**STATE UNIVERSITY OF NEW YORK AT STONY BROOK**

**REVOCABLE FACILITIES USE PERMIT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, by and between THE STATE UNIVERSITY OF NEW YORK (“SUNY”), an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at H. Carl McCall SUNY Building, 353 Broadway, Albany, New York, 12246, through and on behalf of The State University of New York at Stony Brook, located at 100 Nicolls Road, Stony Brook, NY 11794 (hereinafter referred to as the “University”) and [Permittee name] a [commercial / non-commercial] organization having its principal place of business located at [address] (the “Permittee”). The University and Permittee are collectively “the Parties.”

**WHEREAS**, the Permittee will be conducting an on-campus activity which requires certain facilities; and

**WHEREAS**, SUNY at Stony Brook has such facilities; and

**WHEREAS**, the parties desire to enter into an agreement whereby SUNY Stony Brook will make such facilities available to the Permittee for the event or activity described in Exhibit B (the “Covered Activity”).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. Permit. 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 described in ***Exhibit B***, attached hereto and made a part hereof, on the date(s) and at the times specified thereon (“Premises”)
2. Term. The term of this Permit shall commence on \_\_\_\_[start date]\_\_\_\_\_\_\_and shall continue through \_\_\_\_[end date]\_\_\_\_\_, subject to revocation and early termination in accordance with this Agreement.
3. Utilities. The 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 the University.
4. Care of Premises. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition. 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.
5. Other Areas. Upon the prior written approval by the University, the Permittee may use other areas of the University upon the same terms and conditions as provided herein.
6. Company Papers. Permittee agrees to provide University, upon request, a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency or a commercial entity filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.
7. Costs. In consideration of the facilities and services to be provided by the University as enumerated herein, the Permittee agrees to pay the University in accordance with the costs or services stipulated on ***Exhibit B***, attached hereto and made a part hereof, and any other extraordinary costs incurred by the University to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an invoice from the University.
8. Responsibility for Damage and Loss. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to the University or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the Covered Activity, or may be caused by any of the persons involved in the Covered Activity, whether or not directly caused by the Permittee.
9. Proper Conduct.

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 Covered Activity and agrees to remove any person involved in the Covered Activity whose actions, or failure to act, shall in the sole judgment of the University, after consulting with the Permittee, be deemed to be detrimental to the University.

If in the judgment of the University, the activities of any person in any way involved in the Covered Activity, after consultation with the Permittee, causes the continuation of the Covered Activity to be contrary to the best interest of the University, the University may terminate this Agreement without liability of any kind, and the Permittee and all personnel involved shall be removed from the University premises.

1. Compliance with Policies and Laws. The Permittee shall comply with SUNY and the University’s regulations and policies and with all applicable federal, state and local laws, rules, orders, regulations, and requirements, including the provisions contained in ***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, including without limitation any licenses required to transfer any controlled information, technology, data or software under export laws and regulations.
2. State Authority. 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 the University 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.
3. No Landlord/Tenant Relationship. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between the University and the Permittee regarding the use of the State controlled property to which this permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this agreement shall be that of licensee.
4. Laws Affecting Permit. 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 Stony Brook.
5. Entering Premises. 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***.
6. Merchandising. The Permittee shall not promote, sell or sample any food or beverage products while on the Premises. The Permittee shall not market, advertise or merchandise any credit cards or banking services while on the Premises. Except as otherwise prohibited herein, the Permittee may sell merchandise during the Covered Activity, provided that such merchandising is described in the Covered Activity description on Exhibit B. The Permittee shall be solely responsible for any local and/or state sales tax liability and all licensing required for such sales. The Permittee may only set up a sales table where it is designated by the University with no exception.
7. Holding Out/Marketing Materials. 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 Stony Brook University be used by Permittee for any purpose without prior approval of the University. Permittee shall provide marketing materials promoting the Covered Activity on the Premises to University for review to allow University to confirm compliance with this Section 16.
8. Assumption of Risk/Indemnification. 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 Covered Activity, use of facilities, its appurtenances and the surrounding grounds. The Permittee agrees to indemnify and hold harmless the State of New York and the State University of New York, including the University, 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 to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York, including the University, in connection with the claims, suits and losses, as aforesaid.
9. Insurance. The Permittee agrees to provide SUNY Stony Brook with the insurance coverage listed in **Exhibit C**.
10. Parking and Other Regulations of the University. It will be the responsibility of the Permittee to contact the Contact Person as listed in Exhibit B to request arrangements for parking passes or permits if required. Permittee must abide by all the applicable rules and regulations of the University, and breach whereof shall make Permittee liable under such rules and regulations. Illegally parked vehicles are subject to ticketing and/or towing.
11. Force Majeure. A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.
12. Revocation. The permission hereby granted may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by certified 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. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.
13. No Claim for Termination/Revocation. The Permittee specifically agrees that if this permit is revoked or terminated for any reason, the Permittee shall have no claim against SUNY Stony Brook, 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.
14. Notices. Any notice to either party hereunder must be in writing, signed by the party giving it and shall be served either personally, via email, marked return receipt orby registered mail addressed as follows:

