

BIG BEND REMOTE OBSERVATORIES

Telescope Hosting and Customer Equipment Agreement

This Telescope Hosting and Customer Equipment Agreement (“Agreement”) is entered into by and between **Big Bend Remote Observatories** (“BBRO,” “Company,” “we,” “us,” or “our”) and the customer (“Customer,” “you,” or “your”) signing below.

This Agreement is intended to outline the expectations, responsibilities, and terms for hosting Customer-owned telescope equipment at BBRO’s remote observatory facility.

BBRO provides remote telescope hosting services in a dark-sky environment near Terlingua, Texas. Customer wishes to place Customer-owned astronomical equipment at BBRO for remote use, and BBRO agrees to host that equipment subject to the terms of this Agreement.

1. Purpose of This Agreement

The purpose of this Agreement is to make sure both BBRO and Customer have a clear understanding of the relationship of the parties.

BBRO will provide a remote hosting location and related observatory infrastructure for Customer’s telescope system. Customer will continue to own and be responsible for Customer’s equipment.

This Agreement addresses topics such as equipment ownership, installation, monthly hosting, remote operation, insurance, payment, site access, support, removal of equipment, and risk allocation.

2. Services Provided by BBRO

BBRO provides remote telescope hosting services. Depending on pier assignment, and any written other agreement between the parties, BBRO may provide:

1. A designated pier or hosting location;
2. Observatory building space;
3. Electrical power access;
4. Internet or network access;
5. Roof operation and weather-based observatory management;
6. Basic site monitoring;
7. Reasonable installation assistance;
8. Reasonable on-site support;
9. Emergency intervention when needed to protect people, property, equipment, or observatory operations;
10. Other related services as agreed in writing.

BBRO’s role is to provide the hosting environment and reasonable support.

Customer understands that remote telescope hosting depends on many factors outside BBRO’s control, including weather, equipment reliability, customer software, internet service, utility service, and the normal risks of remote equipment operation.

BBRO does not guarantee uninterrupted imaging, perfect weather, continuous power, continuous internet access, specific sky conditions, specific image quality, or any particular imaging result.

3. Customer-Owned Equipment

All telescope equipment, mounts, cameras, computers, accessories, and related items provided by Customer remain Customer's property.

Customer is responsible for selecting, purchasing, configuring, maintaining, insuring, repairing, and replacing Customer's own equipment unless BBRO separately agrees in writing to provide a specific paid service.

Customer's equipment may include, but is not limited to:

1. Telescope optical tubes;
2. Mounts;
3. Cameras;
4. Filter wheels;
5. Focusers;
6. Rotators;
7. Guide cameras and guide scopes;
8. Computers, mini PCs, ASI AIR units, or similar controllers;
9. Power distribution devices;
10. Dew heaters;
11. Cables and adapters;
12. Network devices;
13. Mounting hardware;
14. Any other accessories or related equipment.

Customer agrees to provide BBRO with a complete equipment list before installation, including serial numbers when available, estimated equipment value, photographs if available, and any special handling or setup instructions.

BBRO may photograph or document Customer's equipment before, during, and after installation for installation records, support, condition documentation, insurance documentation, and dispute prevention.

4. Equipment Condition and Suitability

Customer represents that the equipment delivered to BBRO is safe, functional, suitable for remote operation, and appropriate for use in a shared observatory environment.

Customer understands that astronomical equipment is sensitive and can be affected by shipping, handling, installation, software issues, firmware issues, mechanical issues, environmental exposure, cable strain, user error, wear and tear, and other factors.

BBRO may decline to install, power, connect, operate, or continue hosting any equipment that BBRO, in its sole discretion, determines is unsafe, unsuitable, unreliable, incompatible, oversized, improperly configured, or likely to interfere with BBRO's facility or another customer's equipment.

If BBRO determines that Customer's equipment requires additional parts, adapters, repairs, configuration, replacement components, third-party support, or unusual labor before it can be safely hosted, Customer will be responsible for those costs unless otherwise agreed in writing.

5. Installation and Setup

Customer authorizes BBRO to receive, unpack, inspect, assemble, mount, balance, cable, connect, power, configure, test, polar align, troubleshoot, and otherwise prepare Customer's equipment for hosting.

