



Indemnity Agreement

This indemnity agreement (“Agreement”) is made on _____, by and between _____ (“Member”), whose address is _____

_____ and MISS DIG System, Inc., a Michigan non-profit corporation (“MISS DIG”).

Recitals

- A. Member receives excavation notices from MISS DIG pursuant to MISS DIG Act, Act 174 of Public Acts of 2013, MCL 460.721, et seq. and wants to limit the number of such notices it receives to the specific areas in which Member likely has facilities.
- B. Member has requested that MISS DIG assist Member in Member’s revisions of its maps (and related processes and procedures) of its facilities so that Member may limit the receipt of excavation notices to areas where Member likely has facilities (the foregoing assistance by MISS DIG is herein referred to as “Mapping Assistance”); and
- C. Member is entering into this Agreement to induce MISS DIG to provide Member the Mapping Assistance.

Agreements

In consideration of MISS DIG providing the Mapping Assistance, Member and MISS DIG agree as follows:

1. Member acknowledge and agrees that MISS DIG is relying on the mapping and other information Member is providing MISS DIG and that Member has and/or will provide accurate information to MISS DIG. Furthermore, Member acknowledges and agrees that MISS DIG is acting solely in reliance on Member’s information regarding the location of Member’s facilities.
2. Member shall indemnify, protect, defend, and hold harmless MISS DIG from and against (1) any and all claims, actions, suits, demands, and controversies, whether groundless or otherwise, and (2) any and all liabilities, losses, damages, settlement amounts, fines, costs, charges, actual attorneys’ fees, and other expenses of every nature and character that MISS DIG may suffer, incur, be put to, or pay, for any reason whatsoever associated with the Mapping Assistance.
3. Member acknowledges and agrees that if any portion of the information Member provides to MISS DIG is later found to be incorrect or defective in any manner, Member will immediately inform MISS DIG of the incorrect or defective information. Provided that Member supplies MISS DIG with corrective information, MISS DIG will endeavor to make applicable corrections; the cost for making any such corrections shall be the responsibility of the Member.
4. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties to this Agreement. This Agreement, however, shall not be assignable by Member without the prior written consent of MISS DIG. The parties acknowledge and agree that MISS DIG has authority to receive the information and data provided by the member, and is authorized to use the data.



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5. The parties acknowledge and agree that Article IV of the MISS DIG Membership Agreement is incorporated by reference in this Agreement and Member and MISS DIG further agree that all disputes under this Agreement shall be resolved in accordance with Article IV of the MISS DIG Membership Agreement; Member acknowledges that the MISS DIG Membership Agreement is available for review on the MISS DIG website and that Member has been afforded the opportunity to review the MISS DIG Membership Agreement.

The parties have executed this Agreement as of the date listed on the first page of this Agreement.

MISS DIG 811:
MISS DIG System, Inc., a Michigan nonprofit corporation

By: _____
Bruce Campbell, CEO

Member:

By: _____

Its: _____