TO the University: State University of New York at Stony Brook

Procurement Department, AD for Administrative Services

Research and Development Park

Research & Support Service

Stony Brook, NY 11794-6000

Procurement\_Office@stonybrook.edu

TO THE PERMITTEE: [Permittee Name]

 [Address]

email

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

1. Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.
2. Entire Agreement and Hierarchy. 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. In the event of any inconsistency or conflict among the documents comprising this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:

 1. Exhibit A (Standard Clauses for New York State Contracts)

2. This Agreement [PERMIT#]

3. Exhibit B (Facilities, Services, Costs)

5.Exhibit C

6. Attachment A (insert if computer services are utilized)

1. **Signed copies of this permit must be submitted to [INSERT CONFERENCE FACILITATOR NAME] at [INSERT CONFERENCE FACILITATOR ADDRESS].**

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

THE STATE UNIVERSITY OF NEW YORK [Permittee Name]

through and on behalf of The State University

of New York at Stony Brook

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Official Representative of Permittee

 or Authorized Designee)

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

(For long term permits (over 30 days) which include, or may include in the future, a provision for long term use (e.g. ground lease or easement), or any construction, alteration or improvement to the property, the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

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

Vice Chancellor for Capital Facilities

SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds $25,000.)

Approved as to Form:

New York State Attorney General

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Approved:

NYS Office of the State Comptroller

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

***NOTARY REQUIRED FOR PERMITS OVER $25K (MAY DELETE IF UNDER $25K)***

***Select Based on Permittee Type***

**(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 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

**EXHIBIT A**

**EXHIBIT B**

 Designated Facilities and Services

**Covered Activity:** Describe the event/activity – include merchandising description if applicable.

**Facilities:** The facilities and space to be used by Permittee:

Building: \_\_\_\_\_\_\_\_\_\_\_\_

Room(s): \_\_\_\_\_\_\_\_\_\_\_\_

Approximate Square Footage: \_\_\_\_\_\_\_\_\_\_\_\_

**Time Period:** Date and time facilities and space will be made available as listed below:

Date(s): \_\_\_\_\_\_\_\_\_\_\_\_

Time(s) (Start – End): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Access and Contact Person:** Permittee shall coordinate access to the facilities with the University Contact Person(s) listed below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (List name and contact info of conference facilitator)

**Additional Services:** In addition to the services provided by the University as enumerated in the Agreement, the Permittee may request certain additional services, including, but not limited to security guards, custodial services, audio visual, signage, etc. These additional services are not guaranteed and are subject to availability. These additional services are not included in the Costs set forth below and shall be charged at an additional rate, which is subject to change from time-to-time.

**Costs:** The Permittee agrees to pay the University the amount of **$** **\_\_\_\_\_\_\_\_\_\_** [Amount in Words]for the use of facilities and services described in this Exhibit B. This amount is to be paid in [monthly amounts/quarterly amounts/semi-annual amounts/one lump-sum amount] of **$ \_\_\_\_\_\_\_\_\_\_** [Amount in Words].

