

Product Testing and Facility Use Agreement

This Agreement is entered into

(hereinafter 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 **Yuma Agricultural Center, 6425 W. 8th Street Yuma, AZ 85364.**

Or the **Yuma Mesa Agricultural Center, County 15th St. and Ave. A, Yuma AZ 85364.**

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

This agreement shall be in effect from planting date:

to ending date:

**Please detail UNIVERSITY and USER responsibilities
on the attached Crop Production Responsibility sheet.**

USER shall pay UNIVERSITY the following total amount:

\$

Payments are due as follows:

\$

Date:

Balance due halfway through project:

\$

Date:

**Checks shall be made payable to “THE UNIVERSITY OF ARIZONA” and mailed to:
Yuma Agricultural Center, 6425 W. 8th St., Yuma AZ 85364
ATTN: Ruben Gonzalez**

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 any dispute arising under this Agreement involving the sum of **Fifty Thousand Dollars (\$50,000)** or less in money damages only shall be resolved by arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) shall be final.

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, or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify other party(ies) 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 this 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 the 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, which 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 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. THIS CONTRACT SHALL NOT BE BINDING UNTIL SIGNED BY THE CONTRACTING OFFICE OF THE ARIZONA BOARD OF REGENTS on behalf of THE UNIVERSITY OF ARIZONA.

Approved by:

Resident Director

Date:

Approved and Authorized by:

Contracting Officer

Date:

USER NAME: (Company or individual) *please type*

USER ADDRESS:

PHONE:

FAX:

CONTACT PERSON:

Name

Signature

Please make note: The University of Arizona Contracting Office will not accept this contract without a **hard copy of your current insurance, naming the "abr" and "ua" as additional insureds.**

'MSDS' sheets must also be sent with this contract, or the Contracting Office will return the entire contract to the Yuma Ag Center. Please call Kurt Nolte if you have questions (928) 782-3836.

CROP PRODUCTION RESPONSIBILITY

<i>Procedures</i>	<i>Remarks</i>	RESPONSIBILITY	
		<i>Project leader</i>	<i>Farm</i>
FIELD PREP			
Land Prep			
Planting			
Seed cost			
Cultivations			
Thinning			
IRRIGATIONS			
Sprinklers			
Labor			
Water cost			
Furrow			
CHEMICALS			
Fertilizers			
Insecticides			
Herbicides			
Fungicides			
HARVEST			
Equipment			
Labor			
<u>ADDITIONAL REMARKS:</u>			
<i>Farm Manager/Yuma Ag Center</i>		<i>Project Leader</i>	