***UCSC UNMANNED AIRCRAFT SYSTMES USE PERMIT***

***SECTION 1: ACTIVITY SUMMARY***

**FOR USE OF UCSC FACILITIES BY OUTSIDE ORGANIZATIONS/GROUPS**

***To be provided by Outside Organization to sponsoring UCSC department***

**Name of Outside Organization/Group:**

**(“Applicant”, same name as insured party)**

**Contact Name:**

**Contact Phone & Email:**

**Address:**

**Name of Activity:**

**Date(s) of Activity:**

**Sponsoring UCSC Dept. (“Sponsor”):**

**Sponsoring Dept. Contact Name:**

**Sponsoring Dept. Contact Phone & Email:**

**UCSC Campus Area(s) to be used:**

**DESCRIPTION OF INTENDED ACTIVITIES**

Please provide a description of the activity -

* Number of anticipated participants:
* Time window of activity:
* Description of flight activities:
* Facilities requirements:

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***SECTION 2: PERMIT REQUIREMENTS***

**FOR USE OF CAMPUS FACILITIES BY OUTSIDE ORGANIZATIONS/GROUPS**

1. **INDEMNIFICATION AND HOLD HARMLESS**

APPLICANT shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the use of any university facilities including the failure to comply with any and all applicable county, state and federal laws and regulation and the above captioned activity/event, except for such liability, loss, expense or claims that result from the sole negligence of UCSC, its officers, agents and/or employees.

1. **TERMS AND CONDITIONS**
2. Insurance Coverage and Limit Requirements. All 3rd Party UAS Operators, including on behalf of the University or other users of campus space, must have aviation coverage liability insurance, with a preferred limit of $5 Mil. A lower limit may be acceptable depending on activity.

In addition to the limit that is provided by the UAS operator, a certificate of insurance along with a copy of the endorsement listing the following insurance clauses should be issued prior to commencement of services:

a. Name the University and its directors, officers, employees, servants and agents (collectively, the “Indemnified Parties” and individually, the “Indemnified Party”) as additional insureds, as their respective interests may appear

b. The operator’s insurance shall be primary without any right of contribution from any other insurance available to The University

c. Include a cross liability or severability of interests among Indemnified Parties, providing that the insurance shall operate in all respects as if a separate policy had been issued covering each party insured

d. Include a waiver of subrogation in favor of the Indemnified Parties.

e. The certificate of insurance shall also provide that, in the event of a cancellation or material restrictive change of the policy which would adversely affect the interest of the Indemnified Parties, the insurers agree to provide 30 days prior written notice to The University.

**General Liability:**

|  |  |
| --- | --- |
| General Liability – each occurrence | $1,000,000 |
| Damage to Rented Premises – each occurrence | $100,000 |
| Personal and Advertising Injury | $1,000,000 |
| Med Exp (Any one person) | $1,000 |
| General Aggregate | $2,000,000 |
| Products/Completed Operations | $1,000,000 |

Workers’ Compensation:Statutory Limits. Workers’ Compensation is only required if employees of the individual or organization will be on site during the event or activity

1. The Certificate of Insurance (COI): The COI must be provided to Sponsor no less than ten (10) business days prior to the first use of UCSC facilities. Electronic submittals are acceptable to: [**uas@ucsc.edu**](mailto:uas@ucsc.edu). The COI must:

a. Require advance written notice to the University in accordance with policy provisions, of any modification, change, or cancellation of any component of the insurance coverage;

b. Indicate that The Regents of the University of California are an additional insured except for Workers' Compensation Insurance;

c. Include certification that the General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects the University, its officers, agents and employees, and that any insurance or self-insurance maintained by the University shall be excess of and non-contributory with such insurance.

d. Name the Certificate Holder as The Regents of the University of California with the following address: **Risk Services, 1156 High Street, Santa Cruz CA 95064**.

e. Reference (a) the event or type of use of campus facilities, (b) the date(s) of such use or event.

1. Insurance for Vendors. All vendors of the APPLICANT that will be coming onto university property and providing a good or service to Applicant before, during or after the event or activity must also meet the University's insurance requirements as stated above. In addition, the APPLICANT must also be named as an additional insured in addition to The Regents of the University of California. The APPLICANT is responsible for ensuring that all certificates of insurance are submitted.
2. No Transfer or Assignment. This Permit is personal to APPLICANT. Any attempt to transfer or assign this Permit shall terminate it.
3. Permits and Regulations. APPLICANT shall be solely responsible for securing any required approvals, permits and authorizations from UCSC and any federal, state or local agencies to conduct the above-described event, and shall comply with all applicable laws, regulations University policies, and OPERS Facility Use Rules (if applicable). [See Addendum 1]. By signing this agreement, APPLICANT explicitly agrees to assume responsibility in the case that APPLICANT fails to comply with UCSC, federal, state and local laws and regulations. APPLICANT is responsible for determining necessity of seeking approval from any UCSC offices.
4. Accessibility. APPLICANT shall be responsible for all Accessibility accommodations.
5. Display Permits. APPLICANT shall be responsible for displaying a copy of all approved permits and certificates of insurance throughout the event.
6. No Interference. APPLICANT shall not interfere with the normal operation and activities of University, and APPLICANT shall conduct its activities at the above-described UCSC Facilities to minimize damage to the UCSC Facilities and inconvenience to the University, its agents, employees and invitees.
7. Repair and Restoration. If APPLICANT, its agents or contractors cause any damage to UCSC Facilities, or to the University’s, infrastructure or other property and improvements (collectively “Property”) in connection with the exercise of this Permit, APPLICANT shall repair and restore the UCSC Facilities and Property to their original condition following APPLICANT's use of the UCSC Facilities pursuant to this Permit. APPLICANT shall perform the repair and restoration required hereunder within twenty-four (24) hours of the expiration of this Permit. Should APPLICANT fail to perform any necessary repair and restoration as required herein, University reserves the right to perform such repair and restoration as University deems necessary in its sole and absolute judgment, and APPLICANT shall reimburse University in full for any and all expenses associated with such repair and restoration within five (5) business days of receipt of a written statement of such expenses from University. In the event that repair and restoration is performed following the termination of this Permit, the APPLICANT’s indemnity and insurance obligations described on the previous page shall continue until repair and restoration is completed as provided herein.
8. Breach and Cure. In the event that APPLICANT breaches any of its obligations under this Permit, University shall provide APPLICANT written or verbal notice specifying the nature of such breach, as soon as is practicable after the time of such breach. APPLICANT shall commence to cure such breach immediately upon such written or verbal notice. If APPLICANT fails to cure such breach within a reasonable time, as solely determined by University, then University shall have the right to terminate this Permit immediately by written or verbal notice of termination. University shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of APPLICANT’s obligations hereunder.
9. Survival Clause. Notwithstanding any other provisions of this Permit, the following provisions, and any other provisions necessary to their interpretation or enforcement, shall survive the expiration or termination of this Permit and shall remain in full force and effect and be binding upon the parties as applicable: paragraph (10), titled, "Repair and Restoration.”

APPLICANT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

(Authorized Signature), Title

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UCSC:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

(Real Estate Office), Title

Print name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_