

**FORM #114**

**FLYOVER AGREEMENT**

This agreement is entered into between the Arizona Board of Regents on behalf of the University of Arizona (hereinafter **UNIVERSITY**) and:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ FAX # \_\_\_\_\_ (hereinafter **COMPANY**).

**COMPANY** desires to perform flyover testing at the University of Arizona, Maricopa Agricultural Center and **UNIVERSITY** agrees to such tests under the following conditions:

This agreement shall be in effect from \_\_\_\_\_  
to \_\_\_\_\_.

The parties agree to the terms of Attachments A, B, and C, which are attached hereto and incorporated into this Agreement.

**COMPANY** hereby states that the following aircraft will be used in the performance of this Agreement:

Aircraft (s) Make/Model: \_\_\_\_\_

Aircraft (s) Identification Number (s): \_\_\_\_\_

Aircraft leased by (if applicable): \_\_\_\_\_

**COMPANY** will use in the performance of this Agreement the following:

Company-owned vehicles	Yes ___	No ___
Hired or rented vehicles	Yes ___	No ___

For the services provided by **UNIVERSITY**, **COMPANY** shall pay **UNIVERSITY** the following amount (s):

Amount: \_\_\_\_\_ Date Due: \_\_\_\_\_

Amount: \_\_\_\_\_ Date Due: \_\_\_\_\_

Payment (s) shall be made by check payable to *The University of Arizona* and sent to:

**37860 W. Smith-Enke Road  
Maricopa, AZ. 85239  
ATTN: Maggie Quail**

**COMPANY** shall indemnify, defend, and save harmless the State of Arizona, Arizona Board of Regents and The University of Arizona from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property of for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of **COMPANY**, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of **COMPANY** and/or its subcontractors or claims under similar such laws and obligations. **COMPANY's** obligation under this Section shall not extend to any liability caused by the sole negligence of the **UNIVERSITY** or its employees.

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

The parties agree that any dispute arising under this agreement involving the sum of \$30,000 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.

The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.

Either party may cancel this Agreement without cause upon giving the other party thirty (30) days notice.

By: _____ Robert L. Roth Resident Director  Date: _____
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APPROVED and AUTHORIZED BY: _____ Contracting Officer for ARIZONA BOARD OF REGENTS on behalf of THE UNIVERSITY OF ARIZONA  Date: _____
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(Please type all information) USER'S NAME: _____ _____ (Company of Individual Name)  USER'S ADDRESS: _____ _____ _____  CONTACT PERSON: _____  PLEASE PRINT OR TYPE NAME _____  (Signature) Date: _____
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## **EXHIBIT A**

### **INSURANCE REQUIREMENTS**

The following insurance (s) are required prior to the signing of the Agreement:

Aircraft Liability Insurance in the amount of \$1.0 million per occurrence. This is to be submitted by any and all companies furnishing aircraft (s) to be used in the performance of this Agreement.

If **Company** will be driving any **Company**-owned vehicles on University property, Automobile Liability Insurance in the amount of \$1.0 million per occurrence is required.

**Prior to the signing of the agreement**, a current acceptable insurance certificate (s) must be attached to the Agreement. The certificate must contain an original signature from the insurance agency. **FACSIMILE COPIES ARE NOT ACCEPTABLE.**

