



Educational User Agreement (non-U of U)

Terms of Use:

Approval for each educational use (long- or short-term) must be obtained from the Station Director. Application materials will note planned instructional activities, course topics, numbers of students, and other pertinent information.

Access to the Station is restricted to those individuals teaching or officially enrolled in the scheduled class. Any exceptions must be cleared with Station Director ahead of time.

All instructors should check in and check out with on-site station manager.

Upon arrival at the Station, all instructors must undergo a brief orientation to become familiar with the general living and instructional areas and layout of the Station, as well as safety concerns and emergency protocols. In addition, the orientation will review preferred practices for garbage and recycling disposal, water use, and other expectations. Instructors are then responsible for properly orienting students and ensuring their compliance.

All education activities must be planned to minimize impact on the environment and “leave no trace” in order to protect wildlife and fragile desert soils and vegetation. Outdoor activities should be organized to maximize use of established trails and group-use areas. Participants must stay clear of research plots and not disturb flagging, equipment and other research materials. Motorized vehicles are restricted to the main road and should not leave it without special authorizations.

If any class will gather or collect natural materials (soil, plants, insects, etc.), instructors must obtain any necessary state and/or federal collecting permits. Several areas will be set aside for classes conducting experiments and otherwise manipulating vegetation, ground, or animals. Collection of small hand samples of rocks (that may be carried easily by hand by one person) is allowed for teaching purposes, but excavations utilizing power tools or removal of large rocks requiring vehicles or heavy equipment must have the prior approval of the Station Director. Collection of rock samples and hammering of outcrop faces should be kept to a minimum and should be done in areas away from normal public activities at the Station.

Collection of vertebrate fossils or archeological materials (such as artifacts or parts of ancient structures) is not allowed, and the location of any new discoveries of this nature should be brought to the attention of the Station Director immediately.

Classes that make use of adjacent BLM land must follow appropriate land-use regulations, and as necessary, obtain BLM permits in advance for research and/or manipulation experiments.

The field station entry gate must be kept closed.



Bonderman Field Station at Rio Mesa
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No overnight camping will be permitted outside the designated campground area at the Station, or within the existing residential complex.

Pets/Animals are not permitted at the field station, except by special permission by the Station Director.

No fires are permitted at the field station away from the designated fire pits at the campground facility and adjacent to Dalton House. Evening fires are restricted to established fire pits and only at those times of the year when fire is not a danger. The Caretaker and Station Director will let visitors know if a campfire is allowed and where; they will also ensure that this policy is enforced.

Smoking at the station is only permitted in immediate vicinity of fire pits because of the potential fire danger.

No firearms are permitted at the Station, except as expressly allowed by State of Utah law and University Policy.

The Station is closed to hunting.

Littering is prohibited — please remove all trash.

Users must recognize that the Station serves multiple functions. As appropriate they should recognize that others associated with teaching, outreach or other activities may pass through the area in which research/educational activity is being conducted.

Indemnification

The User shall hold harmless, defend and indemnify the University of Utah and its officers, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by User, (b) User's use of University premises, or (c) any act, error, or omission on the part of the User, or its agents, employees, invitees, participants or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the University of Utah, its officers, employees or agents. User agrees to have all participants (or legal guardian, in case of minors) sign a waiver of liability and indemnification agreement.



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Insurance

User shall maintain Commercial General Liability insurance with per occurrence limits of at least \$1,000,000 and general aggregate limits of at least \$2,000,000. User shall also maintain, if applicable to User's operations or performance of this contract, Cyber Liability, Professional Liability, Liquor Liability, Aircraft Liability and/or Business Automobile Liability insurance covering User's owned, non-owned and hired motor vehicles with liability limits of at least \$1,000,000 per occurrence. Such insurance policies shall be endorsed to be primary and not contributing to any other insurance maintained by the University.

The User's insurance carriers and policy provisions must be acceptable to the University's Risk and Insurance Manager and remain in effect for the duration of the Contract. The University of Utah shall be named as an additional insured on the Commercial General Liability insurance policies by endorsement.

The User shall submit certificates of insurance as evidence of the above required insurance to the University contact designated in this Contract prior to the commencement of this Contract. Such insurance certificates shall indicate that the University will be given thirty (30) calendar days written notice prior to the cancellation of coverage. User shall indemnify and hold the University of Utah harmless from any claims which may arise as a result of Users failure to maintain or provide evidence of the insurance coverages required herein.

University of Utah Minors Policy

User agrees to comply with the U of U Policy 1-015 Safety of Minors Participating in University Programs or Programs Held on University Premises (see <http://regulations.utah.edu/general/1-015.php>) and all applicable related rules and procedures, including but not limited to registering the program and obtaining required background checks and training for adults working with children. Any concerns about any misconduct in connection with the Event must be reported to the University's Office of Equal Opportunity and Affirmative Action at (801)-581-8365.

By signing below, I agree to terms of user agreement.

Printed Name / User Organization

Date

Signature

Course Title/Number