

## **CONTRACTING OFFICE INSTRUCTIONS**

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

FORM #101B 1/15/2004  
Revised: 1-01-11

**AGREEMENT FOR THE LOAN OF EMPLOYEE-OWNED 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 Employee.)

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

\_\_\_\_\_  
to be used solely in the performance of Employee's duties.

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 Employee.
2. Equipment shall be in the control of University.
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 Employee,) 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 Employee. 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 commence on \_\_\_\_\_, 200\_\_ and shall terminate upon removal of Equipment by Employee or upon written termination of this Agreement by University or Employee. Upon termination of this Agreement, Employee shall remove Equipment from University at no cost to University.
5. 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.

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

8. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Opportunity, Non-Discrimination, and Immigration.

ARIZONA BOARD OF REGENTS ON BEHALF  
OF THE UNIVERSITY OF ARIZONA

EMPLOYEE (Print Name):

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Employee Signature)

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

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

University Department which will receive Equipment:

Name of Department:

\_\_\_\_\_

Approval by Dept. Head:

\_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed Name)

EXHIBIT A

LIST OF EQUIPMENT

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