

**INSTRUCTIONS**  
**Loan of Equipment – Insurance Required**  
**Form 101A**

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1. Fill out form.
2. Send the completed form to the Company that is loaning equipment to the University and ask them to obtain the necessary insurance as outlined in the Agreement, plus ask the Company to sign the agreement.
3. Request they return a signed agreement and submit the required insurance to your department.
4. Next, obtain the signature of your Department Head where indicated on page 3 of the Agreement.
5. Send the signed agreement and insurance to Contracting for approval and signature via email [contracting@fso.arizona.edu](mailto:contracting@fso.arizona.edu) or fax at 520-621-9847.
6. After the Agreement has been signed for the University, Contracting will email your department a fully executed agreement and request that you return a copy of the agreement to the Company.
7. If you have any questions, please call 520-621-9772.

**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

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(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:

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for the following purpose(s):

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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 certificates of insurance prior to the commencement of the Agreement:
  - 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 above certificates of insurance must name *The State of Arizona, the Arizona Board of Regents and The University of Arizona* as additional insured.**
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 \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_. Any extension of this Agreement must be acknowledged in writing by both parties. Either party may cancel this Agreement by giving the other party ten (10) days written notice.
5. Company reserves the right to recall Equipment at any time with ten (10) days written notice to University. Upon recall, Company shall remove Equipment from University at no cost to University.
6. The parties agree that University has no obligation to Company to lease, acquire or purchase Equipment.
7. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Nondiscrimination, and immigration.
8. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.
9. 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

*Approval by Dept. Head:*

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT A

LIST OF EQUIPMENT

<b>Make</b>	<b>Model</b>	<b>Serial #</b>	<b>Estimated Current Value</b>

Location of Equipment while at University:

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