affect the construction or interpretations of the provisions hereof.

## 2. SERVICES

The Supplier shall provide the Services to the Member in accordance with this Agreement, which Services shall consist of the following:

2.1 **PROMOTION PROGRAM.** The Supplier shall conduct an advertising, promotion and liaison program (the “**Program**”) to:

- (a) Recruit owners or operators of Underground Infrastructure in the Province of British Columbia to enter into member agreements with the Supplier in order to achieve economies of scale and wider use of the Supplier’s services;
- (b) Advertise and promote to raise awareness and use among British Columbians of the BC 1 Call brand name and services, as well as [www.bc1c.ca](http://www.bc1c.ca); and
- (c) Liaise with government and other regulatory bodies with respect to the role and benefits of membership in and use of the Supplier’s services.

2.2 **TERMS OF PROMOTIONAL PROGRAM.** . The Member acknowledges that:

- (a) the Supplier shall utilize a portion of the Fees collected from all Members to fund the Program and the Supplier shall have sole discretion to determine the allocation thereof;
- (b) the Supplier reserves the right to place and develop all advertising, promotion and liaison efforts in connection with the Program either directly or through an advertising agency or other subcontractor retained or formed for such purpose;
- (c) all advertising and promotion undertaken as part of the Program (whether detailed herein or otherwise) is intended to maximize awareness of the Supplier and its brand and services for the benefit of all Members, and the Member may not benefit directly or pro-rata from the placement or conduct of such advertising and promotion; and
- (d) all copyright and other intellectual property rights in the advertising and promotion undertaken as part of the Program shall be the property of the Supplier. Notwithstanding

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the foregoing, neither the Supplier nor any subcontractor (including an Authorized Subcontractor) or agent of the Supplier shall use or display the Member's name, trademark, logos or any proprietary marks or designations of the Member without its prior written consent. The Member expressly agrees that its name will be included in the Supplier's list of current Members made public (including on the Supplier's website) so that Excavators can know who will be notified of their Locate Requests.

**2.3 NOTIFICATION CENTRE SERVICES.** The Supplier and the Member agree as follows, with the Suppliers obligations collectively referred to as the "**Notification Centre Services**":

**2.3.1 DATABASE AND DATA**

- (a) The Supplier shall create and maintain a Database to contain the Data supplied by the Member.
- (b) The Database may be a grid system based on legal land descriptions, or any other geospatial reference.
- (c) The Supplier, at its sole discretion, may put in place additional or replacement systems to take advantage of technological advances for efficiencies or service enhancements, as determined by the Supplier.
- (d) The Member shall provide Data to the Supplier in a format acceptable to the Supplier.
- (e) Within three business days of receipt of the Data described in paragraph 2.3.1(d), the Supplier shall enter the Data into the appropriate Databases and return a copy of the data to the Member for verification.
- (f) The Member shall review the Data, and confirm its accuracy, or make any required changes, additions or deletions, in writing to the Supplier. The Data will not be live, and the Notification Centre Services not provided, until this has been done. The Member shall return such verification of Data accuracy within three business days of receipt of any request for same from the Supplier.

**2.3.2 OPERATION AND PROCEDURES**

- (a) The Supplier shall operate its Notification Centre in accordance with the Operating Procedures to ensure that, following the Activation Date, Users will be able to inquire, inter

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alia, about the location of the Member's Underground Facilities included in the Member's Data.

- (b) Ticket Number: The Supplier shall assign a Ticket Number to each Locate Request.
- (c) Notification: The Supplier shall determine in accordance with the Data, whether the Member has Underground Infrastructure located in the geographic area described by the User in the Locate Request. If the Member does, the Supplier shall provide a Notification to the Member of the Locate Request.
- (d) Transmission of Notification to Member: The Supplier will utilize email and secure transmission (FTP or SFTP) methods to communicate Notifications and related documents to the Member. It shall be the responsibility of the Member to ensure it is capable of receiving Notifications. The Supplier, at its sole discretion, may introduce other methods of communicating Notifications to the Member to improve efficiency and to take advantage of technological advances.
- (e) Information to User: After the User has submitted a Locate Request, the Supplier shall advise the User of the following:
  - (i) the names of all Members, potentially including the Member, who appear to have Underground Infrastructure located in the geographical area described by the User;
  - (ii) that the identified Members will be notified by the Supplier of the Locate Request, and that the Excavator must not undertake any ground disturbance before receiving and reviewing all information provided by all notified Members; and
  - (iii) that the Excavator remains responsible to contact any parties who may have Underground Infrastructure in the described area who are not members of the Supplier.
- (f) Records and Verification: The Supplier shall maintain in accordance with the following provisions, records and verifications of its activities:
  - (i) The Supplier shall voice record all Locate Requests submitted via the Toll Free Number (including for clarity the Supplier's responses thereto) and shall store such recordings for a minimum period of three years;

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- (ii) The Supplier shall retain and store, for a minimum of seven years, a record of all Locate Requests, Notifications and all documents comprising the Member's Data;

All such records and verifications pertaining to the Member shall be made available to the Member upon request and within a reasonable period of time.

