

INSTRUCTIONS USE AGREEMENT

For the Use of University Equipment for Non-University Purposes
Form 103

1. Fill out form and make 2 copies.
2. Send to the Company that will be receiving the equipment and ask them to sign and return both copies to your Department, along with the following insurance:

Insurance Requirements

- Commercial General Liability insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000) each occurrence.
- Commercial Automobile Liability insurance with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence.
*The insurance policies required in the two statements above shall be endorsed to name the **State of Arizona, Arizona Board of Regents on behalf of the University of Arizona as additional insured** and shall stipulate that the insurance afforded the Caterer shall be primary insurance and that any insurance carried by the State of Arizona, the Arizona Board of Regents and the University of Arizona, their agents, officials or employees shall be excess and not contributory insurance to that provided by Caterer.*
- If applicable, Workmen's Compensation insurance to cover requirements imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of Agreement, and Employer's Liability insurance with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000).

3. Send both copies of the agreement and **Certificates of Insurance** to Contracting for signature.

The University of Arizona
Contracting
University Services Annex, 6th Floor
Box 210300A
Tucson, AZ 85721-0300A

4. After the Agreement has been signed for the University, we will return one copy of the Agreement to you to return to the Company. Contracting will keep the other copy of the signed Agreement.
5. If you have any questions, please call (520) 626-3919.

FORM #103
7/20/05
Revised: 1/01/11

USE AGREEMENT
For the Use of University Equipment for Non-University Purposes

This Agreement is entered into between the Arizona Board of Regents on behalf of The University of Arizona (hereinafter University) and

(hereinafter User).

Whereas University owns "Equipment" as identified on Exhibit A, attached to and incorporated into this Agreement;

Whereas User wishes to obtain the temporary use of the Equipment for the following purpose(s):

at the following:

ON Campus Use Location (list building name and room number)

Or

OFF Campus Use Location (list address)

Whereas, University desires to grant permission for the temporary use of Equipment for the purpose(s) stated above and at the location stated above.

Therefore, University grants permission to User for the temporary use of the Equipment under the following conditions:

USE

User has permission for the temporary use of Equipment from _____
to _____.

Equipment shall remain the property of and under the control of University.

ON Campus Use:

1. The Use of Equipment shall be during the University's normal operating hours between the hours of _____ and _____ on the following weekdays:
Sunday Monday Tuesday Wednesday Thursday Friday Saturday
2. The User agrees to keep a log of each use of the Equipment and provide that log to the University at the end date listed above.
3. University shall be responsible for the security of Equipment.
4. During the term of the Agreement, University shall be responsible for the upkeep of Equipment.
5. The User agrees to comply with all applicable University and Arizona Board of Regents policies and local, state and federal laws, and to obtain any required permits for the use of the Equipment.

OFF Campus Use:

6. User shall be responsible for the security of Equipment.
7. During the term of the Agreement, User shall be responsible for the upkeep of Equipment.
8. Special Provisions, if any, as listed on Exhibit B are hereby incorporated into this Agreement.
9. The User agrees to exercise due care in the use of said Equipment and at the termination of the Agreement to leave the Equipment in as good condition as at the commencement of the Agreement and to be responsible to indemnify the University against any damages occasioned to said premises and equipment and furnishings contained therein, by reason of the use of the Equipment.
10. If Equipment is not in the same condition at the termination of the Agreement, User, at User's sole expense, shall have Equipment brought to a condition acceptable to University. University shall acknowledge such acceptable condition by signing the Acceptance Certificate (Exhibit C). For any period of time beyond the Agreement termination date that Equipment has not been deemed acceptable by University, User shall continue to make payments to University on a month-to-month basis in an amount pro-rated on the Use Charge listed below.

EQUIPMENT USE CHARGE:

As consideration for such use, User agrees to pay to University the following Equipment Use Charge:

Use Charge	\$ _____
6.6% Sales Tax	_____
TOTAL	\$ _____

Payment for the entire term shall be made prior to the use of Equipment by User. Payment shall be made by check payable to:

The University of Arizona, Account # _____

Payment shall be mailed to the following address:

The University of Arizona, Bursar's Office
P.O. Box 3520
Tucson, AZ 85722-3520

INDEMNITY:

User shall indemnify, defend, and save harmless the University from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees or litigation expenses, which may be brought or made against or incurred by the University on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, mission, professional error, fault, mistake, or negligence of User, its employees, agents, representative, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of Workers' Compensation claims, or Unemployment Disability Compensation claims of employees of User and/or its subcontractors or claims under similar such laws and obligations. User's obligation under this section shall not extend to any liability caused by the sole negligence of the University or its employees.

User, if a charitable association, corporation, entity or individual, having or claiming an immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption as against the University.

INSURANCE REQUIREMENTS:

User shall provide and maintain insurance applicable as follows:

Commercial General liability in the amount of \$2,000,000 (each occurrence).

Comprehensive automobile liability in the amount of \$1,000,000.

Workers' Compensation as required by statute and employer's liability in the amount of \$100,000 (if applicable).

Upon signing of this Agreement and prior to the use of the Equipment, the User will furnish certification of such coverage which ***names the Arizona Board of Regents on behalf of The University of Arizona and the State of Arizona as additional insured.*** The certificate provided shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

These insurance requirements may be modified or waived only with the written approval of The University of Arizona Department of Risk Management and Safety.

MISCELLANEOUS:

The User agrees to comply with all applicable State and University Fire Code requirements including but not limited to the orderly evacuation of buildings and other occupied areas should a fire alarm sound.

Any Amendment to this Agreement must be acknowledged in writing by both parties. Either party may cancel this Agreement by giving the other party thirty days written notice.

The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Nondiscrimination, and Immigration.

The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 *et seq.* (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

User shall not (a) assign, transfer, pledge or otherwise dispose of this Agreement or any interest therein, or (b) sublet or lend the Equipment, or permit it to be used by anyone other than User or User's employees.

This Agreement shall be governed by and construed under the laws of the State of Arizona.

User agrees to reimburse University for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this Agreement.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA

Date: _____

USER:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

**USE AGREEMENT
FOR THE USE OF UNIVERSITY EQUIPMENT FOR NONUNIVERSITY PURPOSES**

LIST OF EQUIPMENT

Make	Model	Serial #	A – TAG #

ON Campus Location of Equipment:

OFF Campus Location of Equipment:

EXHIBIT C

**USE AGREEMENT
FOR THE USE OF UNIVERSITY EQUIPMENT FOR NONUNIVERSITY PURPOSES**

ACCEPTANCE CERTIFICATE
UPON TERMINATION OF AGREEMENT

The undersigned acknowledges that the Equipment listed on Exhibit A is in a condition acceptable to The University of Arizona in accordance with Section 10 of the Agreement.

ACCEPTED:

(Type Name of University Department)

(Signature of Dept. Head or Designee)

(Type Name/Title)

(Date)

(Copies of signed Exhibit C to be forwarded to Contracting Office and Financial Services Property Office.)