

**AGREEMENT
BETWEEN
HUDSON VALLEY COMMUNITY COLLEGE
and the
FACULTY STUDENT ASSOCIATION
OF
HUDSON VALLEY COMMUNITY COLLEGE, INC.**

This AGREEMENT, made this 24th day of March, 2005, by and between the Board of Trustees of Hudson Valley Community College, an educational institution organized and existing under Article 126 of the Education Law of the State of New York, hereinafter referred to Inc., a not for profit corporation organized and existing under the laws of the State of New York, with an office or place of business at 80 Vandenburg Avenue, Troy, New York, hereinafter

WITNESSETH:

WHEREAS, the College has been established by Rensselaer County under the program of the State University of New York and operates as Hudson Valley Community College; and

WHEREAS, the Association is a not for profit corporation having a general purpose clause which reads as follows:

ses of this Association are educational within the meaning of Section 501(c) (3) of the Internal Revenue Code and its regulations, and, within this meaning the general purposes shall be to establish, operate, manage, promote, and cultivate educational activities and relationships incidental thereto by, between and among the students and faculty of the College and to aid the campus community in the furtherance of their education and studies, work, living, and cocurricular activities incidental thereto, in collaboration and coordination with the

WHEREAS, none of the Association's officers, members or employees receives or is lawfully entitled to receive any part of the net earnings thereof or any pecuniary profit from its operations except reasonable expenses, as approved by the Board of Directors, in effecting one or more of its purpose, or as a proper beneficiary of its charitable purposes, and any income, monies, gifts, devices or requests received must be used to advance and promote the educational

requirements of a particular service as the College may from time to time determine and so

The Association may, at its option, provide the auxiliary services described in (a), (b), and (f) when agreed upon by the College by contracting with outside vendors and/or concessionaires upon terms and conditions acceptable to the College.

ARTICLE IV

The President of the College may request or authorize the Association: (a) through its own employees, to furnish auxiliary services for the accommodation of the College community in or with designated premises and facilities of the College. Such auxiliary services may include the operation of campus radio stations, college camps, bowling lanes and other recreational equipment (skill games), community service programs and like services and activities; (b) to furnish auxiliary services and facilities for students and College staff in designated premises of the College by means of equipment owned or leased by the Association and maintained and operated under arrangements or agreements made by it. Such services may include washing machines, dryers and other similar facilities; (c) to present a comprehensive cocurricular program including intramural and intercollegiate athletics, student government, clubs and organizations, concerts, recitals, readings, dramatic and musical productions, speakers and other like cultural and educational presentations of benefit to the College community in appropriate premises or facilities of the College; (d) to render services to persons, firms or corporations licensed by the College to collect and deliver laundry and/or dry cleaning on College premises.

If the Association shall undertake or be permitted to operate any such activity or to render any such service, it shall be consistent with needs and interests of the College as recognized and acknowledged by the College. The operation of the activities and services contemplated by this Article shall be programmed and budgeted in a manner which is not designed to produce aggregate net income there from.

The President of the College, or any duly authorized member of the faculty or staff of the College he/she may designate, may, from time to time, allow or permit the Association to use college facilities, fields, spaces, rooms, halls, or other areas to operate the activities or render the services contemplated by this Article subject to any applicable rules or policies of the College. In the event the activity or services requires the full time continuing use of particular premises, the initial space requirements or any change thereof, as determined, shall periodically be reviewed by the College and its determinations on the space requirements of activity or service shall be based on the total needs of the College community and its educational program. Prior to any change in the authorization of space allocation, the Board of Directors of the Association shall be consulted.

ARTICLE V

The College shall furnish to the Association quarters for the conduct and operation of an office for the fiscal affairs, business functions and purposes of the Association.

ARTICLE VI

At least quarterly in each year, the Association shall provide the College with a summary itemization of monies expended for and of the receipts from each activity or service authorized pursuant to the provisions of this Article. In the event that net income is produced by any activity or service provided for by this Article, it may be used to provide for other services and activities authorized pursuant to this Article which produced little or no income or to meet the expenditures of the Association for any other such activity or service which is in excess of the receipts therefrom.

The provisions of this Article shall not apply to programs or projects conducted by students through duly organized student clubs, groups or association and as to which the Association acts only as a custodial and disbursing agent of student funds; such as Student Activity and the Athletic Fund.