- (g) Daily Audit of Notifications: The Supplier will make available to the Member a list of all Ticket Numbers sent to each EDT Member Destination Code to allow such Member to verify that all Notifications for the preceding twenty-four-hour period were in fact received.
- (h) Notification of Damage: The Supplier shall transmit immediately upon receipt any advice received by the Supplier that the Member's Underground Infrastructure appears to have been damaged to the Member at such Member's emergency telephone number, as specified in the Member Information Form (Appendix A);

**2.4 CONFIDENTIALITY COVENANTS.** The Data provided by the Member shall remain strictly confidential and the Supplier shall not disclose, save as is required in providing the Services or otherwise pursuant to this Agreement, any Data to any person other than to an Authorized Subcontractor of the Supplier as contemplated in paragraph 2.6 below. The Supplier shall take reasonable precautions against the Data being used or acquired by any person, in any event at a minimum exercising the same degree of care as the Supplier uses in preserving the confidentiality of its own confidential information of a similar type. The Member's Data and the Member's Data contained in the Database may be disclosed in a blended manner that does not highlight or distinguish the confidential information provided by a particular Member.

**2.4.1 EXCEPTIONS.** The Supplier shall, with respect to the Member's Data disclosed to it, be permitted to disclose all or part of such information without Supplier incurring liability to the Member as follows:

- (a) if the Supplier is required by applicable Law, or is ordered by a Court or other Governmental Body of competent jurisdiction to disclose such information;
- (b) such information was previously known to the receiving party free of any obligation to the Supplier to keep it confidential; or
- (c) such information has been previously publicly disclosed.

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- 1.2 **INTELLECTUAL PROPERTY.** The Supplier covenants that all computer software, computer hardware, telecommunications equipment or other intellectual property used by it in connection with the Notification Centre shall in no way infringe upon any patent, copyright, trademark or other proprietary interest of any other owner, operator or member of any similar system and the Supplier shall indemnify and hold harmless the Member in respect of any loss, damage, liability, claim, costs or expenses, including legal fees and expenses sustained by or brought against the Member in connection with utilizing the services of the Supplier.
- 1.3 **AUTHORIZED SUBCONTRACTOR.** The Supplier may subcontract or assign all or some of its rights and obligations hereunder to any person (an “**Authorized Subcontractor**”) provided that (i) the Supplier enters into a written agreement with the Authorized Subcontractor that binds the Authorized Subcontractor to terms and conditions that are at least as protective of the rights and Information of the Member under this Agreement, and (ii) the Supplier uses commercially reasonable efforts to ensure the Authorized Subcontractor has the requisite skills to perform any subcontracted obligations in accordance with the terms of this Agreement. References to the Supplier in this Agreement shall include its Authorized Subcontractor where applicable, and the Supplier hereby authorizes and directs the Member to provide to its Authorized Subcontractor the Data, any verification or updating of the Data, the Member Information Form and copies of any notices or communications given pursuant to the provisions of this Agreement. The Member acknowledges such direction and authorization and will provide such Data and communications in accordance with same. The Member will cooperate in all respects with an Authorized Subcontractor in connection with provision of Services by an Authorized Subcontractor. Notwithstanding the foregoing, the use of an Authorized Subcontractor shall not create any contractual relationship between Member and the Authorized Subcontractor or relieve Supplier of its sole responsibility for all acts or omissions of its Authorized Subcontractor.
- 1.4 **LIMIT OF LIABILITY.** Notwithstanding any other provision of this Agreement, in no event shall the Supplier be liable to the Member or any third party for any consequential, indirect, incidental, exemplary, special or punitive damages whatsoever, including any damages for business interruption or loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence), any other theory of liability or otherwise. In no event shall Supplier’s aggregate maximum liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total amount paid by the Member to the Supplier pursuant to this Agreement in the twelve month period preceding the event giving rise to the claim.

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## 2. OBLIGATIONS OF THE MEMBER

The Member shall:

- 2.1 **FEES.** Pay all applicable fees and charges as set out in Appendix B hereto (as such fees and charges may be modified in accordance with such Appendix B), and as further specified in the Agreement, as and when due.
- 2.2 **PROVISION OF DATA.** Members shall provide Data in a format compatible with the base map and software provided in the System and shall use commercially reasonable efforts to provide data in accordance with the Supplier's requirements in effect from time to time. The Supplier's current version of its data requirements is posted to the Supplier's website on the Member Resources page: <https://www.bc1c.ca/member-resources/>. If Data provided by Member is not in the preferred format, does not meet the requirements of this paragraph 3.2, or otherwise requires additional processing by the Supplier, the Member may be subject to support service fees as set out in Appendix B.
- 2.3 **UPDATING.** Provide to the Supplier, forthwith and as requested by the Supplier, notification of any changes in, deletions from or additions to the Data such that the Data provided to the Supplier is current and accurate at all times. The Supplier assumes no liability or responsibility for the accuracy or completeness of Data supplied by the Member.
- 2.4 **VERIFICATION.** Provide to the Supplier, notwithstanding the provisions of paragraph 3.3 above, annually during the continuance of the Agreement, verification, in a form satisfactory to the Supplier acting reasonably, of the Data as reflected in Database in accordance with the provisions of paragraph 2.3.1 above.
- 2.5 **MEMBER RESPONSES TO NOTIFICATIONS.** The Member will respond to Notifications in a timely fashion, which is as follows for each type of Notification:
  - 2.5.1 Notification response time for a Regular Locate Request, Short Notice Locate Request and Priority Locate Request: within 3 business days;
  - 2.5.2 Notification response time for a Large Project Locate Request: within 5 business days; and
  - 2.5.3 Notification response time for an Emergency Locate Request: with 2 hours.
- 2.6 **MEMBER RESPONSES.** The Member shall respond to the User in one or more of the following ways:

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- (a) Identify and mark the location of their underground infrastructure;
- (b) Contact the User or Excavator to arrange a mutually acceptable time to complete the locates;
- (c) Provide clearance to proceed with the project; or
- (d) Follow any other method of response to the locate request approved by legislation that may be introduced from time to time.

### **3. TERMINATION**

- 3.1 EVENT OF DEFAULT.** In the event one party does not fulfill its obligations hereunder in any material manner, the other party may send a written notice to the party in default stating the nature of the default. If the defaulting party has not corrected such default within 30 days from receipt of the Notice, the other party may terminate this Agreement by sending the defaulting party no less than 10 days prior written notice of its intention to do so.
- 3.2 TERMS TO SURVIVE.** The provisions of this Agreement which by their context are intended to survive termination shall survive notwithstanding such termination including, without limitation, the provisions of paragraphs 2.4, 2.7, 4.4, 4.6, 4.7 and section 5.
- 3.3 INSOLVENCY.** Notwithstanding the foregoing, this Agreement may be terminated by either of the parties upon the happening of any one or more of the following events:
- (a) the other party is liquidated, wound-up or dissolved, either voluntarily or involuntarily;
  - (b) the other party commits an act of bankruptcy or insolvency as defined by the Bankruptcy Act of Canada or a petition, assignment, arrangement, reorganization or proposal in Bankruptcy is filed by or against the other party; or
  - (c) the other party makes an assignment for the general benefit of its creditors.
- 3.4 FEES ON TERMINATION.** Notwithstanding termination of this Agreement, the Member shall be responsible to the Supplier for all fees payable in connection with the Services accruing up to and

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including the date of termination. Such fees shall be payable within 30 days of such termination occurring.

**3.5 NO REFUND.** In the event that this Agreement is terminated in accordance with the provisions of this section 4, there shall be no refund or credit to the Member of any paid fees.

**3.6 RETURN OF DATA.** Subject to the requirements to retain records pursuant to paragraph 2.3.2(f), forthwith following termination, the Supplier shall return to the Member all Data provided by the Member to the Supplier and, upon receipt of a written request from the Member, shall delete from its Data Base all information relevant to the Member.

**3.7 TRANSITION.** The parties hereto shall act reasonably in order to affect a smooth transition from the Notification Centre facilities to any system or facilities to be utilized by the Member with respect to User inquiries following termination.

#### **4. INDENIFICATION**

**4.1** The Member shall indemnify and hold harmless the Supplier, and its directors, officers, employees, agents or servants in respect of any loss, damage, liability, penalty, fine, claim, cause of action or cost, including, without limitation, reasonable legal fees on a solicitor-client basis, of every nature and kind whatsoever, sustained by or brought against the Supplier based upon or relating to:

- (a) the use of the Services by the Member including any claim brought in respect of the Data or underground infrastructure (whether such infrastructure is the subject this Agreement or not) of the Member;
- (b) any breach of obligations under this Agreement by the Member;
- (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence or wilful misconduct of the Member or any of its subcontractors, agents or representatives; or
- (d) any failure by the Member to comply with any applicable federal, provincial or municipal laws, regulations, or codes.

**4.2** Notwithstanding section 5.1, the Member is not obligated to indemnify and hold harmless the Supplier against any claim if such claim arises out of or results from the Supplier's gross negligence

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or wilful misconduct or failure to materially comply with any of its material obligations set forth in this Agreement.

## 5. ASSIGNMENT

- 5.1 **PROHIBITION.** The Member may not assign its rights or obligations under this Agreement, or any part thereof without the express written consent of the Supplier given in writing, such consent not to be unreasonably withheld. Any prohibited assignment shall be null and void. No assignment shall operate to release the Member from its obligations hereunder.

## 6. EXCUSABLE DELAY

- 6.1 Notwithstanding anything to the contrary contained in this Agreement, if either party is prevented or delayed from complying with any of the terms of this Agreement and such failure is occasioned by any cause beyond its reasonable control including, without limitation, the operation of any Law, regulation or order of government or any other duly constituted authority, labour dispute or disturbance, strike, lockout, riot, civil unrest, flood, fire, earthquake, epidemics, pandemics, war, invasion, hostilities, terrorist threats or acts, national or regional emergency, telecommunication breakdowns, power outages or shortages, cyber attack, interference by civil or military authority or act of God, but excluding only finances, then that party shall not be liable to the other party for any damage or loss to person or property or costs or charges associated therewith or occasioned thereby and the time for performance of the parties obligations under this Agreement shall be extended by a period of time equal to the time required to remove or remedy the excusable delay; provided always that should the Member be prevented, through excusable delay as set out herein, from providing Data to the Supplier in accordance with the terms hereof, the Supplier may at its sole discretion, refuse to give out to Users information as to the Underground Facilities which are the property of the Member, until such time as the excusable delay is remedied and the Data supplied by the Member to the Supplier is verified in accordance with the provisions of paragraph 2.3.1.

## 7. GENERAL

- 7.1 **WAIVER.** Except as otherwise provided herein, no term or provision, nor any representation, warranty or condition herein granted shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any such consent or waiver shall not constitute a consent to, waiver of, or excuse for any other similar, different or subsequent breach.

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- 7.2 **UNENFORCEABLE TERMS.** If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or a circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant or condition shall be valid and shall be enforceable to the fullest extent permitted by Law.
- 7.3 **WHOLE AGREEMENT.** The parties acknowledge that the Agreement contains the whole of the agreement between the parties as to the subject matter herein contained.
- 7.4 **ENUREMENT.** This Agreement shall apply and enure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.
- 7.5 **SINGULAR, PLURAL AND GENDER.** Wherever the singular and the masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neuter where the context so requires.
- 7.6 **GOVERNING LAW.** This agreement shall be governed by, and construed in accordance with, the Laws of the Province of British Columbia and the Laws of Canada applicable therein.
8. **TERM**
- 8.1 This Agreement shall commence on the Effective Date and shall be for a term of one year. Thereafter this agreement shall automatically be renewed for an additional period of one year, unless prior to January 31 in any given calendar year either party provides notice in writing to the other that it does not wish to renew the terms of this Agreement. In the event such notice is provided, Services hereunder will cease to be provided on the last day of February following receipt of such notice.

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APPENDIX A  
SEE PDF ATTACHED

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## APPENDIX B FEES

### 1. FEES

- 1.1 A one-time registration fee shall be paid to the Supplier by the Member on the Effective Date. This fee is specified in section 4 of this Appendix B.
- 1.2 The Member shall pay fees for Notifications and support services as specified in section 4 of this Appendix B. The Supplier may, from time to time, modify the fee structure to provide for flat rate annual fees, per Notification fees, tiered flat rates based on Notification volumes, minimum annual fees, multi-year fixed fees, alternative fee structures or any combination thereof. The Member will be notified of any change in the fee structure as specified in section 4 of this Appendix B.
- 1.3 The Member shall be invoiced by the Supplier for Notifications to the Member. The Supplier shall determine invoicing intervals from time to time, provided that the invoicing interval will not be greater than monthly or less than annually. The Supplier may utilize different invoicing intervals for different Members depending on the quantum of fees, quantum of notifications or other considerations. Payment shall be due within thirty (30) days of receipt of the invoice by the Member.
- 1.4 The Member shall not be charged for any Notifications or other transmissions that relate to the setup, checking or maintenance of the Notification Centre Systems.