BBRO will use reasonable care when handling and installing Customer's equipment. However, Customer understands that installation and setup of telescope systems involves some inherent risk. These risks may include, but are not limited to, mechanical fitment issues, stripped threads, cable damage, connector issues, balance problems, mount movement, software problems, power issues, configuration issues, and equipment incompatibility.

Customer agrees that BBRO is not responsible for pre-existing defects, hidden damage, manufacturer defects, customer configuration issues, shipping damage, missing parts, equipment incompatibility, or normal wear and tear.

Installation fees, onboarding fees, reservation fees, labor fees, and custom setup fees are separate from monthly hosting fees unless BBRO states otherwise in writing.

6. Remote Operation

Customer is generally responsible for remotely operating Customer's own telescope system unless BBRO separately agrees in writing to provide operational services.

Customer agrees to operate equipment carefully and responsibly. Customer shall not command or configure equipment in a way that may damage BBRO property, the observatory roof, another customer's equipment, BBRO's electrical systems, BBRO's network, or Customer's own equipment.

BBRO, in its sole discretion, may disable or remove Customer's equipment in the event that Customer's equipment poses a risk of damage to BBRO's property, systems, another customer's equipment or Customer's own equipment.

Customer understands that remote telescope operation can involve risks such as mount collisions, cable snags, failed slews, software crashes, power failures, failed parking, roof closure conflicts, failed sequences, and other equipment or software issues.

BBRO may intervene or assume control of Customer's equipment when BBRO in its sole discretion believes intervention is necessary to protect people, property, the observatory, Customer's equipment, another customer's equipment, or BBRO's operations. This may include, but is not limited to, parking a mount, powering equipment down, disconnecting equipment, moving equipment, closing the roof, covering equipment, or taking other reasonable protective action.

BBRO is not responsible for lost imaging time, missed imaging opportunities, failed exposures, lost data, incomplete sequences, or similar losses caused by weather, safety decisions, equipment problems, power issues, internet issues, software problems, roof closures, or other operational interruptions.

7. Roof Operations and Weather Decisions

BBRO has sole authority over roof opening and closing decisions.

BBRO may keep the observatory roof closed, delay opening, close early, or suspend operations for any reason BBRO believes is appropriate, including but not limited to clouds, rain, humidity, dew, wind, dust, lightning, storms, freezing conditions, roof system concerns, sensor concerns, power issues, internet issues, staff availability, equipment concerns, or forecast uncertainty.

Customer understands that BBRO may make conservative roof decisions to protect equipment and the facility.

Weather sensors, roof systems, cloud sensors, all-sky cameras, forecasts, automation systems, and other monitoring tools are helpful but not perfect. BBRO does not guarantee that weather data, roof automation, forecasts, or safety systems will be continuous, error-free, or completely accurate.

BBRO is not responsible for lost imaging time, missed targets, lost data, or other losses resulting from weather decisions, roof closures, roof delays, roof system interruptions, forecast errors, weather sensor issues, or safety-based operational decisions, and does not undertake to insure Customer's equipment against damage.

8. Power and Internet

BBRO may provide access to electrical power and internet/network connectivity as part of its hosting services.

Customer understands that power and internet service may occasionally be interrupted or limited due to utility outages, storms, lightning, equipment failures, ISP issues, router or switch failures, maintenance, customer equipment problems, or other causes.

BBRO does not guarantee uninterrupted power, uninterrupted internet, fixed bandwidth, fixed latency, fixed IP addresses, continuous VPN access, or continuous remote access unless specifically agreed in writing.

Customer is responsible for making sure Customer's equipment can safely handle power loss, network loss, remote access interruptions, computer restarts, software crashes, and other common remote-operation issues.

BBRO may disconnect, restrict, or power down Customer's equipment if BBRO determines, in its sole discretion, that Customer's equipment is creating a safety issue, power issue, network issue, cybersecurity issue, interference issue, or other operational issue.

9. Customer Insurance Responsibility

Customer understands and agrees that **BBRO does not insure Customer's equipment.**

Customer is solely responsible for obtaining any insurance Customer wants for Customer's telescope system and related equipment.

Customer should speak with Customer's insurance agent or broker before shipping or delivering equipment to BBRO and should confirm whether Customer's equipment is covered:

1. While being shipped to BBRO;
2. While being delivered to BBRO;
3. While being unpacked or installed;
4. While located at BBRO;
5. While being operated remotely;
6. While being removed from BBRO;
7. While being shipped back to Customer.

BBRO's insurance, if any, is for BBRO's own business, property, liability, and interests. BBRO's insurance is not intended to insure Customer-owned equipment.

Customer is solely responsible for deciding whether to insure Customer's equipment. If Customer chooses not to obtain insurance, Customer accepts that risk.

10. Shipping, Delivery, and Pickup

Customer is responsible for all shipping, delivery, freight, packaging, transportation, and insurance arrangements for Customer's equipment.

Customer is responsible to properly pack, label, and insure all equipment before shipment. Telescope equipment is fragile, and Customer is responsible for choosing a shipping method and insurance coverage appropriate for the value and sensitivity of the equipment.

BBRO is not responsible for damage, loss, delay, theft, misdelivery, missing parts, or other problems that occur during shipping or transportation to or from BBRO.

If equipment arrives damaged, incomplete, unsafe, or improperly packed, BBRO may delay installation, request additional information, require Customer to provide missing parts or instructions, or refuse to install the equipment until the issue is resolved.

Customer is responsible for all costs associated with shipping, return shipping, pickup, freight, insurance, packaging, and removal of Customer's equipment.

11. Maintenance, Troubleshooting, and Support

BBRO may provide reasonable support for hosted equipment. The level of included support may depend on the nature of the issue, BBRO's availability, and whether the work is ordinary support or requires additional labor.

BBRO may perform basic tasks such as, for example, power cycling equipment, checking cable connections, visually inspecting equipment, assisting with installation, checking network connectivity, parking a mount, or taking reasonable protective action.

BBRO is not required to provide unlimited technical support, advanced troubleshooting, equipment repair, optical collimation, firmware updates, driver updates, software configuration, operating system support, custom fabrication, or major reconfiguration unless separately agreed in writing.

BBRO may charge additional fees for labor, troubleshooting, maintenance, emergency work, custom work, equipment upgrades, repairs, reconfiguration, or customer-requested work outside normal hosting.

Customer authorizes BBRO to take reasonable action in urgent situations, including but not limited to occasions when Customer cannot be reached and BBRO believes, in its sole discretion, that action is needed to protect people, property, the observatory, Customer's equipment, and/or another customer's equipment.

12. Customer Access to BBRO Property

Customer physical access to BBRO's physical facility is by appointment only and subject to BBRO's approval.

Customer may not enter BBRO property, observatory buildings, utility areas, network areas, control areas, or other restricted areas without permission.

Customer may not bring guests, contractors, technicians, media, or other third parties to BBRO without permission.

Customer is responsible for any injury, damage, disruption, or loss caused by Customer or Customer's guests, agents, contractors, or representatives.

BBRO may deny, limit, or revoke physical access when necessary for safety, security, operations, weather, scheduling, or other business reasons.

13. Shared Observatory Environment

Customer understands that BBRO may host multiple customer telescope systems in the same observatory building or on the same property.

Customer shall not touch, move, access, control, photograph, modify, disconnect, or interfere with another customer's equipment.

Customer shall not access another customer's computer, software, remote access tools, data, images, files, passwords, or accounts.

Customer agrees to use BBRO's shared observatory environment in a professional and respectful manner. Customer's failure to do so may result in the removal of Customer's equipment.

14. Cybersecurity and Remote Access

Customer is solely responsible for securing Customer's computers, accounts, passwords, remote access tools, ASI AIR access, VPN credentials, imaging software, and cloud storage.

Customer shall use reasonable cybersecurity practices, including strong passwords and responsible access control.

Customer shall not share BBRO-issued network credentials, VPN credentials, keys, passwords, or access information with unauthorized persons.

Customer shall not use BBRO's network for unlawful activity, malicious software, unauthorized access, excessive bandwidth use, cryptocurrency mining, spam, copyright infringement, surveillance, or any activity unrelated to lawful astronomical use.