ARTICLE VII

The Association shall prepare each year a budget for the operation of each service specified in Article III and/or authorized pursuant to Article IV hereof showing the total income and expense reasonably anticipated from the operation thereof. The services specified in Article III, and authorized pursuant to Article IV of this Agreement, may be budgeted so as to produce a net income commensurate with the work, labor and services actually performed and rendered by the Association, its officers, employees, servants and agents in the provision of such services for students and employees of the College in carrying out its educational purposes and in consideration of the other services and activities of benefit to such educational purposes to be provided by the Association by use of such income. In addition to the budget for the operation of the services provided for in Article III and authorized pursuant to Article IV of this Agreement, the Association shall prepare a budget showing its usable net income from such services and the anticipated expenditures to be made therefrom for services and activities within the purposes of the Association. These budgets, in summary format, shall be submitted to the President of the College for review and approval at least sixty (60) days prior to the commencement date of the

ARTICLE VIII

The amount of any charge or contribution to be paid to the Association by any person or organization attending or participating in a particular activity or utilizing a particular service of the Association and the schedules of prices for food and other items sold in operation and services pursuant to Article III or Article IV hereof shall be based upon the program budget of the

Directors and reviewed by the President of the College or his/her designee. The Board of Trustees may review such approved charges and prices at any time and require any changes therein necessary to effectuate the provisions of this Agreement.

In the operation of food services pursuant to Article III hereof, the Association shall serve nutritious, wholesome and palatable food. Any matter relating to the quality or adequacy of the and the President of the College or his/her designee.

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ARTICLE X

The College may, at its own expense, retain and furnish a consultant to review and analyze any particular service or activity of the Association for the purpose of assisting in the improvement thereof. The College agrees to submit the report of such consultant, together with any recommendations, to the Association and may require the Board of Directors of the Association to give appropriate comments on such report and recommendations. The College shall be provided with a copy of any report or study produced by any consultant retained or otherwise employed by the Association and may require the Board of Directors of the Association to provide appropriate comments and recommendations on such report or study.

ARTICLE XI

The Association shall take reasonable care of the specified premises allocated pursuant to the provisions of Article II of this Agreement and shall maintain the same in a clean, sanitary and orderly condition. The College shall keep such specified premises in good repair and make improvements thereto. The Association shall not be liable or responsible for such repairs and improvements unless necessitated by the negligence of the Association, its employees or agents or unless otherwise specifically agreed upon by the parties in writing. All alterations or improvements to premises or fixtures that may be paid for by the Association or any other party shall become the property of the College to be surrendered to it upon termination of this or the otherwise appropriate Agreement. Such alterations and improvement may only be made upon the authorization of the College.

The College shall be reimbursed for direct expenses incurred in providing to the Association custodial services that are above the mutually agreed upon services, trash and garbage removal on an actual or mutually agreed upon estimated cost and any other cost incurred by the College in providing additional College or Association requested services to the operations.

ARTICLE XII

The original equipment used in a particular activity or service operation, shall be provided by the College but adequate funded reserves shall be established by the Association for replacement thereof. The amount of contribution to such fund shall be established each year by Maintenance, repair and replacement of such equipment shall be the responsibility of the Association. Any replacements of the equipment furnished by the College which are purchased or provided by the Association shall become the property of the College to be surrendered to it upon termination of this or the otherwise appropriate Agreement.

ARTICLE XIII

The Association shall protect, indemnify and forever save and keep harmless the College Board of Trustees, Rensselaer County, State of New York and their agents, servants, and employees from and against any damage, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, order, rule or regulation or occasioned by any act, neglect, or omission of the Association, its servants, employees, agents, visitors and licensees. The Association shall obtain, in cooperation with the College, general comprehensive public liability insurance, sale or product insurance, fire and burglary insurance with extended coverage on inventory and equipment, and insurance bonding its employees who deal with finances, and the Association shall keep the same in force during the term of this Agreement, designating the College, Board of Trustees, Rensselaer County and State of New York as additional named insureds and covering also the liability of the College from any and all claims whatsoever of any kind or nature which may arise in connection with the use of premise under the control and/or supervision of the Association in accordance with this Agreement. Such policies shall be standard form policies authorized by the New York State Department of Insurance, with coverage and minimum limits as approved by the College.

TO THE COLLEGE:

Chairman, Board of Trustees
Hudson Valley Community College
80 Vandenburg Avenue
Troy, NY 12180

and also a copy to the:

President of the College
Hudson Valley Community College
80 Vandenburg Avenue
Troy, NY 12180

TO THE ASSOCIATION:

President, Board of Directors
Faculty Student Association of
Hudson Valley Community College, Inc.
80 Vandenburg Avenue
Troy, NY 12180

and also a copy to the:

President, Student Senate
Hudson Valley Community College
80 Vandenburg Avenue
Troy, NY 12180

A copy of such notice shall also be mailed to other such person or corporation as may hereafter be designated in writing by either party.

All notices served or mailed hereunder shall be effective as of the date of the service thereof, if served personally, or of the date of the receipt thereof if mailed.

ARTICLE XIX

With respect to the obligations of the College herein contained, this Agreement shall be deemed executory to the extent of the monies available to the College and no liability shall be incurred by the College Board of Trustees, Rensselaer County or the State of New York beyond the monies available for the purpose hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

HUDSON VALLEY COMMUNITY COLLEGE

BY _____
Chairman, Board of Trustees

BY _____
President

FACULTY STUDENT ASSOCIATION OF
HUDSON VALLEY COMMUNITY COLLEGE, INC.

BY _____
President, Faculty Student
Association Board of Directors

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