



STATE UNIVERSITY OF NEW YORK AT CANTON
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS

REVOCABLE PERMIT INSTRUCTIONS

These instructions and following permit are to be used for use of University athletic facilities.

Revocable permits are issued for short-term use of University facilities by non-commercial organizations. State University guidelines generally prohibit the University from providing space to commercial organizations.

Before an organization may proceed with the following permit, the organization must have –

1) Filled out and submitted the Facility Rental Request form found on the SUNY Canton Athletic website - <http://www.canton.edu/athletics/08facilities/facilityinfo.html>

2) Must have received a Facility Rental Acceptance Letter in response to the request.

INFORMATION NEEDED TO COMPLETE THE CONTRACT/PERMIT BELOW IS FOUND IN THE RESERVATION ACCEPTANCE LETTER.

The letter will contain the fee for rental and also a Revocable Permit No. that must be entered in the contract/permit. Please have that letter handy when you fill out the contract/permit.

Requests for facility use are not to be considered approved until written confirmation for that specific request has been received by the organization and the Revocable Permit has been executed including the submission of the required certificate of insurance.

Make sure to fill in all of the blue shaded fields on the contract/permit including the Exhibits and **sign on page 3 of the permit as Official Representative of Permittee**. The form is interactive, so all fields except for signature can be filled in electronically. The form can be submitted electronically, however, the signature page must be faxed or mailed along with the organization's certificate of insurance.

PLEASE MAKE SURE TO PRINT A COPY AFTER FIELDS HAVE BEEN FILLED IN.

IF YOU HAVE A FACILITY RENTAL ACCEPTANCE LETTER PROCEED TO NEXT PAGE.

**ALL QUESTIONS CONCERNING ATHLETIC FACILITY RENTAL MUST BE DIRECTED TO:
John Vandevere, Facilities Director, 315-386-7051, vandeverej@canton.edu**

**STATE UNIVERSITY OF NEW YORK AT CANTON
CANTON, NEW YORK 13617
REVOCABLE PERMIT
NON-COMMERCIAL ORGANIZATIONS
OCCASIONAL USERS**

THIS AGREEMENT, made this day of in the year

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, hereinafter referred to as "State University" acting for and on behalf of the State University of New York at Canton, 32 Cornell Drive, Canton, New York 13617,

hereinafter referred to as "the College", and

(Incorporated, Not Incorporated), a non-commercial organization having its principal place of business located at:

hereinafter referred to as "the Permittee".

WITNESSETH:

WHEREAS, the Permittee will be conducting an on campus event which requires certain facilities, hereinafter referred to as the "event", and

WHEREAS, State University has such facilities available at the College, and

WHEREAS, the parties desire to enter into an agreement whereby State University 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 State University 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 State University, the Permittee may use other areas of the College Campus upon the same terms and conditions as provided herein.
4. In consideration of the facilities and services to be provided by State University as enumerated herein, the Permittee agrees to reimburse State University in accordance with the costs or services stipulated on the attached "Exhibit C" and any other extraordinary costs incurred by the College to meet the requirements of the Permittee. Payment shall be made by the Permittee upon receipt of an official billing statement from the College. The form and manner of presentation of the statement shall be mutually agreed upon by the Permittee and the College.
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 State University or others, and for injury to persons (including death) which may in any way result from the operation or conducting of the event, or may be caused by any of the persons involved in the event, whether or not directly caused by the Permittee.
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 State University, after consulting with the Permittee, be deemed to be detrimental to State University.

7. In addition to the authority of State University of New York under paragraph 2, if, in the judgment of the State University, 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 State University, State University may terminate this agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from State University premises.
8. This agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established University and College 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 local, State, or Federal Governmental body.
9. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authorization of State 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 State University over the said State property be in any way diminished.
10. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between the State University and the Permittee regarding the use of the State controlled property to which this permit relates.
11. 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 State University.
12. 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.
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 or the State University of New York be used by Permittee for any purpose without prior written approval of the State University.
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 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 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 so to do, to assume the defense and to defend, as its own cost and expense, any action brought at any time against the People of the State New York and /or the State University of New York in connection with the claims, suits, and losses, as aforesaid.
16. The Permittee agrees to provide evidence of appropriate insurance protection or, subject to campus determination, reimburse the campus for its prorated share of insurance purchased on behalf of noncommercial organizations covering property damage, personal injury, or death arising out of the use of University facilities.
17. The Permittee specifically agrees that if this permit is canceled 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 and shall be served either personally or by registered mail addressed as follows:

TO THE COLLEGE: **Vice President for Administration**
34 SUNY Canton
Cornell Drive
Canton, NY 13617

TO THE PERMITTEE:

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

EXHIBIT B

**STATE UNIVERSITY OF NEW YORK
AT CANTON
CANTON, NEW YORK 13617**

REVOCABLE PERMIT #

(From Facility Rental Acceptance Letter)

NON_ COMMERCIAL ORGANIZATIONS OCCASIONAL USERS

NAME OF PERMITTEE:

FACILITY TO BE UTILIZED:

The above facility will be provided by the College in accordance with the attached fee schedule (Exhibit C) to the above named Permittee on the following date/s:

during the hours of:

EXHIBIT C

STATE UNIVERSITY OF NEW YORK
AT CANTON
CANTON, NEW YORK 13617

REVOCABLE PERMIT

(From Facility Rental Acceptance Letter)

NON_COMMERCIAL ORGANIZATIONS OCCASIONAL USERS

NAME OF PERMITTEE:

The permittee agrees to compensate the College in the amount of:

(fill in amount from Facility Rental Acceptance Letter)

within 30 days of invoice date for the use of the facilities described in Exhibit B. This compensation was determined in accordance with the fee schedule noted in the reservation acceptance letter and based on the rental fee schedule posted on the SUNY Canton Athletic website:

<http://www.canton.edu/athletics/08facilities/facilityinfo.html>

Permittee will be invoiced for total costs after rental. Payment should be made payable to **SUNY Canton Athletics**. Copy of invoice should accompany payment and directed to: **Student Service Center, French Hall 100, SUNY Canton, Canton, New York 13617**.

Please note that we cannot do multiple billings. If other organizations are sharing the rental cost with you, it is your responsibility to secure their payment share from them. As the originator of the rental request, you will be charged for the full rental.

Extra expenses incurred by the College as a result of the use of the facility will be charged to the user in addition to the original fee outlined in the reservation acceptance letter. Actual costs will be billed after the use of the facility. Such additional cost may be associated with damage to facility, equipment or unacceptable condition upon departure of facility.

Payment must be made within 30 days of invoice date. Failure to pay within this period will result in a \$25.00 late fee and further rental by the organization may be jeopardized.