

STATE UNIVERSITY OF NEW YORK AT STONY BROOK
LONG TERM FACILITIES USE PERMIT

This Revocable Permit Agreement is made this ___ day of _____, 2xxx, by and between the State University of New York (“SUNY”), a corporation organized and existing under the laws of the State of New York, with its principal place of business located at State University Plaza, Albany, New York, 12246, for and on behalf of SUNY at Stony Brook, (“University”), and _____, (“Permittee”), a _____ corporation, with its principal place of business located at_____. Subject to and in consideration of mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. A Revocable Permit (“Permit”) is hereby granted by SUNY to Permittee, to use the University facilities designated in Exhibit B attached hereto, for payment in accordance with the fee amounts and schedule set forth therein. Payment is due the University within thirty (30) days from Permittee’s receipt of billing invoice. Permittee shall meet with the University at least once every twelve (12) months to review the Exhibit B fee structure. Modification in fees is derived from facility rental costs established and published by the University Controller on an annual basis.

2. The term of this Permit shall commence on_____, 200_ and shall continue through _____, 200_, renewable upon mutual written agreement for ___ additional one (1) year periods. Permittee shall notify the University of its intent to renew at least sixty (60) days prior to expiration of this agreement. Permittee may not assign or otherwise transfer all or any part of its interest in this Permit or the Premises to any third party without University’s prior written consent.

3. Subject to the authority of SUNY Trustees to revoke this Permit at any time without cause on sixty (60) days written notice, this Permit may be terminated by either party upon six (6) months written notice. The University may revoke this Permit immediately for serious or continuing violations of its provisions, University policy or procedure or State, federal or local law, or if Permittee fails to remedy any violation within 30 days after notice as provided herein. SUNY may relocate or revise the access provided by this Permit if SUNY reasonably determines that such revision or relocation is in its best interests.

4. The University shall supply all ordinary and necessary water, gas, electricity, light, heat and sewage services for the premises. Permittee understands and agrees that these services shall be equal to that available to other University academic and administrative offices, unless otherwise agreed to in writing by the parties. Telephone services may be provided in accordance with University policy, at Permittee's expense. Permittee may avail itself of other on-site campus services at the established third party rates.

5. Permittee shall take proper care of the facilities and premises made available for its use and shall preserve them in good order and condition. Permittee's activities shall not infringe on, delay, or conflict with the normal operations of the University. All operations of Permittee shall be in accordance with University Policy 517: the Facilities Use Guidelines.

6. This Permit shall be interpreted according to the laws of the State of New York. As necessary, Permittee shall obtain and keep in force at its sole cost and expense any permits or licenses that may be required in this jurisdiction.

7. Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authorization of SUNY to possession, pursuant to State Education Law, of the State-controlled property to which this Permit relates, nor shall the dominion and control by SUNY over said State property be in any way diminished. Permittee further agrees that if its use of the State-owned property to which this Permit relates is inconsistent with State or federal law, or in any way conflicts with the mission, purposes or objectives of SUNY, then this Permit shall be void and of no further force and effect.

8. Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY or University and Permittee with regard to the use of State-owned property to which this Permit relates. Permittee further agrees that its relationship to University, SUNY, or the State of New York arising out of this Permit is not that of employee-employer should any service be provided, but is, instead, that of independent contractor.

9. Permittee specifically agrees to pay all costs related to any alteration, modification or rehabilitation of rooms or offices in the facilities described in **Exhibit B**, and shall obtain prior written approval of any such plans from the University. Permittee may provide furnishings, fixtures or decoration, at its expense. Prior to departure from the premises, Permittee may remove any furnishings and decoration belonging to it at its sole cost and expense, and shall leave the premises in good order and condition, ordinary wear and tear excepted. Permittee shall be held responsible for and liable to the University for payment of any and all costs incurred by the University to restore the premises in good order and condition, including any pre or post-event expenses incurred by the University to remove signage installed in non-approved locations.

