

State University of New York at Binghamton

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

THIS AGREEMENT, made this 14th day of January 2022, 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 Binghamton, having its principal place of business at 4400 Vestal Parkway East, Binghamton NY 13902-6000 (hereinafter referred to as “SUNY Binghamton” and **Vestal Central School District** a **[commercial / non-commercial]** organization having its principal place of business located at **Vestal Central School District, 201 Main Street Vestal, NY 13850**, hereinafter referred to as “the Permittee,” and collectively as “the Parties.”

W I T N E S S E T H:

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 SUNY Binghamton, for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, SUNY Binghamton has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Campus 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 Binghamton 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 Binghamton 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 Binghamton, the Permittee may use other areas of the SUNY Binghamton upon the same terms and conditions as provided herein.
4. The Permittee agrees to provide SUNY Binghamton 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 Binghamton as enumerated herein, the Permittee agrees to reimburse SUNY Binghamton 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 Binghamton to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY Binghamton. 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 Binghamton 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 Binghamton, after consulting with the Permittee, be deemed to be detrimental to SUNY Binghamton.
8. If in the judgment of SUNY Binghamton the activities of any personnel in any way involved in the Covered Activity should be such that SUNY Binghamton, 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 Binghamton, SUNY Binghamton 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 Binghamton 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 Binghamton 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 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 agreement shall be that of independent contractor.
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 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 Binghamton be used by Permittee for any purpose without prior approval of the SUNY Binghamton.
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. 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 agrees to provide SUNY Binghamton 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 Binghamton facilities. The Permittee further agrees to provide the SUNY Binghamton 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 Binghamton of any cancellation of such policies, renewal policies, or new policies.
 - i. General Liability insurance two million dollars (\$2,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate;
 - ii. *For those instances in which a campus believes that the activity is so long or substantial and that the obtaining of such insurance will not unduly preclude beneficial use of the campus' facilities, the campus should require additional insurance in the form of: 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.*
 - iii. New York State Workers' Compensation, Disability Benefits and Paid Family Leave coverage 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 and Paid Family Leave Laws.
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 Binghamton 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:**

(i) **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.

(ii) **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;**

(iii) **its staff has training specific to the program or activity; and**

(iv) **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 campus 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 and Mandatory Reporting and Prevention of Child Sexual Abuse Policy 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:

- Child Protection Policy (<https://www.binghamton.edu/operations/policies/policy-620.html>)
- Mandatory Child Sexual Abuse Reporting & Prevention (<https://www.binghamton.edu/operations/policies/policy-808.html>)

22. 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.

23. **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.

24. **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. (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.
25. 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 Binghamton:
State University of New York at Binghamton
Ze D. Zeon, Associate Director of Athletics
4400 Vestal Parkway East
Binghamton, NY 13902-6000
607-777-9366
zezeon@binghamton.edu

John Cordi, Chief Financial Officer
& Senior Associate Vice President
4400 Vestal Parkway East
Binghamton, NY 13902-6000

TO THE PERMITTEE:
Kay Ellis, District Clerk

Jeffrey Ahearn, Superintendent
Vestal Central School District
201 Main Street
Vestal, NY 13850

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

26. 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
 6. Exhibit E, The Americans with Disabilities Act (ADA)
27. The permission hereby granted shall be effective **June 21, 2022 at 9:00AM** 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 **June 25, 2022 at 5:00PM** 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.
28. Upon execution of this permit, the Permittee agrees to pay a non-interest security deposit to SUNY Campus in the amount of 20% (Twenty Percent) of the fee amount on ***Exhibit C***. The Permittee further agrees that SUNY Binghamton may, in its sole discretion, apply the security deposit toward repair of damages to SUNY Binghamton facilities. Should damages exceed the amount of the security deposit, Permittee agrees to pay for any and all additional costs of repair.
29. The Permittee agrees that failure to timely cancel the reservation shall result in SUNY Binghamton retention of all or a portion of the security deposit, as provided in the Security Deposit Refund Schedule on ***Exhibit C***.
30. **Coronavirus and COVID-19 Guidance:** Permittee agrees to adhere to the State of New York “Interim Guidance for Large Gatherings and Public Spaces During the COVID-19 Outbreak” issued March 13, 2020, available at this link: https://health.ny.gov/diseases/communicable/coronavirus/docs/guidance_for_large_gatherings.pdf; and generally, State of New York guidance on response to coronavirus, available at this link: <https://health.ny.gov/diseases/communicable/coronavirus/>; the U.S. Centers for Disease Control (“CDC”) Interim Guidance for Coronavirus Disease 2019 on Large Events and Mass Gatherings dated March 15, 2020 available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/large-events/mass-gatherings-ready-for-covid-19.html>; the CDC Interim Guidance for Businesses and Employers available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>; and generally, CDC guidance on response to Coronavirus (COVID-19), available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Permittee further agrees to consult the above-referenced guidance materials issued by New York state and federal authorities daily, and to conform its activities to updated guidance and recommendations. In the event Permittee has reason to suspect that any participants in its Covered Activity could potentially have been exposed to COVID-19, Permittee shall immediately contact JoAnn Navarro, Vice President for Operations at 607-777-3060 or email jnavarro@binghamton.edu.
31. **Force Majeure:** A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even

