

INDEMNIFICATION CERTIFICATION

For use of University of Utah- College of Engineering Equipment & Facilities
by Non-University Personnel

U. of U. Facility (department & facility name): _____

Services Requested by (company name): _____

Billing address: _____

Purchase Order # _____

Description of work to be done:

Requester (user): _____ Title: _____ Date: _____

Limited access to the designated University facility is hereby granted:

Facility Coordinator: _____ Title: _____ Date: _____
(faculty or staff member)

Chair or Dean: _____ Title: _____ Date: _____

During the course of performing the aforementioned services, non-University of Utah personnel may perform work on University equipment and in University facilities either alone or in conjunction with University personnel. The following certification by an authorized representative of the requester of services, represents to the University that:

1. the non-University employees are familiar with necessary safety precautions to be followed while working in this University facility and such precautions will be utilized;
2. the requester for services will be responsible for repair or replacement of any equipment or facility damaged in performance of this project if such damage was the result of improper use by requester personnel or their clients;
3. non-University of Utah research personnel are covered by their employer's Workers Compensation and Employees' Liability Insurance, and a certificate of insurance will be provided evidencing their employer's comprehensive general liability insurance;
4. the requester and all their employees and client personnel agree to release, waive, covenant not to sue, hold harmless and indemnify the University, its employees, agents and students from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury including death, that may be sustained by non-University of Utah personnel or loss or damage to any property belonging to said personnel arising out of these activities, regardless of fault;
5. the requester agrees to notify all employees and clients (visiting the University) of the above, fully binding terms and not allow any employee or client on University of Utah property until said employee has agreed in writing;
6. the requester agrees that the site of any lawsuit arising out of or related to the course of performing aforementioned services shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law. The requester agrees to pay any attorney fees or costs incurred by the University in enforcing this agreement and that if any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

Certifying Official of the non-University entity:

Name: _____ Title: _____ Date: _____