### 2. CHARGEABLE NOTIFICATIONS

- 2.1 For any applicable fees based on the number of Notifications, the Member shall be charged for each Notification in accordance with section 4 of this Appendix B except where a Notification meets the criteria of section 3 of this Appendix B.
- 2.2 The Member shall be charged for each Relocate, and Update in accordance with paragraph 4.2 of this Appendix B.
- 2.3 In the situation where a User requests that the Member be notified of a Locate Request when that Member does not appear to have buried plant at that location according to the Data in the Database, the Member will be notified and charged for a Notification in accordance with section 4 of this Appendix B.
- 2.4 Members will be charged for each notification and each copy of a notification sent to alternate destinations.

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### **3. NON-CHARGEABLE NOTIFICATIONS**

- 3.1 Members will not be charged for notifications arising out of Locate Requests submitted by their employees.
- 3.2 Unless otherwise directed, Members will not be charged for test tickets.
- 3.3 The Member will not be charged for a Correction.

### **4. FEE SCHEDULE**

- 4.1 **REGISTRATION FEES.** The joining fees for each Member shall be a onetime flat fee, the current joining fee being \$50.00.
- 4.2 **NOTIFICATION FEES.** The current Notification fees, effective January 1, 20\_\_\_\_\_, are the greater of:
  - 4.2.1 a fee of \$\_\_\_\_\_ for each billable Notification transmitted to the Member during the calendar year, and
  - 4.2.2 the minimum annual fee of \$25.00.
- 4.3 **NOTIFICATION FEES - ANNUAL DETERMINATION.** Provided the Supplier provides written notification to the Member in accordance with this paragraph 4.3, the Supplier may increase or decrease Notification fees payable or change the structure of the fees payable by the Member annually on the following basis:
  - (a) in the fall of each calendar year, the board of directors of the Supplier will determine the structure of fees and set Notification fees in order to ensure that the fees are sufficient to cover the costs of providing the Notification Centre Services and the Program to all Members and ensure the financial sustainability of the Supplier which operates on a not-for-profit basis; and

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(b) the board of directors may set Notification fees on the basis of flat rate annual fees, per Notification fees, tiered flat rates based on Notification volumes, minimum annual fees, multi-year fixed fees, alternative fee structures, or any combination thereof.

4.4 **NOTICE OF FEE OR FEE STRUCTURE CHANGES.** The Supplier shall, on or before the 7th day of January advise the Member in writing if it will be changing the Notification fees or fee structure, changing the minimum annual fee, or changing the fees for support services for the calendar year.

4.5 **SUPPORT SERVICE FEES.** If Data provided by Member is not in the preferred format, does not meet the requirements of paragraph 3.2 of the Agreement or the Operating Procedures or otherwise requires additional processing by the Supplier, the Member shall pay support service fees at the current hourly support fee rate of Supplier, not to exceed \$\_\_\_\_\_ per hour. The Member shall be invoiced by the Supplier for any support service fees. Payment shall be due within thirty (30) days of receipt of the invoice by the Member.

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## APPENDIX C

### SAMPLE BC ONE CALL TICKET FORMAT

Ticket No.

Excavator Details			
Caller Id:		Phone:	
Contact:		Mobile:	
Company:		Email:	
Dig Site and Ticket Details			
[MAP]	Ticket Status		
	Ticket Type		
	Previous Ticket No.		
	User Reference		
	Work Start Date		
	Address		
	Nearest Cross Street		
	Type of work		
	Activity		
	Excavation Method		
	Excavation Depth		
	Public Property		
	Private Property		
	Onsite Contact		
	Onsite Phone		
	Municipality		
Nearest Community			
Rural Subdivision			
Lot No.			
Land Grids:		Block No.	
Latitude:	Longitude:	Plan No.	
Your Responsibilities			
<ul style="list-style-type: none"> <li>● Do not proceed with any excavation until all notified asset owners have responded by providing clearance, OR by identifying the location of their facilities with maps OR by placing locate marks on the ground.</li> <li>● Pothole to establish the exact location of all underground assets using a hand shovel, before using heavy machinery.</li> <li>● If you damage an underground asset you MUST advise the asset owner immediately.</li> <li>● By using the Before You Dig Partners service, you agree to our privacy policy and the terms and conditions set out at on our web site.</li> </ul>			
<ul style="list-style-type: none"> <li>● <b>For more information, visit <a href="http://www.BeforeYouDigPartners.com">www.BeforeYouDigPartners.com</a></b></li> </ul>			
Utility Owner Details			

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The public utility owners listed below with a Status of “**Notification Sent**” have been requested to respond to your request. They may contact you directly for clarification of your requested details.

Station Code	Authority Name	Status