

# TERMS & CONDITIONS

1. I agree on behalf of myself and/or my company to release, remise and forever discharge, WaterOne and any of its agents, employees, successors and assigns of and from all claims, demands, damages, actions, causes of action or suits of law or in equity, of whatsoever kind or nature, for or because of any tickets, reports or other information that WaterOne attempts to transmit to me through the use of email over the internet.
2. I acknowledge that WaterOne has no control over third party telecommunications networks, servers or the Internet and delays and disruptions of other transmissions over such networks are completely beyond the control of WaterOne. I understand and agree that WaterOne does not guarantee the availability or reliability of such telecommunications networks providing the Online Locate Service.
3. I acknowledge that my access to the WaterOne Online Locate Service (“Service”) is at my sole risk and agree that the Service and information provided are without warranty of any kind by WaterOne.
4. I agree that under no circumstances, including negligence, will WaterOne or any of its directors, officers or employees, be liable for any direct, indirect, incidental, special or consequential damages that result from my use or my inability to use the Service. I acknowledge that this limitation applies to all content, information or other services available through WaterOne, and whether or not WaterOne has notice of the possibility of such damages and whether or not circumstances giving rise to such damages may have been within the control of WaterOne.
5. I agree that the Service and all of the content of this site and the information I receive from the WaterOne Line Locate department is the property of WaterOne. I may not reproduce, transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Line Locate form, the content or the information in any manner without the express written consent of WaterOne. WaterOne’s logo or other trademarks found on the site are the property of WaterOne and any unauthorized use is strictly forbidden.
6. The use of the WaterOne Services and the conditions of WaterOne Line Locates shall be governed by the laws of the State of Kansas.
7. The Services provided by WaterOne are based upon information you provide. By accepting the terms of use of the Service you agree to (a) download, read and follow all of the instructions for entering information into the Line Locate Request, (b) provide accurate, complete and current information when prompted during the registration process, and (c) maintain and update your information to insure accurate, complete and current data.

## WaterOne Line Locates

1. Location information is approximate, marks must be verified before work begins, and does not represent the centerline of the facility located.
2. Lateral tolerances of three (3) feet on either side of the marked facility must be allowed for Cast Iron and Ductile Iron mains 12" or smaller.
3. Lateral tolerances of five (5) feet on either side of the marked facility must be allowed for all mains larger than 12".
4. Lateral tolerances of five (5) feet on either side of the locate mark must be allowed for A.C., or PVC pipe. These pipe materials may not be traceable by electronic means. Excavators should proceed with additional caution while excavating.
5. WaterOne line locate markings are valid for 15 calendar days. During that time, the protection of the markings is the exclusive responsibility of the requesting excavator. After 15 calendar days, if work continues, an updated request for a locate must be made. WaterOne reserves the right to charge \$50.00 per hour for excessive update request because of failure to protect and preserve marks provided, or requestor fails to start work in a timely manner.
6. WaterOne locating staff will not mark more than a 1000' distance per locate request.
7. No depth information will be given.
8. WaterOne requires two business days, in addition to the day the request is received, to perform line locates.
9. WaterOne will not be held responsible for any cost associated with failure to verify location of the facility prior to work being carried out. All planning and site work must be verified prior to actual work being done and is the responsibility of the requestor.