|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **FFor Internal Use Only****Depts must provide:** |  |  | **For Internal Use Only****OES must provide:** |  |
| **ESAF #** |  |  | **OES Contract #** |  |
| **Chart/Field Account No.** | **-     -** |  | **Analyst** |  |
| **Customer ID #** |  |  |  |  |



LAB USE AGREEMENT

(Individual Use)

 In consideration of being allowed to use University lab facilities and equipment, I, the undersigned, acknowledge, appreciate, and agree to the following:

1. I agree to review the applicable Laboratory Safety Plan prior to using the facilities and equipment and to follow all rules and directions from University personnel regarding use of the facilities and equipment.

**2.** I agree to pay the applicable fee, if any, on the attached fee schedule, plus any sale or use tax, if applicable. I understand that the University may terminate immediately my right to use the facilities and equipment if I fail to pay the applicable fee or if I fail to observe any rules or directions of University personnel in charge of the facilities and equipment. I understand that my use of the facilities and equipment is subject to availability at the sole discretion of the University. I further agree to leave and remove all of my personal property when asked to do so.

**3.** I, and not the University, am responsible for loss of or damage to any of my personal property within the University facility or on University property.

**4.** **I UNDERSTAND AND AGREE THAT THE UNIVERSITY DISCLAIMS AND EXCLUDES ALL WARRANTIES CONCERNING UNIVERSITY EQUIPMENT AND FACILITIES AND THAT THE UNIVERSITY DOES NOT GUARANTEE THE ACCURACY OF ANY TEST RESULTS OR OTHER PROCESSES I MAY OBTAIN FROM USING UNIVERSITY EQUIPMENT AND FACILITIES. THE UNIVERSITY’S TOTAL LIABILITY AND MY EXCLUSIVE REMEDY FOR THE UNIVERSITY’S INABILITY OR FAILURE TO PROVIDE THE FACILITIES AND EQUIPMENT OR FOR ANY OTHER CLAIM WHATSOEVER ARISING UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY ME FOR SUCH USE.**

**5.** I agree to pay the costs to replace or repair any equipment or other University or third-party property I damage and otherwise agree to be personally liable for my own acts.

**6. I AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE UNIVERSITY FROM ANY AND ALL CLAIMS ARISING OUT OF MY USE OF THE UNIVERSITY FACILITIES AND EQUIPMENT, EXCEPT TO THE EXTENT SUCH CLAIMS RESULT FROM the intentional, willfull, or wanton acts of the University**

**7.** **I AM FAMILIAR WITH THE FACILITIES AND EQUIPMENT I WILL BE USING. I HAVE SUFFICIENT TRAINING AND/OR EXPERIENCE WITH SUCH FACILITIES AND EQUIPMENT. I UNDERSTAND, APPRECIATE, AND ACKNOWLEDGE THERE IS A RISK OF INJURY FROM USING THE UNIVERSITY FACILITIES AND EQUIPMENT, INCLUDING THE POTENTIAL FOR SERIOUS INJURY AND DEATH.**

**8.** **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY or others, and assume full responsibility for my use of the FACILITIES AND Equipment.**

**9.** **I, ON BEHALF OF MYSELF, MY representatives and next of kin, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE REGENTS OF THE UNIVERSITY OF MINNESOTA, their officers, officials, agents and/or employees (“RELEASEES”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY OR OTHERWISE, to the fullest extent permitted by law.**

10. I HAVE READ THIS RELEASE OF LIABILITY FOR USE OF FACILITIES AND EQUIPMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

**11.** I certify that I have health and/or accident insurance coverage that will cover any personal injury that I may sustain while using University facilities and equipment, and I agree to provide proof of such insurance upon request.

I, the undersigned, am either at least eighteen (18) years of age and competent to sign on my own behalf, or not at least eighteen (18), but have had my parent or guardian also sign. I have read carefully and understand and agree to the terms and conditions of this agreement and release.

**LAB USER’S SIGNATURE**

By:

Name:

Address:

Phone Number:

Date:

**NOTICE**

Individuals under 18 years of age must have this agreement co-signed by their parent or guardian.

This is to certify that I, as parent/guardian with legal responsibility for this individual, do consent and agree to the release as provided above, and for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the University from any and all liabilities incident to my minor child’s involvement as an individual using University laboratory facilities and equipment, EVEN IF ARISING FROM THE NEGLIGENCE OF THE UNIVERSITY, to the fullest extent permitted by law.

**PARENT/GUARDIAN SIGNATURE**

By:

Name:

Address:

Phone Number:

Date:



# [Note: This Page Is For Internal Use Only]

 **LAB SUPERVISOR, PI, AND/OR DEPARTMENT HEAD:** Please sign below to indicate your approval of the Individual (named on the attached Individual Commercial Lab Use Agreement) to use your lab facilities.

Recommended: By:

 Name:

 Title:

 Date:

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

 Name:

 Title:

 Date:

**EXHIBIT A**

**APPLICABLE FEE SCHEDULE**

**(Attached)**

**(Note that sales and use taxes will be added, if applicable.)**