



TOG SERVICES, LLC
UNDERGROUND RELEASE OF LIABILITY

TOG SERVICES, LLC as contracted, will be required to install product using means including, but not limited to Horizontal Directional Drilling (HDD), Mechanized plowing, Mechanized Trenching, Mechanized excavation, manual trenching and/or manual excavation. Given the nature of the service provided, TOG SERVICES, LLC may come in contact with underground utilities and services, including, but not limited to Electrical, Gaseous/liquid fuel, water, sewer/septic, geothermal, telecommunications, irrigation, pet boundary control (invisible dog fence), etc.

While TOG SERVICES, LLC will make reasonable effort to ensure minimal contact or damage occurs to underground facilities, it will be necessary to be absolved of liability for all damages resulting from services provided to any services/utilities/items not accurately located prior to the initiation of service.

TOG SERVICES, LLC is required to initiate the One Call (JULIE) Utility location system, however many utilities and all private utilities will not be located via this mechanism and it shall be the signatories responsibility to identify the location of known services, utilities, and objects not located via the One Call process.

Furthermore, vegetation and other natural or man made growth may be impacted by damage to root systems and surrounding soil. No liability shall be held to TOG SERVICES, LLC as a result of these activities in regard to the health and longevity of vegetative growth, nor shall any liability be applied in the event of secondary damages occurring from vegetative death resulting in property damage or personal injury.

Natural drainage and erosion control may be impacted by the service performed and may require the property owner to monitor and mitigate this in the future. TOG SERVICES, LLC shall not be held liable for any occurrence of such not resulting from negligent activities.

Please mark, on PAGE 2, all services, utilities, or known objects present upon the property. Please mark the location of all items not located via the One Call mechanism in paint (WHITE or PINK), with flag markers (WHITE or PINK), Stakes (WHITE or PINK), or any agreed upon method.

Once the service commences, it will be assumed by TOG SERVICES, LLC that any unmarked utilities, services, or objects are not present or not active, and they may become damaged without risk of liability. Please initial this page prior to proceeding. INITIALS: _____

Please mark all that apply (service cannot be initiated until all items are marked)

YES	NO	NA	Electrical Service
YES	NO	NA	Private Electrical Interconnect
YES	NO	NA	Gas/Fuel Service lines and secondary hookups
YES	NO	NA	Water Service/Well-Circle One (Including well pump/electrical)
YES	NO	NA	Irrigation System
YES	NO	NA	Sewer/Septic-Circle One (Including septic tank/leech field)
YES	NO	NA	Telecommunications (Phone/Cable/Satellite/Internet etc)
YES	NO	NA	Pet Boundary Control (perimeter dog fence,etc)
YES	NO	NA	_____
YES	NO	NA	_____
YES	NO	NA	_____

Release of Liability shall apply to TOG SERVICES, LLC, or any contractor or subcontractor operating upon the project on behalf of TOG SERVICES, LLC.

I, _____ The undersigned, do certify that I have read this document, and agree to release TOG SERVICES, LLC of any and all liability for and damages, both primary and tertiary resulting from the non-negligent damage of any underground facilities, services, or objects during the service provided. I acknowledge that I am, or am lawfully acting on behalf of the property owner and fully acknowledge that any misrepresentation of such shall result in all potential liability for damage or unauthorized construction being assumed by myself.

ADDRESS OF SERVICE: _____

PRINTED NAME _____
Signature _____ Dae _____