

STATE UNIVERSITY OF NEW YORK AT STONY BROOK
TUTORIAL FACILITIES USE PERMIT

This REVOCABLE PERMIT AGREEMENT is made this ____ day of _____, 2008, 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 the University College of _____, by _____, its Faculty Director, as Sponsor of _____, (Tutor), residing at _____.

Subject to and in consideration of mutual covenants, terms and conditions set forth below, the parties hereto agree as follows:

1. Access to a portion of the University campus described in Exhibit A hereto shall be provided by the University to Tutor on the dates set forth therein, between the hours of 6:00 p.m. and 10:00 pm. This permit may be renewed on mutual written agreement for one (1) additional semester. Tutor shall notify the University of his/her desire to renew at least thirty (30) days prior to the intended use of University facilities.

2. Tutor may use the space solely for the purpose of providing supplemental educational services for students currently enrolled in _____ (name courses). Tutor's activities shall not infringe on, delay, or conflict with the normal operations of the University. All tutorial operations of Tutor shall be conducted in accordance with University Policy 517 (Facilities Use Guidelines) and the University Conduct Code.

3. The University shall be paid a reimbursement fee of \$ _____ for room maintenance and operation costs. This fee may reassessed annually, taking into consideration the facility rental costs established and published by the University Controller on an annual basis, as well as the educational service provided by Tutor to the academic community. Payment shall be due the University within thirty (30) days from Tutor's receipt of the billing invoice.

4. Prior to departing the premises each evening, Tutor shall restore the site to its original condition. Notwithstanding paragraph 3 above, if such restoration is not completed to the satisfaction of the University, Tutor shall be held responsible for and liable to the University for payment of any and all additional costs incurred by the University to restore the space to its original condition. In accordance with University Policy 517, Sponsor expressly acknowledges his/her responsibility for payment of any outstanding charges incurred by Tutor hereunder.

5. Tutor shall comply with all University regulations and policies, the University Code of Conduct and with all applicable state, federal and municipal laws, orders, regulations and requirements. Tutor shall obtain and keep in force at his/her sole cost and expense, any permits or licenses that may be required in this jurisdiction.

6. Subject to the authority of the SUNY Trustees to revoke this Permit at any time without cause, the University may revoke this Permit immediately for serious violations of its

provisions, University policy or procedures, or State, federal or local law. The University may also revoke this Permit immediately if Tutor fails to remedy any violation within two (2) days of notice of such violation. The University may relocate or revise the access provided by this Permit if the University reasonably determines that such revision or relocation is in its best interests.

7. Tutor 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. Tutor further agrees that if his/her 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. Tutor 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 his/her activities. Tutor agrees to indemnify and hold harmless the State of New York and the State University of New York at Stony Brook from any and all claims, suits, actions, damages and costs arising out of or relating to his/her or the student invitees' use of the space and facilities, or violation of any law, code, order, ordinance or University rule or regulation.

9. Tutor specifically agrees that if this Permit is canceled or terminated for any reason, Tutor shall have no claim against the State of New York, the 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.

10. Before the effective date of this Permit, Tutor shall provide a certificate of insurance evidencing general liability insurance in the amount of one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate for liability coverage for acts committed by or suffered by Tutor, his/her agents, invitees and/or visitors. Such insurance shall name the State of New York and the State University of New York at Stony Brook as "additional insureds" and shall remain in effect throughout the term of this Permit.

11. 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.

12. Tutor specifically agrees not to hold him/herself 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 any tutorial service provided under this Permit, nor shall the name, logo or any mark 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 Tutor for any purpose whatsoever, without prior, specific written approval from the University.

13. Tutor agrees that this Permit does not create the relationship of landlord and tenant between the University and Tutor with regard to the use of state-owned property to which this Permit relates. Tutor further agrees that the relationship to University arising out of this Permit is not that of employee-employer, but is, instead, that of independent contractor, and acknowledges his/her sole and independent responsibility for compliance with all relevant state and federal tax laws.

14. Notice to any party hereunder shall be in writing, signed by the party giving it, and served either personally or by registered mail, with a copy sent by email, to the following addresses:

To: _____
Faculty Director, University College of _____
c/o

SUNY at Stony Brook
Stony Brook, New York 11794
Email: _____

To: James W. Fabian, Director
University Revocable Permit Program
W4559 Melville Library
Stony Brook, New York 11794-6000
Email: james.fabian@stonybrook.edu

To: Tutor
Address

Email:

15. Tutor may not assign or otherwise transfer all or any part of his/her interest in this Permit or the Premises to any third party without University's prior written consent.

16. This Permit and attached Exhibit A constitutes 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. This Permit shall be interpreted according to the laws of the State of New York.

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

STATE UNIVERSITY OF NEW YORK
AT STONY BROOK

UNIVERSITY COLLEGE OF _____

James Fabian, Director
University Revocable Permit Program

Faculty Director

EXHIBIT A

Description of facilities, space and schedule

Estimated number of students per course:

Course ____:

Course ____:

Requested tutorial dates and times:

Course ____:

Course ____:

Facilities and space (TBD by University)

Course ____:

Course ____: