

**New York State Division of Homeland Security and  
Emergency Services  
Revocable Permit for Access and Use  
State Preparedness Training Center  
“NYS AGENCY USE ONLY”**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the NYS Division of Homeland Security and Emergency Services having its principle place of business at the Harriman State Office Campus, 1220 Washington Avenue, Building 7A, 7th Floor, Albany, New York 12226, hereinafter referred to as the “State” and \_\_\_\_\_ having its principal place of business located at \_\_\_\_\_, hereinafter referred to as “the Permittee”.

**WITNESSETH:**

**WHEREAS**, the State has exclusive access, use and possession of the premises known as the State Preparedness Training Center, located at 5900 Airport Road in the County of Oneida, State of New York, hereinafter referred to as the “SPTC”; and

**WHEREAS**, the Permittee is requesting access and use of certain areas of the SPTC for purposes consistent with the mission of the State; and

**WHEREAS**, the parties desire to enter into an agreement whereby the State will make certain areas of the SPTC available to the Permittee for its access and use,

**NOW, THEREFORE**, be it known that a revocable permit is hereby granted to Permittee to access and use certain areas of the SPTC in accordance with the terms and conditions of this Agreement and as more specifically described in Attachment A.

**TERMS AND CONDITIONS**

1. The SPTC shall be accessed and used as described in Attachment A and for no other purpose. This Agreement and permission by the State to access and use the SPTC may not be transferred, assigned or otherwise given by Permittee to any other person, entity or organization without the prior written consent of the State.
2. The Permittee and its officers, members, employees, agents, representatives, and guests shall observe, obey and comply with all state and governmental laws, rules and regulations and policies during its access and use of the SPTC.
3. Permittee agrees to reimburse the State for all costs and expenses, if any, related to its access and use of the SPTC and in accordance with the schedule contained in Attachment B. Payment shall be due and payable upon Permittee’s receipt of a State billing invoice.

4. Permittee agrees that no portion of the SPTC premises will be used in such a manner to create an unsafe condition or unreasonably increase the possibility of injury or damage to life or property. The Permittee agrees to immediately notify the State and the SPTC Assistant Director in the event an unsafe or hazardous incident occurs or such circumstance exists at the SPTC, including any matter involving personal injury or property damage. Permittee agrees to cooperate and assist with the completion of any State required report or other document relating to any injury, property damage or unsafe incident or condition.

5. Nothing herein shall be construed to limit or restrict in anyway the State, its officers, employees, agents, and representatives, from entering upon the portion of the SPTC accessed, used or occupied by Permittee for the purpose of inspecting or observing the activities of Permittee under this Agreement or otherwise. The State hereby reserves its right to revoke and cancel this Agreement at anytime in the event, in the sole discretion of the State, Permittee's access and use of the SPTC interferes with the State's use and occupation of the SPTC or SPTC operations. Permittee's access and use shall terminate upon the State's oral or written notification to Permittee of revocation of this Agreement.

6. Upon completion or revocation of Permittee's access and use of the SPTC, Permittee shall immediately vacate the SPTC and at its sole cost and expense, restore the SPTC to the condition it was prior to Permittee's access and use, including equipment and trash clean-up and removal, reasonable wear and tear excepted.

7. Any notice, other than revocation of Permittee's access and use, 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 STATE:

TO PERMITTEE:

8. This Agreement (together with Attachments A and B) constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the Permittee has caused this instrument to be sealed and signed by Permittee or its duly authorized agent/officer, and the State has caused this instrument to be executed by its duly authorized agent.

**NYS Division of Homeland Security  
and Emergency Services**

(Permittee Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

SPTC Assistant Director or Authorized  
Designee  
NYS Division of Homeland Security  
and Emergency Services

Permittee  
(Name and Title of authorized representative)

**ATTACHMENT A**

\_\_\_\_\_  
Name of Permittee

Permittee shall be provided with access, use and services (if applicable) to the following premises located at the SPTC on \_\_\_\_\_ (date(s)) during the hours of \_\_\_\_\_ to \_\_\_\_\_ and only for the following purposes:

**ATTACHMENT B**

**New York State Division of Homeland Security and Emergency Services  
Revocable Permit for Access and Use  
State Preparedness Training Center**

\_\_\_\_\_  
Name of Permittee

The Permittee agrees to compensate the State in the amount of \_\_\_\_\_ for the access, use and/or services provided to Permittee hereunder and as described in Attachment A. This compensation was determined on the following basis: