

**East Carolina University
Unmanned Aircraft Operations Agreement**

Planned Use*: _____

Property: _____

Date of Use (the "Term"): _____

*Please complete Exhibit A, attached.

This Unmanned Aircraft Operations Agreement (the "Agreement") is entered into as of _____, 20__ (the "Effective Date") by and between East Carolina University (the "University") and _____ (the "Operator") for Operator's use of the Property in connection with the Planned Use. For good and valuable consideration, the receipt and sufficiency of which University and Operator hereby acknowledge, University and Operator agree:

1. University grants to Operator and, if applicable, its employees, contractors, agents, licensees the right to enter, remain on and occupy the Property during the Term with personnel and equipment for the Planned Use and undertaking related activities, a detailed description of which is attached hereto as Exhibit A.
2. Operator shall have access and egress from the Property and may place all necessary equipment on the Property. Upon the expiration of the Term or at any time prior, the Operator shall remove all its equipment from the Property.
3. University provides Operator with limited access to the Property for the Planned Use provided that the Property can be utilized without disrupting or preventing normal University activities. Notwithstanding the foregoing, access to and entry in employee and student offices; academic classrooms, laboratories, and lecture halls; and residence halls is specifically prohibited.
4. Notwithstanding this agreement, the day-to-day control, operation, use, and management of the Property remain the responsibility and function of the University and its staff. The University reserves the right to make final decisions relating to the use of the Property.
5. Should Planned Use prove disruptive to the operations and functions of University, Operator shall immediately cease operations until such time that Operator is able to satisfactorily demonstrate to University that it can proceed in a manner that is not disruptive to University.
6. Operator understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University rules and regulations. University reserves the right to have any individual associated with the Planned Use ejected from the Property for disrupting the operations and functions of University or for being offensive or derogatory to students, faculty, administrators, or guests of University.
7. Operator is responsible for, and shall obtain all permits and licenses, which are required by City, State and Federal law.
8. It is understood that Operator shall indemnify and save harmless the University, its Board of Trustees, officers, employees, agents and students from and against any and all claims, damages, or liability of any nature or character arising out of or by reason of the execution or performance or incidental to the Planned Use. The Operator shall at its sole cost and expense, maintain and have appropriate insurance to cover their activities during this event and will provide proof of such insurance, if requested. This provision shall survive termination of this Agreement.
9. The Operator shall be responsible for all equipment, merchandise and other personal property brought onto University property for the Planned Use. The University shall not be responsible for

any damage to or loss of any equipment, merchandise and other personal property belonging to the Operator, or any of its representatives, employees, agents or subcontractors.

10. Any notices from one Party to the other must be in writing and must be delivered by hand or by first class mail to the following addresses:

INSERT ADDRESS
INSERTADDRESS

11. This Agreement expresses the entire understanding between the Parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing.
12. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns. It is the intention of the Parties to this Agreement that no third parties shall have the benefit of or any rights under any of the provisions hereof.
13. This Agreement does not create an actual or apparent agency, joint venture, partnership, or employee and employer relationship between the parties.
14. This Agreement is governed by North Carolina law. Any action based on or relating to this agreement must be brought in a North Carolina state court of competent jurisdiction.
15. Failure of either Party to insist upon the strict performance of any term in this Agreement will not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, or other terms.
16. If any provision of this Agreement or the application of any term of provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or person or circumstances other than those as to which it is held invalid, or unenforceable, will not be effected and will continue in full force.

EAST CAROLINA UNIVERSITY

By:

Title: Vice Chancellor for Administration and Finance

Date:

OPERATOR

By:

Title:

Date:

Exhibit A Planned Use

Provide a detailed description of approved flight operations: