

University at Buffalo

Occasional User Revocable Permit

THIS AGREEMENT, 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 State University Plaza, Albany, New York 12246, herein after referred to as "STATE UNIVERSITY" for and on behalf of the State University of New York at Buffalo, having its principal place of business located at Buffalo, New York 14260, hereinafter referred to as "UNIVERSITY", and, _____, a non-commercial organization existing under the laws of the State of New York and having its principal place of business located at _____, herein after referred to as "the Permittee".

WHEREAS, the Permittee will be conducting an on-campus event which requires certain facilities; hereinafter referred to as the "event", and W I T N E S S E T H:

WHEREAS, the University at Buffalo has such facilities available, and

WHEREAS, the parties desire to enter into an agreement whereby University at Buffalo will make such facilities available to the Permittee for the event.

NOW, THEREFORE, be it known that a revocable 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**" on the date(s) and at the times specified thereon.

1. State University 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 University at Buffalo to Permittee hereunder.

2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition
3. Upon the prior written approval by University at Buffalo, the Permittee may use other areas of the University Campus upon the same terms and conditions as provided herein.
4. In consideration of the facilities and services to be provided by University at Buffalo as enumerated herein, the Permittee agrees to reimburse the University at Buffalo in accordance with the costs or services stipulated on the Attached **Exhibit "B-1"** and any other extraordinary costs incurred by the University at Buffalo to meet the requirements of the Permittee. Payment shall be made by the Permittee upon receipt of an official billing statement from the University at Buffalo. The form and manner of presentation of the statement shall be mutually agreed upon by the Permittee and the University at Buffalo.
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 University at Buffalo or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the event, or caused by any of the persons involved in the event, whether or not directly caused by the Permittee if the Permittee fails to take reasonable steps that would have prevented the incident from happening.
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 University at Buffalo, after consulting with the Permittee, be deemed to be detrimental to University at Buffalo.

7. The Permittee is expected to review and to adhere to all requirements so noted in **Exhibit C: Child Protection Policy**.
8. In addition to the authority of University at Buffalo under paragraph 21, if, in the judgment of the University at Buffalo, activities of any personnel in any way involved in the event should be such that ~~State~~ University, after consultation with the Permittee, shall determine that the continuation of the event for the then remaining period covered by this agreement shall be contrary to the best interest of University at Buffalo, University at Buffalo may terminate this agreement without liability of any kind whatsoever hereof, and the Permittee and all personnel so involved shall be thereupon removed from University at Buffalo premises.
9. This agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established University 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.
10. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authorization of University at Buffalo to possession, pursuant to the Education Law, of the State controlled property to which this permit relates nor shall the dominion and control by University at Buffalo over the said State property be in any way diminished.

11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between State University and the Permittee regarding the use of the University at Buffalo controlled property to which this permit relates
12. The Permittee specifically agrees that this permit shall be void and of no further force and effect upon any use of the University at Buffalo 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 University at Buffalo.
13. 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.
14. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon said State owned property for the purpose of maintaining, operating and using facilities designated in **Exhibit "B"**.
15. The Permittee specifically agrees not to hold itself out as representing the State of New York or University at Buffalo 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 or the University at Buffalo be used by Permittee for any purpose without prior written approval of the University at Buffalo.
16. 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 agrees to indemnify and hold harmless the People of the State of New York and the University at Buffalo from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the facilities, 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. The Permittee further agrees, on being requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the People of the State of New York and/or the University at Buffalo in connection with the claims, suits and losses, as aforesaid.

16. The Permittee agrees to provide evidence of appropriate insurance protection covering property damage, personal injury or death arising out of the use of University facilities with minimum coverage at \$1,000,000 per occurrence and \$1,000,000 aggregate.
17. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against the State of New York nor its officers and employees, and the State of New York, its officers and employees shall be relieved from any and all liability.
18. Any notice to either party hereunder must be in writing signed by the party giving it
19. This agreement 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.

20. The relationship of the Permittee to University at Buffalo and the State of New York arising out of this agreement shall be that of independent contractor.

21. The permission hereby granted shall continue only during the pleasure of the University at Buffalo 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, 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 _____ in any event, if not sooner revoked. Under no circumstances shall University at Buffalo be held liable for damages of any kind, either direct or indirect, for termination of this permit.

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

OCCASIONAL USER REVOCABLE PERMIT NUMBER _____
AGENCY 3320206

Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE UNIVERSITY OF NEW YORK

PERMITTEE NAME

By _____

By _____

Printed Name _____

Printed Name _____

Title _____
(Must be authorized approver in SUNYAB e-req system)

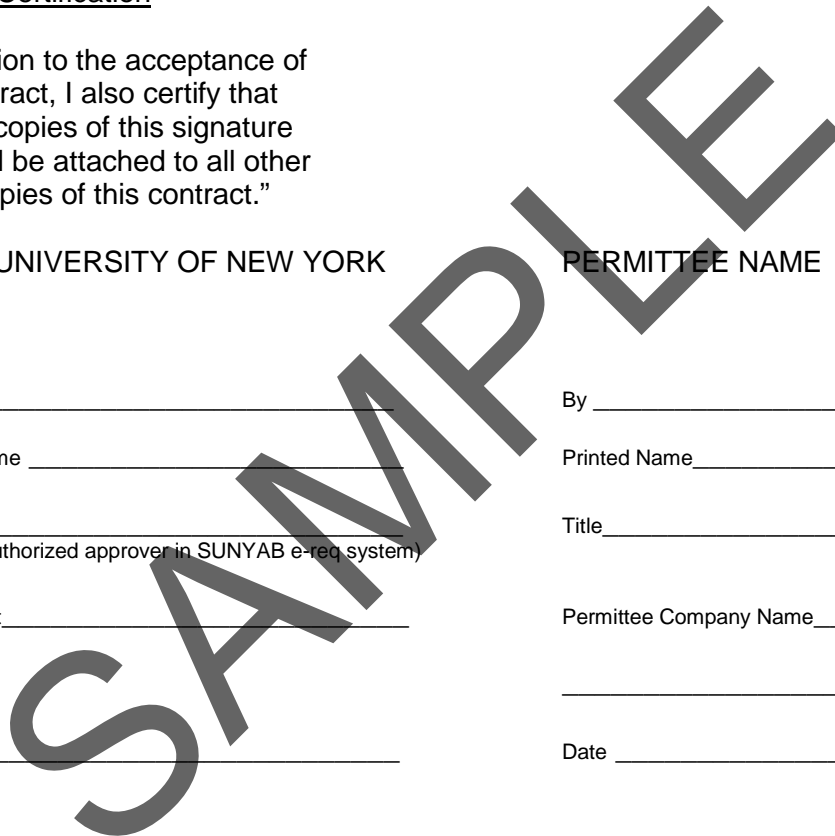
Title _____

Department _____

Permittee Company Name _____

Date _____

Date _____



STATE OF _____)

COUNTY OF _____) SS.:

On this _____ day of _____, 20__ before me personally came _____, to me known, who being duly 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; he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it 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

EXHIBIT B

University at Buffalo

Occasional User Revocable Permit

Name of Permittee

The following facilities and services will be provided by the University at Buffalo to the above-named Permittee on _____ (date(s) during the hours

of _____ to _____ at _____

_____ (University location).

SAMPLE

EXHIBIT B-1

University at Buffalo

Occasional User Revocable Permit

Name of Permittee

The Permittee agrees to compensate the University at Buffalo in the amount of _____ for the use of the facilities described in Exhibit B. This compensation was determined on the following basis:_____.