BBRO may suspend, restrict, modify, or revoke network access when BBRO reasonably believes it is necessary for security, operations, legal compliance, or protection of BBRO or other customers.

15. Fees, Billing, and Payment

Customer shall pay all applicable fees, including reservation fees, installation fees, monthly hosting fees, support fees, labor fees, custom work fees, shipping fees, storage fees, removal fees, late fees, and any other charges agreed to or incurred at the time of service or within not less than 30 days of receiving BBRO's invoice regarding same.

Monthly hosting fees are due in advance unless otherwise agreed in writing.

Customer authorizes BBRO or its payment processor to charge Customer's selected payment method for recurring monthly fees and other amounts due.

Fees are non-refundable unless BBRO agrees otherwise in writing.

BBRO may update pricing, fees, billing methods, or payment terms with written notice. Customer's continued use of BBRO's services after the effective date of any change constitutes acceptance of the updated pricing or terms.

If Customer's payment is late, declined, disputed, reversed, or unpaid, BBRO may suspend service, restrict remote access, power down equipment, pause support, require updated payment information, charge late fees, or terminate this Agreement. BBRO's failure to elect any remedy shall not act as a waiver of such remedy.

16. Nonpayment and Equipment Left at BBRO

If Customer fails to pay amounts owed or otherwise defaults under this Agreement, BBRO may suspend hosting services, restrict remote access, power down equipment, remove equipment from active service, charge storage fees, require payment in full, and terminate this Agreement.

Customer remains responsible for all unpaid fees, labor charges, storage charges, removal charges, shipping charges, collection costs, attorney's fees, and other amounts owed.

If Customer leaves equipment at BBRO after termination, nonpayment, abandonment, or failure to provide removal instructions, BBRO may require Customer to pay all outstanding amounts before removal or release of equipment, to the fullest extent permitted by law.

Equipment left at BBRO for 30 days or more after termination of this Agreement, will be considered to be abandoned by Customer, and BBRO, in its own discretion, may remove the equipment, and may sell the equipment to recoup any unpaid fees. In no event shall BBRO be required to store or maintain abandoned equipment. If BBRO chooses to store abandoned equipment, Customer may redeem the abandoned equipment by payment of reasonable storage fees assessed by BBRO.

17. Removal of Equipment

Customer may request removal of Customer's equipment by providing written notice to BBRO.

Removal is subject to scheduling, weather, staff availability, safe working conditions, account status, and payment of all amounts due.

Customer is responsible for all labor, packing, shipping, insurance, freight, pickup, and removal costs unless BBRO agrees otherwise in writing.

Customer must provide written shipping or pickup instructions. Customer is responsible for making sure equipment is properly insured during return shipping or transportation.

BBRO is not responsible for shipping damage or transportation damage after equipment leaves BBRO.

18. Term and Termination

This Agreement becomes effective begins when signed by Customer, when Customer submits payment, when BBRO accepts Customer's equipment, or when Customer begins using BBRO's services, whichever occurs first.

Unless otherwise agreed in writing, hosting is provided on a month-to-month basis, and the Customer shall be invoiced monthly.

Either party may terminate the hosting relationship by providing written notice, subject to any minimum term, prepaid period, cancellation policy, or other written agreement between the parties.

BBRO may terminate this Agreement or suspend service sooner if Customer fails to pay, violates this Agreement, creates a safety or security risk, interferes with operations, damages property, mistreats staff, engages in unlawful conduct, or otherwise acts in a way BBRO reasonably believes is inconsistent with safe and professional observatory operations.

Termination does not relieve Customer of responsibility for amounts owed, removal costs, shipping costs, storage costs, damage caused by Customer, indemnity obligations, or any other obligations, all of which are intended to survive termination.

19. Risks of Remote Telescope Hosting

Customer understands that remote telescope hosting involves real-world risks. These may include, but are not limited to:

1. Weather;
2. Lightning;
3. Wind;
4. Rain;
5. Dust;
6. Humidity;
7. Fire;
8. Power outages;
9. Power surges;
10. Internet outages;
11. Roof system problems;
12. Weather sensor problems;
13. Equipment failure;

14. Software failure;
15. Computer failure;
16. Mount collisions;
17. Cable snags;
18. Shipping damage;
19. Handling damage;
20. Theft or vandalism;
21. Wildlife, insects, or rodents;
22. Optical dust or contamination;
23. Normal wear and tear;
24. Other risks associated with remote equipment operation.

BBRO will use reasonable care in providing its services. However, Customer understands that BBRO cannot eliminate all risks associated with hosting sensitive astronomical equipment in a remote environment.

Customer accepts the ordinary and inherent risks associated with shipping, installing, hosting, storing, maintaining, and remotely operating Customer's equipment.

20. Limitation of Liability

BBRO will use reasonable care in providing its services. However, BBRO shall not be responsible for losses or damages caused by events outside BBRO's reasonable control, including weather, shipping, power loss, internet loss, equipment failure, software problems, manufacturer defects, customer operation, customer configuration, roof closures, roof decisions, or other remote-hosting risks.

Notwithstanding any other agreement contained herein or made between the parties, BBRO shall not be liable for indirect, incidental, consequential, special, exemplary, punitive, economic, or non-economic damages, including but not limited to lost imaging time, lost data, missed astronomical events, lost profits, lost business opportunities, replacement equipment costs, repair costs, shipping costs, travel costs, or other related losses.

BBRO's total liability to Customer for any claim related to this Agreement or BBRO's services shall not exceed the amount Customer paid to BBRO for monthly hosting fees during the three months immediately preceding the event giving rise to the claim.

21. Customer Release

Customer releases BBRO of and from any and all claims arising out of ordinary risks associated with remote telescope hosting, including weather, shipping, equipment failure, power loss, internet interruption, roof closures, remote-operation problems, software issues, and other risks described in this Agreement.

22. Indemnification

Customer agrees to defend, indemnify, and hold harmless BBRO from any and all claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising from:

1. Customer's equipment;

2. Customer's remote operation of equipment;
3. Customer's failure to properly configure, maintain, or insure equipment;
4. Customer's violation of this Agreement;
5. Damage caused by Customer's equipment;
6. Injury or damage caused by Customer or Customer's guests, contractors, agents, or representatives;
7. Customer's violation of law;
8. Customer's cybersecurity practices, passwords, accounts, or remote access tools;
9. Ownership disputes or access disputes involving Customer's equipment.

This indemnification obligation survives termination of this Agreement.

23. Customer Groups, Shared Ownership, and Authorized Users

If Customer's equipment is owned, funded, operated, or used by more than one person, the person signing this Agreement represents that they have authority to enter into this Agreement and to provide instructions to BBRO.

Customer is responsible for any disputes among co-owners, clubs, schools, institutions, investors, contributors, operators, or other users associated with Customer's equipment.

BBRO may rely on instructions from the Customer who signs this Agreement.

Customer is responsible for ensuring that all authorized users follow this Agreement and BBRO's rules.

24. Data, Images, and Privacy

Customer owns Customer's astronomical image data unless otherwise agreed in writing.

Customer is responsible for backing up, transferring, storing, protecting, and managing Customer's own images, files, software, passwords, accounts, and data.

BBRO is not responsible for lost files, corrupted data, failed image transfers, software problems, cloud-storage issues, password issues, or account access issues unless otherwise agreed in writing.

BBRO may photograph or video Customer's equipment for installation records, support documentation, security, internal records, marketing, website content, or social media unless Customer opts out in writing.

BBRO will not intentionally disclose Customer's private login credentials or sensitive personal information.

25. Rules and Procedures

Customer agrees to follow BBRO's rules, procedures, safety requirements, equipment requirements, payment requirements, support procedures, access procedures, network requirements, and other policies.

BBRO may update its rules and procedures from time to time. Customer's continued use of BBRO's services after notice of updated rules constitutes acceptance of those updates.

26. Service Changes

BBRO may modify, suspend, relocate, limit, or discontinue any service, system, facility, network configuration, roof operation procedure, support procedure, pricing, or policy when BBRO reasonably determines that the change is needed for safety, operations, business reasons, legal compliance, technical reasons, or facility management.

BBRO will make reasonable efforts to provide notice of material changes when practical.

27. Events Outside BBRO's Control

BBRO is not responsible for delays, interruptions, losses, or damages caused by events outside BBRO's reasonable control, including weather, lightning, storms, fire, flood, utility outages, internet outages, road closures, equipment failure, supply shortages, labor shortages, government action, vandalism, theft, cyberattacks, wildlife, acts of god, acts of war, or other events beyond BBRO's reasonable control.

28. No Insurance or Guarantee of Customer Equipment

Customer understands that BBRO is providing hosting services only, and not insurance coverage or a guarantee of equipment safety.

BBRO will use reasonable care in hosting Customer's equipment, but Customer remains responsible for the risk of loss or damage to Customer's equipment.

Customer is encouraged to obtain appropriate insurance coverage for Customer's equipment.

This is not a bailment agreement, and BBRO assumes no liability for the safety or security of Customer's equipment.

29. Notices

All notices to Customer under this Agreement shall be provided in writing by email, customer portal, or another method designated by BBRO.

Customer is responsible for keeping current contact information, emergency contact information, billing information, and shipping information on file with BBRO.

Notice to Customer is effective when sent to the contact information provided by Customer.

30. Governing Law, Arbitration and Venue

This Agreement shall be governed by the laws of the State of Texas.

The Customer and BBRO agree that arbitration will be the sole method of resolving any claim, dispute, or controversy which may arise between the parties, including but not limited to claims arising out of or relating to this Agreement or any of the services provided hereunder.

The sole and exclusive venue for any dispute or litigation arising under or concerning this Agreement shall be in the court located in and for Brewster County, Texas, and the parties irrevocably consent to the jurisdiction of said court.

Any and all arbitration proceedings shall also take place in Brewster County, Texas, unless agreed otherwise by the parties.

31. Attorney's Fees and Collection Costs

If BBRO is required to enforce this Agreement, collect unpaid amounts, respond to a chargeback, recover equipment-related costs, defend against a claim, or pursue any legal remedy arising out of this Agreement, Customer shall be responsible for BBRO's reasonable attorney's fees, court costs, collection costs, and related expenses.

32. Severability

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in effect.

Any invalid, unlawful, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, lawful, and enforceable while preserving the intent of the Agreement as much as possible.

33. Assignment

Customer may not assign, transfer, sell, sublicense, or delegate this Agreement or Customer's hosting space without BBRO's prior written consent.

BBRO may assign this Agreement in connection with a sale, merger, transfer, restructuring, change of ownership, or other business transaction.

34. Entire Agreement

This Agreement, together with any written quote, invoice, pricing sheet, intake form, equipment list, policy, or addendum incorporated by BBRO, constitutes the entire agreement between Customer and BBRO regarding telescope hosting.

This Agreement supersedes prior oral or written discussions, representations, advertisements, website statements, or communications by and/or between the parties, unless expressly incorporated in writing.

Any amendment to this Agreement must be in writing and accepted by BBRO.

35. Electronic Signature

This Agreement may be signed electronically. Electronic signatures, digital acceptance, scanned signatures, or acceptance through BBRO's website, payment system, customer portal, or onboarding process shall have the same effect as original signatures.

38. Customer Acknowledgments

By signing below, Customer acknowledges and agrees that:

1. Customer has read and understands this Agreement;
2. Customer has had the opportunity to ask questions before signing;
3. Customer understands that BBRO does not insure Customer's equipment;
4. Customer is responsible for obtaining insurance for Customer's equipment if Customer wants insurance coverage;
5. Customer understands that remote telescope hosting involves risk;
6. Customer understands that BBRO cannot guarantee uninterrupted imaging, uninterrupted power, uninterrupted internet, specific weather, specific sky conditions, specific image quality, or any particular result;
7. Customer agrees to operate Customer's equipment responsibly;
8. Customer agrees to follow BBRO's rules, policies, payment requirements, and safety procedures;
9. Customer understands that BBRO's liability is limited to the fullest extent permitted by law;
10. Customer has authority to sign this Agreement for the equipment being hosted.
11. This Agreement is only effective upon execution by an authorized representative of BBRO.

Clear skies,

Zach Wolfe
Director of Operations
Big Bend Remote Observatories

(Printed name of Customer)

(address, phone, email address)