

STATE UNIVERSITY OF NEW YORK AT STONY BROOK
SHORT TERM REVOCABLE 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. Access to a portion of the University campus described in Exhibit B attached hereto shall be provided to Permittee on _____, 2xxx, during the hours of _____ to _____.
2. Permittee shall use the space solely for the purpose of conducting the following event:
_____.
3. Permittee shall compensate the University according to the fee amounts and schedule outlined in Exhibit B. Payments for events that are sponsored by a non-Stony Brook University organization, individual, corporation or group are due 10 business days prior to the event.
4. The University shall supply all ordinary and necessary water, gas, electricity, light, heat and sewage services for the premises. The University does not provide telephone service.
5. Permittee assumes all risk incidental to the use of said space and facilities and shall be solely responsible for any and all accidents or injuries to property or persons (including death) arising out of or in connection with the event. 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 and costs arising out of or relating to the 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 the event.

6. Before the effective date of this Permit, Permittees shall carry, at their own expense, general liability insurance in the amount of two million (\$2,000,000) dollars per occurrence and two million (\$2,000,000) 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. **A Certificate of Insurance must be provided and must be accompanied by a completed Certification by Insurance Broker form.** Such insurance shall remain in effect throughout the term of this Permit.

7. Permittee shall be responsible for the safe, calm and orderly conduct of the event and its programs. University shall notify and coordinate the activities of the Permittee with the University Police Department at least two weeks prior to the scheduled event.

8. Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York at Stony Brook in connection with its use of the space or facilities. Descriptions of all advertising for the purpose of promoting this event are attached as Exhibit D.

9. Permittee shall submit a list of all potential corporate sponsors for the events to _____ (scheduling coordinator) at least two months prior to the date of the event. In accordance with campus policies, the University has the unilateral right to refuse any corporate sponsor access to its facilities.

10. Stony Brook University is a tobacco free campus and Permittee shall comply with all University regulations and policies and with all applicable State, federal and municipal laws, rules, orders, regulations and requirements, and shall obtain and keep in force at its sole cost and expense, any permits or licenses that may be required in this jurisdiction. Permittee further agrees to the terms and conditions set forth in Exhibit A and A-1 attached hereto and incorporated herein.

11. The University may also revoke this facilities use permit immediately without cause. Notice shall be served in writing to the Permittee at the following address:

Phone: _____

Facsimile: _____

12. Permittee may terminate this agreement upon thirty (30) days written notice served by registered mail to the University at the following address:

Dianne Marone
Senior Financial Coordinator
221 Administration
SUNY at Stony Brook
Stony Brook, New York 11794-1002

13. Signs can only be displayed at the Main Entrance gate within the Stony Brook University Main Campus. Signs cannot be displayed off the Stony Brook Campus property. Signage should be limited to name of event, date, time and location and not contain advertising material. Signs should be professionally produced. Signs may not be put up until the day of the event and must be removed at the end of the event. The Permittee is responsible for contacting _____, (scheduling coordinator) in regard to the installation and removal of the signs. The signs must be approved one week prior to the event by _____ (scheduling coordinator).

14. Prior to departure from the premises, Permittee shall restore the site to its original condition, at its sole expense. If such restoration is not completed to the satisfaction of the University, 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 space to its original condition, including any pre or post-event expenses incurred by the University to remove signage installed in non-approved locations.

15. This Permit shall be interpreted according to the laws of the State of New York.

16. This Permit and attached Exhibits A, A-1, B and C 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.

17. All events that serve alcohol MUST comply with University Alcohol Policy.
(see <http://studentaffairs.stonybrook.edu/jud/alcohol.shtml>)

Violation of this policy or misuse of campus facilities may result in denial of future access, disciplinary and/or legal action.

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)

Lyle Gomes
Vice President for Finance
And Chief Budget Officer

Signature
Title

Date: _____

Date: _____

STATE UNIVERSITY OF NEW YORK
AT STONY BROOK

Joseph Loughren
Director of Financial Services
For Facilities and Administration

Date: _____

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

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:

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:

EXHIBIT D
DESCRIPTION OF ADVERTISING