

SUU Unmanned Aerial System (UAS) Use Application
for University Owned UASs

Name of Operator: _____
SUU Department: _____
Operator's Address/City: _____
Operator's Phone: _____ Email: _____
UAS Make/Model/Description: _____
FAA Registration #: _____
Purpose of Operation: _____
Date(s) of Operation: _____
Time(s) of Operation: _____
Requested Location of Operation: _____

Please submit the following:

1. Description of flight plan, including operational area of flight. Please note that multiple flights per semester may be included on one flight plan. However, the Risk Management office must be notified of any changes to the flight plan.
2. Completed and Signed UAS (Drone) Use Application
3. Proof of Notification to Cedar City Regional Airport
4. Proof of purchase: UAS insurance under the SUU Aviation Insurance Policy.
5. FAA Authorization (COA, 333, or Remote Pilot in Command Certification(Part107))

SUU Unmanned Aerial System (UAS) Use Application
for UASs operated by Third Party Vendors

- Application must be submitted to humes@suu.edu at least ten (10) business days prior to planned flight.
- Operator must possess a copy of the approved application at all times during flight activity.
- SUU maintains the authority to suspend any activity deemed not in compliance or in the best interest of the University.

Name of Operator: _____
Company Name: _____
Operator's Address/City: _____
Operator's Phone: _____ Email: _____
SUU Contracting Department: _____
UAS Make/Model/Description: _____
FAA Registration #: _____
Purpose of Operation: _____
Date(s) of Operation: _____
Time(s) of Operation: _____
Requested Location of Operation: _____

Please submit the following:

1. Description of flight plan, including operational area of flight.
2. Completed and Signed UAS (Drone) Use Application
3. Completed and Signed UAS (Drone) Use Indemnification Agreement
4. Proof of Notification to Cedar City Regional Airport
5. FAA Authorization (SAC, COA, 333 Exemption or Remote Pilot in Command Certification (Part 107))
6. Certificate of Liability insurance \$1Million per occurrence and \$3 Million Aggregate listing Southern Utah University as additionally insured.
7. Additional insured endorsement.

SUU Unmanned Aerial System (UAS) Use Indemnification Agreement

This Agreement sets forth the terms between Southern Utah University, having an address at 351 West University Blvd. Cedar City Utah 84720 (the "University") and _____, having an address at _____ (the "Operator") with regard to the use of an Unmanned Aircraft System ("UAS") as described herein. RECITALS WHEREAS, the Operator wishes to have a UAS operated on University property; and WHEREAS, the Operator has received final approval from the University, dated _____, 20____, of Operator's UAS (Drone) Use Application and Agreement (the "Approved Application"); WHEREAS, the University is willing to allow the Operator to operate a UAS or cause to have a UAS operated on property owned or controlled by the University for the purposes defined herein; THEREFORE, in consideration of the mutual promises and benefits herein, the University and the Operator hereby agree to the following terms, responsibilities and conditions:

1. Purpose and Term. The University has approved Operator's use of the UAS on _____ (Date) between the hours of _____ and _____ for the sole purpose of _____ (the "Purposes").

This term may be extended by written approval of the University.

2. Responsibility of Operator. Operator agrees to abide by the following requirements of the University related to utilizing a UAS on the property of the University: (a) UAS Operator (the "Operator") shall provide evidence that minimum FAA pilot certification requirements have been met; (b) Operator shall provide the necessary site specific FAA authorization to commercially operate the UAS (Certificate of Authorization, Section 333 Exemption, Special Airworthiness Certificate, etc.), including a map of the area designated in the Certificate of Authorization; (c) Operator shall operate the UAS only on public areas of University property in the location(s) approved by the University in the Approved Application and in no other areas without the written consent of the University, which consent may be withheld in the University's sole discretion; (d) UAS shall weigh less than 55 pounds; (e) UAS must be registered with registration number appearing on the UAS; (f) UAS shall maintain a horizontal clearance of at least 15 feet from all buildings, people, stadiums, outdoor sporting events, and other obstacles; (g) Operator shall comply with visual flight rules; (h) Operator shall maintain a visual line of sight with the UAS; (i) Operator shall maintain an altitude at all times which is below 400 feet or such lower height required by the University; (j) Operator shall obtain written consent from any and all identifiable individuals appearing in photos or video obtained during UAS operation; (k) Operator certifies that UAS has been properly maintained per manufacturer's guidelines; (l) Operator shall ensure that the UAS has a fully charged battery prior to the flight; and (m) prior to use of the UAS on University property, the Operator guarantees the UAS will be operated only within the following conditions: (a) visibility of three (3) or more miles, (b) wind gusts not to exceed 35 MPH, and (c) ambient temperatures of between 0 and 110 degrees Fahrenheit. The Operator is responsible for contacting the Cedar City Regional Airport control tower prior to operating the UAS. Furthermore, Operator guarantees compliance with all FAA guidelines, regulations and statutes in effect at the time of the flight(s), as well as the University Policy 5.63 and all other applicable policies of the University. No images or photographs will be taken by Operator of the inside of any building or structure on University property.

3. Indemnification. The Operator shall defend, indemnify and hold harmless the State of Utah, the University, its Regents, officers, agents, employees and/or assigns, from any and all claims, demands, actions and causes of action against the University, whether groundless or not, in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of Operator's presence on University property and/or Operator's operation of the UAS pursuant to this Agreement or any of the results therefrom. This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred in connection with the defense of any and all such claims, demands, actions, or causes of action and shall survive the expiration or earlier termination of this Agreement.

4. Insurance Requirements for Third Party Vendors. The Operator will provide a certificate of insurance evidencing insurance which meets the following requirements: (a) Occurrence-based UAS Liability insurance with a minimum of \$1,000,000 in coverage per occurrence; (b) General Liability insurance with a minimum of \$1,000,000 in coverage per occurrence and \$3,000,000 in coverage in the aggregate; (c) Such policies shall name the State of Utah and Southern Utah University as an additional insureds; (d) Such policies shall include coverage for personal injury; (e) Such policies shall be primary, non-contributory, and contain waiver of subrogation language; and (f) Insured will provide the University with a minimum of 30 days' notice prior to cancellation of such policies.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of this _____ day of _____, 20____.

Southern Utah University (the University)

Signature:
Title:

Printed Name:
Date:

[_____] (the Operator)

Signature:
Title:

Printed Name:
Date: