**Facilities/Equipment Use Agreement**

This Agreement is made between.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“USER”) and Montana State University – Bozeman (“MSU”), concerning the use of the following facilities/equipment:

In consideration for permission to use the facilities/equipment, the USER agrees to comply with the following terms and conditions:

1. The USER will pay the following rates for the use of the facilities/equipment:
2. The USER will reimburse MSU for any and all damages caused to the facilities/equipment, including but not limited to any damage, clean-up, or hazardous waste related expenses, including disposal, shipping, damages, and/or penalties imposed as a result of its use.
3. The parties agree that the USER, its agents and employees are not agents or employees of Montana State University. The USER will be solely responsible and will assume full responsibility for the actions and omissions of its agents and employees when using MSU facilities/equipment. USER is solely responsible for worker’s compensation coverage of its employees. Nothing in this Agreement, express, implied or otherwise, is intended to confer on any person other than the parties hereto or their permitted assigns, any benefits, rights or remedies.
4. The USER assumes all responsibility and liability for the requested use and agrees to defend, indemnify and save harmless the State of Montana, the University, its elected and appointed officials, agents, and employees from and against all claims, liabilities, demands, causes of action and judgements, of any kind or character, including the cost of defense and attorney fees, caused, in whole or in part, by the USER and its employees or agents, including damage to property, personal injury, bodily injury, death, or financial loss arising from use of the facilities/equipment.
5. The USER agrees to obtain and maintain Commercial General Liability insurance including bodily injury, personal injury and property damage, with combined single limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate; and if applicable, Workers’ Compensation with statutory limits. The coverage shall be occurrence coverage with the State of Montana and Montana State University named as Certificate Holder and endorsed to the Client’s insurance policy as an Additional Insured. The university reserves the right to require other types of coverages and limits, depending upon the nature of the use. The USER will provide MSU with proof of such insurance at the time of entering into this Agreement and will name MSU as an additional insured.
6. The USER will comply with any applicable state, federal, or university regulations pertaining to the use of hazardous materials, controlled substances, or genetically altered materials and will defend, indemnify and hold MSU harmless from any damages, penalties, or other claims made as a result of the USER’s failure to comply.
7. The USER agrees not to disrupt academic, laboratory or research programs of the university while using the facilities/equipment. Disruption of university activities will result in immediate withdrawal of permission to use the facilities/equipment.
8. The USER will be solely responsible for its activities while using University facilities/equipment and agrees to use the equipment at its own risk. MSU makes no warranties or guaranties regarding the suitability for a particular purpose or the accuracy of the equipment to be used under this Agreement. To the extent allowable by law, MSU shall have no liability for any damages resulting from the use of the facilities/equipment by the USER.
9. The USER acknowledges that facilities/equipment made available to USER under this Agreement may be used by university employees, students and other permitted users. To the extent facilities/equipment may be used by other users, USER is solely responsible to assure that USER’s activities do not interfere with university users.
10. The USER agrees not to allow anyone other than the users expressly approved by the university to use the facilities/equipment. USER also agrees that USER is solely responsible for protection of any of its confidential or proprietary information. MSU shall have no liability for any damages resulting from disturbance of USER’s research activities or any disclosure or misappropriation of USER’s confidential or proprietary information.
11. This Agreement constitutes the entire understanding between the parties and neither party shall be obligated by any condition or representation other than those expressly stated herein or as may be otherwise agreed to by the parties in writing. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, illegal, or unenforceable, and such holding is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intention of the Parties.
12. No waiver by MSU of any breach or default of this Agreement’s terms shall be deemed a waiver as to any subsequent and/or similar breach or default.
13. The interpretation and application of the provisions of this Agreement shall be governed by the laws of the State of Montana. The parties agree that, in the event of a legal dispute concerning this Agreement, exclusive jurisdiction and venue shall be in the state and federal courts of the State of Montana.
14. This Agreement shall become effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and will remain in effect until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**USER**

User Signature:

User Printed Name:

Date:

**Montana State University**

Department Head Signature: Click or tap here to enter text.

Department Head Printed Name:

Date:

Signature:

Leslie Schmidt, Associate Vice President of Research

Date: