

State University of New York at New Paltz

**Revocable Permit – Use of University Facilities for Covered Activities
Under the State University of New York Child Protection Policy**

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 SUNY Plaza, Albany, New York, 12246, by and on behalf of the State University of New York at New Paltz, having its principal place of business at 1 Hawk Drive, New Paltz, NY 12561 (hereinafter referred to as “SUNY New Paltz” and _____, a commercial / non-commercial] organization having its principal place of business located at _____, hereinafter referred to as “the Permittee,” and collectively as “the Parties.”

WITNESSETH:

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; for a Covered Activity, defined herein as an activity conducted by the Permittee occurring on campus, for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, SUNY New Paltz has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY New Paltz will make such facilities available to the Permittee for the Covered Activity.

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**, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. SUNY New Paltz 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 New Paltz 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. 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.
3. Upon the prior written approval by SUNY New Paltz, the Permittee may use other areas of the SUNY New Paltz upon the same terms and conditions as provided herein.
4. The Permittee agrees to provide SUNY New Paltz with 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.
5. In consideration of the facilities and services to be provided by SUNY New Paltz as enumerated herein, the Permittee agrees to reimburse SUNY New Paltz 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 New Paltz to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY New Paltz. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.
6. 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 New Paltz 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.
7. 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 personnel involved in the Covered Activity whose actions, or failure to act, shall in the sole judgment of SUNY New Paltz, after consulting with the Permittee, be deemed to be detrimental to SUNY New Paltz.

8. If in the judgment of SUNY New Paltz the activities of any personnel in any way involved in the Covered Activity should be such that SUNY New Paltz, after consultation with the Permittee, shall determine that the continuation of the Covered Activity for the then remaining period covered by this Agreement shall be contrary to the best interest of SUNY New Paltz, SUNY New Paltz may terminate this Agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from SUNY New Paltz premises.
9. This Agreement 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 New Paltz 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 authority of the State University of New York or SUNY New Paltz 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.
11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between SUNY New Paltz and the Permittee regarding the use of the State 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 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 New Paltz.
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 New Paltz be used by Permittee for any purpose without prior approval of the SUNY New Paltz.
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 Covered Activity, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York 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 in connection with the claims, suits and losses, as aforesaid. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, SUNY New Paltz 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. The Permittee agrees to provide SUNY New Paltz with the insurance coverage listed below, naming the State University of New York, as an additional insured covering property damage, personal injury or death arising out of the use of SUNY New Paltz facilities. The Permittee further agrees to provide the SUNY New Paltz designee cited in paragraph 20 of this Permit evidence of such coverage within five (5) business days of execution of this permit or at minimum two weeks (14 days) prior to the Covered Activity. Permittee agrees to provide notice to SUNY New Paltz of any cancellation of such policies, renewal policies, or new policies.
- (a) General Liability insurance two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate;
 - (b) New York State Workers' Compensation and disability insurance 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.
- If required:
- (c) Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of University facilities.
17. If the Covered Activity for which this permit issues is a children's camp as defined by New York Public Health Law § 1392, Permittee agrees to provide SUNY New Paltz with a copy of its camp operator permit issued by the New York State Commissioner of Health upon execution of the Permit, and not later than two weeks (14 days) before the scheduled use of University facilities.
18. The Permittee represents and warrants that for all of its employees, volunteers, subcontractors and agents who shall enter upon University facilities for purposes related to the Covered Activity, Permittee has conducted within the ninety (90) day period preceding the use of University facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry.
- (a) A search of the NY Sex Offender Registry means:
 - (i) a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NY Division of Criminal Justice Services pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website (http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm); and
 - (ii) retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.
 - (b) A search of the National Sex Offender Public Registry means:
 - (i) a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and
 - (ii) retention of the records of the results of such search.
19. The Permittee represents and warrants that for all facets of the Covered Activity:
- (a) it shall adhere to the following minimum staff-to-child supervision ratios by age of child:

5 years and younger:	1 staff for each 6 children;
6-8 years:	1 staff for each 8 children;
9-14 years:	1 staff for each 10 children;
15-16 years:	1 staff for each 12 children.
 - (b) at least 80% of its staff are eighteen (18) years of age or older and that all staff are at least sixteen (16) years of age and at least two (2) years older than the children with whom they are working;
 - (c) its staff has training specific to the program or activity; and

(d) the overall supervisor for each program and activity is an adult with certification or documented training and/or experience in that program or activity.