by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.

32. The Americans with Disabilities Act (ADA) provides specific guidance for programs and services of the federal government, contractors, and entities receiving federal funds regarding facilities and participation by people with disabilities. The tenants of titles II and III (ADA) apply to Exhibit E and must be followed.

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
AT BINGHAMTON

PERMITTEE

By: _____
Matt Schofield
Director of Procurement

By: _____
[Type Name]
Official Representative of Permittee or
Authorized Designee

Date: _____

Date: _____

(For long term permits (over 30 days), the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

By: _____
Vice Chancellor for Capital Facilities
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds \$25,000.)

Approved as to Form:

LETITIA JAMES
Attorney General

By: _____

Date: _____

Approved:

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By: _____

Date: _____

ADDENDUM

Terms and Conditions for all Revocable Permits State University of New York at Binghamton

Effective November 27, 2006

For events where SUNY Binghamton is not a major, formal sponsor, endorser or participant in the event, SUNY Binghamton will assist outside events marketers in making their event a success. However, SUNY Binghamton will not allow use of the SUNY Binghamton identity or images in ways that imply SUNY Binghamton sponsorship, endorsement or participation.

- 1) SUNY Binghamton will allow use of a photo or image to assist with promotion of non-SUNY Binghamton events. However, the imagery must be used as a secondary or support visual in promotional materials to identify the event location. The SUNY Binghamton image cannot be used as a primary or dominant visual. Events marketers must submit layouts of any promotional materials that use the SUNY Binghamton image to the Office of Communications and Marketing for review and approval prior to printing.
- 2) SUNY Binghamton will not allow use of the SUNY Binghamton logo or other representation of the SUNY Binghamton identity on materials promoting non-SUNY Binghamton events or those where SUNY Binghamton is not a major, formal sponsor, endorser or participant.

SUNY Binghamton will allow videotaping of non-SUNY Binghamton events so long as the final footage does not include prominent SUNY Binghamton logos or other SUNY Binghamton identity images, such as the "Premier Public" banner.

ADDENDUM

State University of New York Binghamton Tobacco Free Campus

Permittee acknowledges that effective August 1, 2017, SUNY Binghamton is a tobacco-free campus to provide a healthy environment for its community members and as such the use or sale of tobacco products in or on SUNY Binghamton-owned or SUNY Binghamton-leased property is prohibited.

This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco products, including but not limited to, cigarettes, electronic nicotine delivery systems, cigars, hookah-smoked products, clove cigarettes, bidis, kreteks, smokeless tobacco and snus, is not permitted on any university owned or leased property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and state-owned vehicles. This prohibition also includes no smoking in personal or contractor-owned vehicles on university property.

Vendor agrees that it and its employees, agents and subcontractors are all subject to this policy and will abide by same. Failure of vendor or any of its employees, agents and subcontractors to comply with this policy shall be considered a breach of contract.

Thank you for your support of SUNY Binghamton as a tobacco free campus.

EXHIBIT A
State University of New York Standard Contract Clauses

Exhibit A: https://www.suny.edu/sunypp/lookup.cfm?lookup_id=126

Exhibit A-1: https://www.suny.edu/sunypp/documents.cfm?doc_id=125

EXHIBIT B
Designated Facilities and Services

State University of New York at Binghamton

Vestal Central School District

The following facilities and services at SUNY Campus are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Agreement.

Binghamton University Events Center

(Rehearsal) Tuesday, June 21, 2022

9:00AM - 1:30PM

(Ceremony – 1PM) Saturday, June 25, 2022

9:00AM – 5:00PM

This agreement shall not be construed so as to permit the Permittee to sell food, beverages, programs, souvenirs, or other items without the express consent of SUNY Binghamton, which consent must be in writing. The Permittee is aware of the Concession Agreement between SUNY Binghamton and Sodexo Campus Services, currently in effect, and agrees to be subordinated to any of the rights contained therein.

