

State University of New York at Binghamton

Athletic Suite Agreement

THIS REVOCABLE PERMIT, made this ____ day of _____, 2024, 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 Binghamton of New York at Binghamton, having its principal place of business at located at PO Box 6000, 4400 Vestal Parkway East, Binghamton, New York 13902-6000 (hereinafter referred to as "SUNY Binghamton" and:

hereinafter referred to as "Permittee(s)" or "Suiteholder(s)". The Permittee and SUNY Binghamton may be referred to collectively as "the Parties."

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; and

WHEREAS, SUNY Binghamton has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Binghamton will make such facilities available to the Permittee for on-campus activity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties hereto agree as follows:

1. A Revocable Permit ("Permit") is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services described in **Exhibit B**, attached hereto and made a part hereof, on the date(s) and at the times specified thereon ("Premises").
2. The term of this Permit shall commence and end on the dates indicated in **Exhibit B** and may be revoked at any time without cause. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.
3. SUNY Binghamton shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the Premises. No telephone service shall be provided by SUNY Binghamton to Permittee.
4. In consideration of the facilities and services to be provided by SUNY Binghamton as enumerated above, the Permittee agrees to reimburse SUNY Binghamton in accordance with the costs or services stipulated to in **Exhibit B**, and any other extraordinary costs incurred by SUNY Binghamton to meet the requirements of the Permittee. Payment shall be made by Permittee upon receipt of an invoice from SUNY Binghamton.
5. The Permittee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition as stipulated to in Exhibit C, attached hereto and made a part hereof, on the date(s) and at the times specified thereon ("Premises"). Upon revocation of this Permit, 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.
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 Binghamton or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Permittee's business, Permittee's use of the Premises, including facilities, appurtenances and surrounding grounds, or that may be caused by Permittee's agents, or any persons involved in the Permittee's business, 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 Permittee's business or Permittee's use of the facilities, and agrees to remove any personnel whose actions, or failure to act, shall in the sole judgment of SUNY Binghamton, after consulting with the Permittee, be deemed to be detrimental to SUNY Binghamton.
8. The Parties agree that if in the judgment of SUNY Binghamton the activities of Permittee, or its agents, should be such that SUNY Binghamton, after consultation with the Permittee, shall determine that the continuation of the Permittee's activities for the then remaining period covered by this Permit shall be contrary to the best interest of

SUNY Binghamton, SUNY Binghamton may terminate this Permit without liability of any kind whatsoever therefor, and the Permittee and its agents shall be thereupon removed from SUNY Binghamton Premises.

9. This Permit 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 Binghamton regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto, including the SUNY Standard Contract Clauses, attached hereto, incorporated 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 that 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 Binghamton 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 Binghamton and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.

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 Binghamton.

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 the Premises described 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 Binghamton be used by Permittee for any purpose without prior written and signed approval of SUNY Binghamton.

15. The Permittee assumes all risk incidental to the use of the Premises 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 Permittee's use of the Premises, including facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and 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 Premises, any facilities, 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. Notwithstanding the foregoing, Permittee shall not be liable for any consequential, indirect, or special damages of any kind

that may result directly or indirectly from its use of said facilities, including, without limitation, damages resulting from loss of use or loss of profit by SUNY or others.

16. The Permittee specifically agrees that if this Permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Campus, 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.

17. Executive Order No. 177. In accordance with Executive Order No. 177, Permittee hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

18. Permittee Responsibility. (a) General Responsibility. The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

19. (b) Suspension of Work for Non-Responsibility. The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) Termination for Non-Responsibility. Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

20. This Permit; Exhibit A, State University of New York Standard Contract Clauses; Exhibit B, Contribution Agreement; and Exhibit C, Rules and Regulations for Use of Events Center Box collectively 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 Permit, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:

- a. [Exhibit A State University of New York Standard Contract Clauses](#)
- b. This Revocable Permit
- c. Exhibit B: Contribution Agreement
- d. [Exhibit C: Terms, Rules and Regulations for Use of Events Center Box](#)

21. The Permit hereby granted may be revoked at any time without cause. Notice of revocation will be served either in person or by certified mail, or by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. 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.

22. Force Majeure: If the Events Center becomes unavailable for events as a result of any occurrence beyond SUNY Binghamton's reasonable ability to control, including, but not limited to, fires, acts of God, a decision by the State University of New York and/or the NCAA, any applicable government or federal law or regulation, order or decree, or any other similar or dissimilar occurrence, or in the event of a construction project (including roof replacement) or maintenance or repairs to the Events Center, or as a result of any decision to demolish the Events Center for any reason, or if SUNY Binghamton is obligated by these Rules and Regulations to make a pro rate refund to the Suiteholder, SUNY Binghamton's liability to the Suiteholder shall be limited to a refund of (i) the purchase price paid for tickets and parking passes purchased by the Suiteholder for the cancelled or otherwise eliminated events, plus (ii) a pro rata portion of the contribution and the charge for closed circuit and cable television service paid for the remainder of the term, such pro rata portion to be determined by a fraction the numerator of which is the number of the regularly scheduled men's varsity **basketball** games involving SUNY Binghamton at the Events Center during the term of the Contribution Agreement which are cancelled and the denominator of which is the total number of regularly scheduled men's varsity **basketball** games involving SUNY Binghamton at the Events Center during the term of the Suiteholder's Contribution Agreement.

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

STATE UNIVERSITY OF NEW YORK

By: _____ Date: _____
Name:
Title:

PERMITTEE

By: _____ Date: _____
Name:
Title:

PERMITTEE

By: _____ Date: _____
Name:
Title:

EXHIBIT B: CONTRIBUTION AGREEMENT

This Agreement sets forth the terms and conditions upon which the Suiteholder identified below for events in the "Events Center" located at SUNY Binghamton.

Term: Start: ___/___/_____ End: ___/___/_____

Suiteholder Name(s)

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Contribution: \$ _____ *due on* _____. *This represents the cost of the suite (_____) and 16 combo season tickets at a rate of \$185 per regular ticket for Binghamton University men's and women's basketball seats in the box.* These tickets are for Binghamton University regular season games only. Postseason tickets will need to be purchased separately.

The Contribution covers *Suite #* _____, *located in* _____ *of the Events Center.*

Individual having authority to act on behalf of Suiteholder (hereinafter referenced as the "Authorized Representative"):

Name:

Address:

Telephone: