

The University of Arizona Santa Rita Experimental Range

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 Santa Rita Experimental Range, specifically an area located (Pasture # and GPS Coordinates): _____

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 for no more than one year from: _____
to _____

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

1. Permit Products to be used in the study site at Santa Rita Experimental Range according to the terms of an approved Range Use Application

2.

3.

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

1. Complete and adhere to the terms of the approved Range Use Application for this study

2. Prepare and submit to Santa Rita Experimental Range a detailed map or diagram showing study site and plots

3. Prepare and submit a plan for the long-term stewardship of the study site and plots

4.

5.

USER shall pay UNIVERSITY (Santa Rita Experimental Range) the amount agreed to in the approved Range Use Application.

Payments shall become due no less than one month before studies begin at Santa Rita Experimental Range unless otherwise agreed to as follows:

Checks shall be made payable to *The University of Arizona* and mailed to:

**Santa Rita Experimental Range
c/o 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.

User Title and Name

Date _____

User s Company or Agency Name

Address

Contracts Administrator Signature

Date _____

Range Manager, Santa Rita Experimental Range

Date _____

Director, Tucson Area Agricultural Centers

Date _____