EXHIBIT C
Costs and Services

State University of New York at Binghamton

Vestal Center School District

The Permittee agrees to the ESTIMATED total amount for the use of facilities described in Exhibit C. Payment is determined on the following basis: Final invoice shall be submitted approximately thirty (30) business days following the conclusion of event.

Facility Usage:

Facility Rental: Events Center	\$3,700.00
Setup/Teardown/Cleaning (Ceremony)	\$2,000.00
Setup/Teardown/Cleaning (Rehearsal)	\$150.00
Rental of TAU Club Room	\$400.00
Parking lot reservation for June 21st rehearsal (Lot F3 for staff)	\$518.00
Two (2) University Police Officers for Ceremony (12:00PM – 4:00PM)	\$464.00
One (1) Building Supervisor (10 Hours)	\$150.00
One (1) Maintenance Staff	\$300.00
One (1) Professional Staff Event Manager (6 hours)	\$210.00
Sixteen (16) trained crowd managers (4 hours each)	\$960.00
Estimated Total:	\$8,852.00

Plus any damage to facility and/or equipment, replacement will be at direct cost.
Additional staff fees may be assessed if your event requires more than stated above.

Payable to: State University of New York at Binghamton

Services/Information:

1. All camps must be held in accordance with NCAA and Binghamton University rules. All rules are subject to change, and new rules enacted at any time, it is your responsibility to ensure continued compliance.
2. A member of the current Binghamton University staff is expected to be present throughout the contracted/utilized hours.
3. It is strongly recommended that an AED unit be available during the camp hours, and is the responsibility of the party renting the fields.
4. A facility supervisor will not be scheduled throughout the facility usage times. Please report any emergencies to Harpurs Ferry or UPD.
5. Parking – Permits are required Monday - Friday. For parents dropping off/picking up their children, vehicles can park, legally, for a maximum of 15 minutes with their flashers on. Each camp will be charged a \$75.00/week parking fee from Binghamton University Parking Services. For any camp during the weekday of Monday-Friday. Counselors and staff can park in the same lot during contracted camp hours. For more information please call 777-2279 or visit <http://www2.binghamton.edu/about/visiting-campus/visitors-parking.html> or visit Parking Services in room G-08 of the Couper Administration Building.
6. Any/all food service must be provided by Sodexo Campus Service. Outside catering services are not permitted on campus.
7. Access to any athletic trainers and equipment must be coordinated through the designated Athletic Trainer, Noel Zeh, in advance of the camp.
8. Harpurs Ferry ambulance service will not be assigned to this event, but can be called by the site supervisor if situations arise that requires medical intervention (777-3333 or 911 for Emergencies).
9. All activities involving minors on campus must abide by the Binghamton University Minors Policy. Any changes to such policy will be communicated as soon as possible, however all events must remain in compliance.
10. In the event of a lightening or weather emergency, please ensure all camp officials are aware of appropriate emergency procedures. The Events Center will be opened for emergency shelter for the camp participants.
11. All expenses from campus services will be billed through the Athletic Department. You will be responsible for all costs agreed with the providers, including Sodexo, Housing, Pool/Lifeguards, and Parking.
12. After conclusion of camp/clinic permittee is in charge of locking up facility.

EXHIBIT D
Permittee Acknowledgement of Receipt of SUNY Child Protection Policies

State University of New York at Binghamton
Revocable Permit Issued to
Vestal Central School District

Vestal Central School District acknowledges that on **January 14, 2022** 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. **Vestal Central School District** 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 campus University Police Department at Couper Administration Building and 607-777-2393.

Vestal Central School District 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: _____

EXHIBIT E
The Americans With Disabilities Act (ADA)

Title II:

No qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity (Equal Opportunity Commission & The U.S. Department of Justice, 1991, p. 11-56).

- a) a public entity shall take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others.

- b) (1) A public entity shall provide appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by a public entity.

(2) In determining what type of auxiliary aid and services where necessary, a public entity shall give primary consideration to the requests of the Individuals with disabilities (Equal Employment Opportunity Commission & The U.S. Department of Justice, 1991, p. 11-67).

Title III:

- 1) Qualified interpreters, note-takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed captioning, telecommunications devices for the deaf (TDDs), videotext displays, or other effective methods of making aurally delivered materials available to individuals with hearing impairment.

- 2) Qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods of making visually delivered materials available to Individuals with vision impairments.

- 3) Acquisition or modification of equipment or devices (Equal Employment Opportunity Commission & The U.S Department of Justice, 1991, p. 111-78---111-79).

**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 _____, 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