10. If Permittee modifies any space to which this Permit relates, Permittee shall comply, at its own expense, with all University regulations and State, federal and local laws, codes or ordinances applicable to the use of and access to said premises, including, by way of example only, the federal rules and regulations which implement the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended.

11. Permittee shall have the right, for as long as this Permit remains in force, to enter on State lands for the purpose of maintaining, operating and using the facilities designated in Exhibit B.

12. Permittee specifically agrees not to hold itself out as representing the State of New York, the State University of New York or the State University of New York at Stony Brook 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 Stony Brook be used by Permittee for any purpose whatsoever without prior, specific written approval.

13. Neither party may use the name, trademark or logo of the other without prior written permission. The mention of University in promotional materials generated by Permittee, other than an address, shall be submitted to University's Office of Communications for approval prior to dissemination, which approval shall not be unreasonably withheld.

14. Permittee assumes all risks incidental to the use of said facilities and shall be solely responsible for any and all accidents or injuries to persons (including death) or property arising out of or in connection with its activities, use of the facilities, appurtenances and surrounding grounds, if caused by the negligence of Permittee, its agents, employees, invitees or visitors. Permittee agrees to indemnify and hold harmless the State of New York, the State University of New York and State University of New York at Stony Brook from any and all claims, suits, actions, damages, costs or loss arising out of or relating to Permittee's use of the space and facilities, or the violation by Permittee or its agents, employees and/or visitors of any law, code, order, ordinance, rule or regulation in connection with said use.

15. Before the effective date of this Permit, Permittee shall provide a certificate of insurance evidencing general liability insurance in the amount of one million (\$1,000,000) dollars per occurrence and three million (\$3,000,000) dollars in the aggregate, and naming the State of New York, the State University of New York and the State University of New York at Stony Brook as "additional insureds", for liability coverage for acts committed by or suffered by Permittee's agents, employees, invitees and/or visitors. Such insurance shall remain in effect throughout the term of this Permit.

16. Permittee specifically agrees that if this Permit is canceled or terminated for any reason, Permittee shall have no claim against the State of New York, State University of New York or the State University of New York at Stony Brook, nor against their agents, officers or employees, and further agrees that the State of New York, the State University of New York, the State University of New York at Stony Brook and their agents, officers and employees shall be relieved from any and all liability.

17. Any notice to either party hereunder shall be in writing, signed by the party giving it, and served either personally or by registered mail, addressed as follows:

To University: Director of University Revocable Permit Program
W4559 Melville Library
SUNY at Stony Brook
Stony Brook, New York 11794-6000

Copy to: _____

To Permittee: Name
Title
Address

or to such other addresses as may be designated by written notice, delivered as set forth above. All notices shall be effective on receipt.

18. Permittee shall comply with SUNY and University regulations and policies, and with all applicable State, federal and local laws, rules, orders, regulations and requirements. Permittee agrees to the terms and conditions set forth in Exhibit A and A-1 attached hereto.

19. This Permit and attached Exhibits A, A-1 and B constitute the entire agreement between the parties hereto. All previous communications between the parties, whether written or oral, with reference to the subject matter of this Permit, are hereby superseded.

This Revocable Permit Agreement is hereby executed by duly authorized officers of the State University of New York at Stony Brook and Permittee.

STATE UNIVERSITY OF NEW YORK
AT STONY BROOK

(Type Name of Permittee Here)

James W. Fabian, Director
University Revocable Permit Program

Signature
Title

Date: _____

Date: _____

EXHIBIT B

Description of facilities, space and fees

The facilities and space to be used by Permittee:

Date and time facilities and space will be made available:

Fees: Administrative overhead may/will be charged by the University at the current University Administrative Overhead rate in effect at the time of the execution of the agreement.

Check(s) should be made payable to SUNY Stony Brook, account number _____.

Permittee shall coordinate access with the University Representative(s) listed below to ensure that there is no disruption of University activities:

This page is for information purposes only - it serves as a reminder to include Exhibits A & A-1 (Standard Contract Clauses)