20. The Permittee represents and warrants that any time it provides transportation for participating minors to and from the SUNY New Paltz grounds, in addition to the driver of the vehicle, there shall be at least one other staff member in the vehicle at all times.

21. The Permittee acknowledges that it has received a copy of the State University of New York Child Protection Policy (http://www.suny.edu/sunypp/documents.cfm?doc_id=762) and Mandatory Reporting and Prevention of Child Sexual Abuse Policy (http://www.suny.edu/sunypp/documents.cfm?doc_id=759) and agrees to abide by all of their terms, including its requirement that any suspected physical abuse or sexual abuse of a child be reported immediately to University Police. The Permittee's written acknowledgement is attached hereto as **Exhibit D**. Permittee represents and warrants that it has caused each of its employees, agents and volunteers, and those of its sub-permittees, who is responsible for custody, control or supervision of children participating in the covered Activity, to complete the Acknowledgement of review of the above-referenced policies and their agreement to abide by their terms, available at these links:

- **Exhibit D**, Permittee Acknowledgement of Receipt of SUNY Child Protection Policies
- SUNY Child Protection Policy (http://www.suny.edu/sunypp/documents.cfm?doc_id=762)
- SUNY Policy on Mandatory Reporting and Prevention of Child Sexual Abuse, Policy Document No. 6504 (http://www.suny.edu/sunypp/documents.cfm?doc_id=759)

22. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY New Paltz, 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.

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

TO SUNY New Paltz: State University of New York at New Paltz
Michele Halstead
Vice President, Finance & Administration
1 Hawk Drive
New Paltz, NY 12561-2443
845-257-3295

TO THE PERMITTEE: _____
Company/Organization Name

Representative Name

Street Address

City, State & Zip

Telephone

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

24. 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**, State University of New York Standard Contract Clauses
 2. **This Agreement**
 3. **Exhibit B**, Designated Facilities and Services
 4. **Exhibit C**, Costs and Services
 5. **Exhibit D**, Permittee Acknowledgement of SUNY Child Protection Policies
25. 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 independent contractor.
26. The permission hereby granted shall be effective _____ 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 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, except that this permit shall terminate _____ 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.

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

STATE UNIVERSITY OF NEW YORK AT NEW PALTZ

By: _____
Campus President of Authorized Designee

PERMITTEE

By: _____
Official Representative of Permittee or Authorized Designee

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:

Date _____

ERIC SCHNEIDERMAN
Attorney General

By _____

Approved and Filed:

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By _____

Date _____

EXHIBIT C

Costs and Services

State University of New York at New Paltz

Permittee Name _____

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

\$ _____ Rehearsal Rental Fee/Day	*	_____ Day(s)	=	\$ _____
\$ _____ Event Rehearsal Fee/Day	*	_____ Day(s)	=	\$ _____
Administrative Fee (6.60%)			=	\$ _____
Total Rental Fee			=	\$ _____

Rental Fee is to be paid in full, at least 5 business days in advance of the event.

Within 10 business days after the event, an invoice will be issued to the Requesting Organization for the exact amount of the Technician Fee (based on actual hours worked), other Additional Fees and any costs to restore/repair the premises.

Make checks payable to SUNY New Paltz.

Mail checks to: Christine DeLape, Assistant to the Dean
School of Fine & Performing Arts, College Theatre 118
SUNY New Paltz
1 Hawk Drive
New Paltz, NY 12561-2443

EXHIBIT D
Permittee Acknowledgement of Receipt of SUNY Child Protection Policies

State University of New York at New Paltz

Revocable Permit Issued to _____

Permittee acknowledges that on _____ [date] it has received copies of the State University of New York policies entitled: (1) Child Protection Policy; and (2) Policy on Mandatory Reporting and Prevention of Child Sexual Abuse. Permittee represents that it has reviewed said policies and agrees to abide by their terms, including provisions requiring that actual and suspected physical abuse and sexual abuse of a child be reported immediately to the New Paltz University Police Department at 1 Hawk Drive, Service Building 100, New Paltz, NY 12561 or 845-257-2222.

Permittee acknowledges that for all of its employees and volunteers, and employees and volunteers of its sub-permittees who shall enter upon University facilities for purposes related to Covered Activity, permittee has (i) required said Covered Persons to review the above-named policies and to complete an Acknowledgement of their agreement to abide by their terms; (ii) conducted a search of the NY Sex Offender Registry; and (iii) conducted a search of the National Sex Offender Public website within the ninety (90) day period preceding its use of University facilities and has retained the records of such search.

Permittee Name _____

By _____

Print Name _____

Title _____

Address _____

Date signed _____

**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 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