

## **CONTRACTING OFFICE INSTRUCTIONS**

1. Fill out form and make 2 copies.
2. Send to the Company that is loaning equipment to the University and ask them to sign and return both copies to your Department.
3. Obtain the signature of your Department Head where indicated on page 4 of the Agreement.
4. Send both copies to the Contracting Office for signature.
5. After the Agreement has been signed for the University, we will return one copy of the Agreement to you to return to the Company. The Contracting Office will keep the other copy of the signed Agreement.
6. If you have any questions, please call (520) 626-3919.

FORM #101A 4/15/2002

Revised: 1-01-11

**AGREEMENT FOR THE LOAN OF EQUIPMENT  
TO THE UNIVERSITY OF ARIZONA**

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

\_\_\_\_\_

(name and address)

(hereinafter Company.)

Whereas Company owns Equipment as listed on Exhibit A, attached to and incorporated into this Agreement, and desires to loan Equipment to the following University Department:

\_\_\_\_\_

for the following purpose(s):

\_\_\_\_\_

\_\_\_\_\_

Whereas University desires to use Equipment for the purpose(s) stated above.

Therefore, Equipment listed on Exhibit A is hereby loaned to University at no cost with the following conditions:

1. Equipment shall remain the property of Company.
  
2. Company shall furnish the following certifications of insurance prior to the commencement of the contract:
  - Commercial General Liability in the amount of \$2,000,000 Combined Single Limit each occurrence;

- Automobile Liability in the amount of \$1,000,000 Combined Single Limit each occurrence;
- **The State of Arizona, the Arizona Board of Regents and The University of Arizona shall be named as additional insured on both of these insurance certificates.**

3. While Equipment is on loan to University, including the period of time Equipment is in transit to and from University (except when transported by Company), University shall exercise reasonable care to assure the security of Equipment and shall be responsible for loss of or damage to Equipment. University's insurance coverage for loss of or damage to Equipment shall be considered secondary to any insurance coverage available to Company. It is understood that the University's liability shall not exceed the coverage, which it is provided through its participation in the Arizona State Risk Management Program.

4. This Agreement shall remain in effect for the anticipated loan period \_\_\_\_\_, 200\_\_ through \_\_\_\_\_, 200\_\_. Any extension of this Agreement must be acknowledged in writing by both parties.

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

6. 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.

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

ARIZONA BOARD OF REGENTS  
ON BEHALF OF THE UNIVERSITY OF ARIZONA

COMPANY:  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

University Department which will receive Equipment:

Name of Department:

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Approval by Dept. Head:

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(Signature)

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(Date)

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(Typed Name)

EXHIBIT A

LIST OF EQUIPMENT

Make	Model	Serial #	Estimated Current Value
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Location of Equipment while at University: