

**INSTRUCTIONS**  
**Rental of Equipment**  
**Form 127**

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1. Fill out form.
2. Send to the completed forms to the Company that is renting equipment to the University and ask them to sign and return a signed agreement to your Department.
3. Obtain the signature of your Department Head where indicated on page 2 of the Agreement.
4. Send the signed agreement to Contracting for signature via email at [contracting@fso.arizona.edu](mailto:contracting@fso.arizona.edu) or fax at 520-621-9847.
5. 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.
6. If you have any questions, please call 520-621-9772.

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

This Rental 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 rent Equipment to the following University Department:

\_\_\_\_\_ for the following purpose(s):

\_\_\_\_\_

at the following cost:\_\_\_\_\_.

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

Therefore, Equipment listed on Exhibit A is hereby rented to University under the following conditions:

1. Equipment shall remain the property of Company.
2. While Equipment is being rented by University, University shall exercise reasonable care to assure the security of Equipment and shall be responsible for loss of or damage to Equipment beyond reasonable wear and tear. 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.
3. This Agreement shall remain in effect for the anticipated rental period \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_, through \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_. Either party may cancel this Agreement by giving the other party thirty (30) days written notice.
4. The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Nondiscrimination, and Immigration.
5. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

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3/9/06

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- 6. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
- 7. As required by ARS §§ 35-393 to 35-393.01, Company certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Agreement.<sup>1</sup>
- 8. The Company agrees to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the Agreement. In addition, the Company agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to Arizona Revised Statute § 35-214.

ARIZONA BOARD OF REGENTS  
ON BEHALF OF THE UNIVERSITY OF ARIZONA

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

\_\_\_\_\_

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

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

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

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

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

University Department which will receive Equipment:

Name of Department: \_\_\_\_\_

Approval by Dept. Head: \_\_\_\_\_

(Signature)

(Typed Name)

(Date)

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<sup>1</sup> Unless and until the District Court's injunction in *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. 35-393.01 (A)) is unenforceable and the State will take no action to enforce it. This provision (Participation in Boycott of Israel) is not a mandatory part of the Agreement as long as the injunction remains in place.

**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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