

The University of Arizona – Red Rock Ag Center  
PRODUCT TESTING  
AND FACILITY USE AGREEMENT

This agreement is entered into between \_\_\_\_\_  
(hereinafter referred to as the USER) and the Arizona Board of Regents on behalf of The  
University of Arizona (hereinafter referred to as UNIVERSITY) for the use of the following  
facilities: \_\_\_\_\_ located at the RED ROCK Agricultural Center,  
\_\_\_\_\_ Arizona 85653.

USER represents and warrants that it intends to test or use the cultivars, seeds, chemical or other  
agricultural devices, applications and developments described in detail below (hereinafter  
Products):

\_\_\_\_\_

This agreement shall be in effect from: \_\_\_\_\_ to \_\_\_\_

UNIVERSITY agrees to: (continue on additional sheet, if necessary)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

USER agrees to: (continue on additional sheet, if necessary)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

USER shall pay UNIVERSITY the following amount:

\_\_\_\_\_

Payments shall become due as follows:

\_\_\_\_\_

Checks shall be made payable to The University of Arizona and mailed to:  
Campus Agricultural Center  
4101 N Campbell Avenue  
Tucson, AZ 85719

UNIVERSITY shall have the unlimited right to use, publish or develop any results arising from this agreement,  
except for DESIGNATED PROPRIETARY information or materials.

NON-DISCRIMINATION - The parties agree to be bound by applicable state and federal rules governing Equal  
Employment Opportunity and Non-Discrimination.

ARBITRATION - The parties agree that should a dispute arise between them, in any manner, concerning this  
Agreement, and said dispute involves the sum of Thirty Thousand Dollars (\$30,000) or less in money damages only,

exclusive of interest, cost or attorney's fees, the parties will submit the matter to Binding Arbitration pursuant to the Arizona Supreme Court Rules for Compulsory Arbitration and the decision of the arbitrator(s) shall be final and binding upon the parties.

STATE OBLIGATION - The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds, the Board of Regents may cancel this Agreement without further duty or obligation. The Board agrees to notify other party as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

CONFLICT OF INTEREST - This agreement is subject to the provisions of Arizona Revised Statute '38-511.

INDEMNIFICATION - USER shall defend, indemnify and hold UNIVERSITY harmless from and against any and all liability, loss, expense, attorney's fees or claims for injury or damages to any party arising out of the performance of this agreement. USER shall indemnify and hold UNIVERSITY harmless from any damages resulting from the storage, transportation, application, or any other use of any product used on UNIVERSITY'S premises, or for damages resulting from USER'S failure to inform UNIVERSITY of hazards associated with the product. The extent of USER'S obligation under this section shall not be limited by any existing limits of coverage in any insurance policy or by any exclusion in any insurance policy, or by the absence of applicable insurance coverages.

PRODUCTS USE - USER will be responsible for the complete removal, transportation and disposition of all unused Products from UNIVERSITY'S premises immediately at the conclusion of the Agreement. In the event of USER'S failure to comply with this requirement, UNIVERSITY is authorized to take any necessary action to effect the removal of any products not removed by USER. USER agrees to reimburse UNIVERSITY for all costs incurred if such removal is initiated by the UNIVERSITY. Any planned use of unregistered products or chemicals must be approved by the Resident Director before any delivery or application of such products on UNIVERSITY premises. USER agrees to provide the UNIVERSITY with any available data concerning known and potential hazards of all products intended for use. This requirement shall be deemed satisfied by the provision of material safety data sheets (MSDS) or equivalent information for all products to be stored or tested pursuant to this agreement.

INSURANCE - USER shall furnish proof of current insurance coverage to include commercial general liability in amounts of one million dollars, naming THE STATE OF ARIZONA, ARIZONA BOARD OF REGENTS, and THE UNIVERSITY OF ARIZONA as additional insureds.

LAW TO GOVERN - This Agreement is made under and shall be interpreted according to Arizona law.

PLEASE TYPE ALL INFORMATION

By: \_\_\_\_\_  
Contracts Administrator Signature

\_\_\_\_\_  
USER'S NAME:  
(Company or Individual Name)

Date: \_\_\_\_\_

USER'S ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved:  
CONTACT PERSON:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
Director (Signature)