

State University of New York at [Campus Name]

Revocable Permit For Non-Commercial Use of University Facilities

THIS REVOCABLE PERMIT, made this ____ day of _____ 20__, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the State University of New York at [Campus], having its principal place of business at [Campus Address] (hereinafter referred to as “SUNY Campus” and [Permittee name] a noncommercial organization having its principal place of business located at [Permittee address], hereinafter referred to as “the Permittee.” The Permittee and SUNY [Campus] may be referred to collectively as “the Parties.”

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; hereinafter referred to as the “Event”; and

WHEREAS, SUNY [Campus] has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Campus will make such facilities available to the Permittee for the Event.

NOW, THEREFORE, be it known that a Revocable Permit (“Permit”) is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in *Exhibit B*, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. SUNY Campus shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in *Exhibit B*, no telephone service shall be provided by SUNY Campus to Permittee.
2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition.
3. The Permittee agrees to provide SUNY Campus with a copy of its [Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name].
4. In consideration of the facilities and services to be provided by SUNY Campus as enumerated herein, the Permittee agrees to reimburse SUNY Campus in accordance with the costs or services stipulated on *Exhibit C*, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Campus to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY Campus. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.
5. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Campus or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Event or by Permittee’s use of the facilities, premises, appurtenances and surrounding grounds, or may be caused by any of the persons involved in the Event, whether or not directly caused by the Permittee.
6. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Event and agrees to remove any personnel involved in the Event whose actions, or failure to act, shall in the sole judgment of SUNY Campus, after consulting with the Permittee, be deemed to be detrimental to SUNY Campus.

7. If in the judgment of SUNY Campus the activities of any personnel in any way involved in the Event should be such that SUNY Campus, after consultation with the Permittee, shall determine that the continuation of the Event for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Campus, SUNY Campus may terminate this Permit without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from SUNY Campus premises.
8. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Campus regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the rider attached hereto and made a part hereof as *Exhibit A*. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.
9. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Campus to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
10. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Campus and the Permittee regarding the use of the State controlled property to which this Permit relates.
11. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Campus.
12. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.
13. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in *Exhibit B*.
14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Campus be used by Permittee for any purpose without prior approval of the SUNY Campus.
15. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Event, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and shall be responsible to and shall fully defend, indemnify, and hold harmless the State of New York and the State University of New York and their respective officers, trustees, directors, agents and employees without limitation, from any and all losses, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of the Permittee, its officers, employees, agents or licensees arising out of or relating to the use of the facilities, the premises, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. Subject to the availability of lawful appropriations and consistent with Section 41 of New York State Finance Law and Section 8 of the State Court of Claims Act, SUNY Campus shall hold Permittee harmless from and indemnify it for any final judgment of a court a competent jurisdiction to the extent

attributable to the negligence of the State University of New York or of its officers or employees when acting within the course and scope of their employment.

16. Permittee agrees to obtain and maintain insurance coverage throughout the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York (“admitted” carriers) with an A.M. Best company rating of “A-” or better.
- (a) Workers Compensation and Disability Benefits Coverage for the life of this Permit for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
 - (b) General Liability Insurance with limits no less than Two Million Dollars (\$1,000,000) per claim and Two Million dollars (\$2,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
17. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Campus, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.
18. **Permittee Responsibility.** (a) *General Responsibility.* The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility.* Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee’s expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
19. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or by certified mail addressed as follows:

TO SUNY Campus: State University of New York at Campus
 [Name of SUNY Designee]
 [Address]
 [Telephone]

TO THE PERMITTEE: [Company/Organization Name]
[Representative Name]
[Address]
[Telephone]

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

20. This Permit constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
1. Exhibit A, State University of New York Standard Contract Clauses
 2. This Revocable Permit
 3. Exhibit B, Designated Facilities and Services
 4. Exhibit C, Costs and Services
21. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.
22. The permission hereby granted shall be effective [DATE and TIME] and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by registered mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate [DATE and TIME] in any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.
23. [OPTIONAL] Upon execution of this permit, Permittee agrees to pay a non-interest security deposit to SUNY Campus in the amount of 20% (Twenty Percent) of the fee amount on *Exhibit C*. Permittee further agrees that SUNY Campus may, in its sole discretion, apply the security deposit toward repair of damages to SUNY Campus facilities. Should damages exceed the amount of the security deposit, Permittee agrees to pay for any and all additional costs of repair.
24. [OPTIONAL] Permittee agrees that failure to timely cancel the reservation shall result in SUNY Campus retention of all or a portion of the security deposit, as provided in the Security Deposit Refund Schedule on *Exhibit C*.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Campus has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT CAMPUS

PERMITTEE

By: _____
[Type name]

By: _____
[Type Name]
Official Representative of Permittee or Authorized Designee

(For long term permits (over 30 days), the signature of the SUNY Vice Chancellor for Finance and Chief Financial Officer is required.)

By: _____
Vice Chancellor for Finance and Chief Financial Officer
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of the State's non-monetary consideration exceeds \$10,000.) Section 112 (3) New York State Finance Law

Approved as to Form:

Approved:

ERIC SCHNEIDERMAN
Attorney General

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By: _____

By: _____

Date: _____

Date: _____

SAMPLE

EXHIBIT A
State University of New York Standard Contract Clauses

SAMPLE

EXHIBIT B
Designated Facilities and Services

State University of New York at **Campus**

[Name of Permittee]

The following facilities and services at SUNY Campus are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Permit.

[Identify specific facilities to which Permittee is being given access, including ancillary supporting facilities such as specific parking lots, accessory structures, rest rooms, locker rooms, hallway access, cafeterias, etc.]

[Specify dates of use]

[Specify start time and end time]

SAMPLE

**EXHIBIT C
Costs and Services**

State University of New York at **Campus**

[Name of Permittee]

The Permittee agrees to pay SUNY **Campus** the amount of \$ _____ [Amount in Words] for the use of facilities described in Exhibit B. Payment is determined on the following basis:

DATE(S): _____

USE OF FACILITIES: _____ \$ _____

START TIME / END TIME: _____

OVERTIME SURCHARGE: _____ [Identify overtime hours] \$ _____

TOTAL: \$ _____

Security Deposit: [Total] x [20%] *Optional* \$ _____

BALANCE DUE: \$ _____

Payable to: State University of New York at Campus

[Optional] SECURITY DEPOSIT REFUND SCHEDULE

RESERVATION CANCELLED WITHIN:
REFUND

SECURITY DEPOSIT

30 days prior to scheduled event

100% refund

21 days prior to scheduled event

75% refund

Less than 21 days prior to scheduled event

No refund

For events scheduled less than 30 days in advance, the following refund schedule shall apply:

26 days prior to scheduled event

100% refund

21 days prior to scheduled event

75% refund

Less than 21 days prior to scheduled event

No refund

**State University of New York
Notary Acknowledgement**

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On this _____ day of _____ 20____ before me personally came _____ to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF _____) SS.:

On this _____ day of _____ 20____, before me personally came _____ to me known, who duly being sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public