**Private Property Access Agreement**

This private property access agreement (“Agreement”) is entered into as of the last day of signature below, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”), and The University of Tennessee on behalf of its Institute of Agriculture (“University”).

Owner agrees to grant University access to the Owner’s property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Property”) for the purpose of conducting a project entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”, funded by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Company”). Access to the Property will be restricted to employees from the University and Company.

Owner agrees to abide by all of the obligations *(for example Stewardship Obligations)* attached to this Agreement, and to follow all instructions and procedures in order to maintain a maximum level of safety. In addition, Owner agrees to be responsible for its acts and omissions in the performance of the study.

University will use Property with, and exercise, the same level of care it exercises when using properties it owns or that are otherwise under its control. University represents that it is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et seq., which covers certain tort liability for actual damages of up to $300,000 per claimant and $1,000,000 per occurrence. Agreement shall be governed by the State of Tennessee, which provides that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.

This right of private property access is granted for the period from \_\_\_\_\_ to \_\_\_\_\_\_\_. Either party may terminate this Agreement at any time, with thirty (30) days prior written notice to the other party.

This Agreement constitutes the entire understanding between the parties with respect to private property access by University, and supersedes all other agreements, whether written or oral, between the parties. The parties affirm that the individuals signing this Agreement have been granted authority to do so, and that they will comply with all the terms and conditions of this Agreement.

**Owner: The University of Tennessee**

Name/Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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