**USE OF FACILITIES:** $ \_\_\_\_\_\_\_\_

**TOTAL FOR SERVICES:** $ \_\_\_\_\_\_\_\_

 **TOTAL:** $ \_\_\_\_\_\_\_\_

Security Deposit $ \_\_\_\_\_\_\_\_

*Optional for Permits under1 month*

 **BALANCE DUE:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTICES**

1. Fees are due net thirty (30) days from Invoice Date.
2. Failure to make timely payment will result in the assessment of interest or a late payment charge in accordance with Article 18 of New York State Finance Law and may result in a charge to cover the cost of processing, handling, and collecting such debt, including the use of a debt collection service.
3. The University may, in its sole discretion, change the administrative overhead fee at the CURRENT university administrative overhead rate in effect as determined by the University.
4. The Security Deposit, minus cleaning and repair costs and any other amounts expended to cure any of Permittee’s defaults hereunder, shall be refunded to Permittee within thirty (30) days the expiration or termination of this Permit, provided Permittee has vacated the premises.

**EXHIBIT C**

Insurance Requirements

Permittee shall maintain the insurance coverage listed below:

1. General Liability insurance one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) in the aggregate, naming the State of New York, State University of New York, Stony Brook University as an additional insured covering property damage, personal injury or death arising out of the use of facilities;
2. New York State Workers’ Compensation and disability insurance (or Attestation of Exemption thereof) during the term of the revocable permit for the benefit of Permittee’s employees required to be covered under the NYS Workers’ Compensation Law and the NYS Disability Benefits Law.

The Permittee shall provide evidence of such coverage within five (5) business days of execution of this permit or at least two weeks (14 days) prior to the Covered Activity. Permittee shall notify the University of any cancellation, non-renewal or material modification of such policies. If the term of the Permit is more than twelve (12) months, Permittee shall also provide proof of insurance annually.

Note: An ACORD Certificate is not acceptable proof of Workers’ Compensation and Disability Benefits insurance for New York State governmental entities. Proof of Disability and Workers’ Compensation insurance must be provided on the forms required by the New York State Workers’ Compensation Board.

For Workers Compensation, you must provide:

1. *Form C-105.2 (9/07), Certificate of Workers’ Compensation Insurance*, sent to the

Agency by the Contractor’s insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the Agency upon request; or

(ii) *Form SI-12, Certificate of Workers’ Compensation Self-Insurance*, available from

the New York State Workers’ Compensation Board’s Self-Insurance Office, or Form GSI-105.2, Certificate of Participation in Workers’ Compensation Group Self-Insurance, available from the Contractor’s Group Self-Insurance Administrator.

For Disability, you must provide:

1. *Form DB-120.1, Certificate of Disability Benefits Insurance*, sent to the Agency by the Contractor’s insurance carrier upon request; or

(ii) *Form DB-155, Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers’ Compensation Board’s Self-Insurance Office.

If you or your business is exempt, you must provide the following form:

*Form CE-200, Certificate of Attestation for New York Entities With No Employees*

*and Certain Out of State Entities*, *That New York State Workers’ Compensation*

*and/or Disability Benefits Insurance Coverage is Not Required,* which is available

on the New York State Workers’ Compensation Board’s website

([www.wcb.ny.gov](http://www.wcb.ny.gov)); To access the web-based exemption application, go to: <http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp>

***INSERT ONLY IF COMPUTER SERVICES ARE PROVIDED***

**Attachment A**

USE OF COMPUTER SERVICES

All computer equipment, leased or purchased, is to be used primarily for the internal needs of the University. This would include administrative processing, academic uses by the faculty and students, and research activities sponsored or contracted by the University.

1. Computer services will not be provided, free or at a fee, to any commercial or industrial organization, except as otherwise described in item 4 below.

2. No employee of the University will be permitted the use of any campus computer facilities to develop systems or to run programs which are prepared by him/her in a capacity as consultant or part-time employee of an outside firm or agency.

3. (a)Occasional, periodic support services may be offered to other education, government, or nonprofit organizations as a public service. However, this type of service may not be used to justify an increase in staff or equipment;

(b) With prior approval from the chancellor or the vice chancellor for finance and business, cooperative programs may be developed with, and services offered to, other governmental and educational institutions to provide continuing services. In these cases increases in staff or equipment can be approved;

4. Computer services may be provided in connection with software development projects pursuant to agreements therefore with commercial or non-profit entities in connection with the educational and research mission of the University. Software developed through such efforts may be licensed by the University for Commercial marketing, and resulting income shall be credited to the University as described in item 6 below.

5. No services will be provided to outside organizations or agencies which would normally be provided by other public or private agencies without the prior approval of the chancellor or the vice chancellor for finance and business.

6. Inter-institutional, collaborative efforts of benefit to the campus would be appropriate.

