

20542

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

APR 6 - 1998

**COUNTY OF COOK
AND STATE OF ILLINOIS**

GRADUATION SITE RENTAL AGREEMENT
OLIVE-HARVEY COLLEGE

THE CHANCELLOR

REPORTS

that it is necessary to rent space for the Spring 1998 graduation ceremonies for Olive-Harvey College; and

that a search was made to identify space available, and a date which would accommodate the College's needs; and

that the best location available is the Arie Crown Theater and an agreement was negotiated at a rental cost of \$5,200.00 with self-insured and indemnification provisions.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the rental agreement with Arie Crown Theater, 2301 South Lake Shore Drive, Chicago, for use by Olive-Harvey College on Thursday, May 14, 1998 from 6:00 p.m. to 8:00 p.m. at a total cost of \$5,200.00; and authorizes the Chairman and Assistant Secretary to execute said agreement on behalf of the Board.

Respectfully submitted:

Wayne D. Watson
Chancellor

April 6, 1998

ARIE CROWN AGREEMENT
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METROPOLITAN PIER AND EXPOSITION AUTHORITY
McCormick Place

Arie Crown Theatre License Agreement

This License Agreement, made this 26th day of March,
1998, between the METROPOLITAN PIER AND EXPOSITION AUTHORITY, a
political subdivision and a municipal corporation of the State of
Illinois, hereinafter called "Authority" and

Olive-Harvey College (773/291-6211)
10001 South Woodlawn Avenue Board of Trustees of Community College
Chicago, IL 60628 District No. 508, County of Cook and
State of Illinois

hereinafter called "Licensee".

WITNESSETH:

A. **PREMISES AND PURPOSE**

1. In consideration of the covenants and agreements herein expressed and the faithful performance by Licensee of such covenants and agreements, the Authority hereby Licenses to Licensee and Licensee hereby licenses from the Authority the right to use the premises described as the Arie Crown Theatre located in McCormick Place, 2301 South lake Shore Drive, Chicago, Illinois 60616 for the sole purpose of "Graduation Ceremony"

and for no other purpose whatsoever.

2. It is understood that areas of McCormick Place, other than the premises described above, may be licensed to other persons during any of the periods covered by this license. The Authority warrants, however, that it will not authorize or permit any other Licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.

B. **TERM**

1. The premises shall be available to and for the exclusive use of the Licensee for the following periods:

PREPARATION AND REHEARSAL PERIOD:

Date: Thursday, May 14, 1998 - Hour: 6:00 pm

PERFORMANCE OR MEETING PERIODS:-Date: Thursday, May 14, 1998 - From: 6:00 pm- 8:00 pm**REMOVAL PERIOD COMPLETED BY:**Date: Thursday, May 14, 1998 -Hour: Immediately following the event**C. RENT**

1. In consideration of the licensing aforesaid, the Licensee covenants and agrees to pay to the Authority as rental for the premises the sum of \$ 2,500.00, payable as follows: \$ 625.00 on or before the signing and delivery of this License, the receipt of which the Authority hereby acknowledges, and the balance of \$ 1,875.00, plus estimated house expenses fourteend days prior to the event.

2. Licensee further agrees to pay to the Authority on demand any sum due for any services, suppliers, personnel, accommodations, material, facilities or equipment furnished or loaned by the Authority.

D. UTILITIES AND OTHER SERVICES

1. During the term of this License, the Authority shall supply the premises with (i) a reasonable amount of ventilation and heating or air-conditioning when required by the season for the use of the premises, and during the hours in which the premises are being used for the purposes set forth above, (ii) its usual light and water, as now installed, and (iii) janitorial services.
2. All other services required by Licensee, including but not limited to teamsters, projectionists, wardrobe attendants, stagehands, performers, ushers, box office, doormen/fireguards and security guards, shall be at the expense of Licensee, whether such services are provided by the Authority or by Licensee.
3. Licensee may contract with persons approved by the Authority for services not available from the Authority, provided, however, that such approval shall not be unreasonably withheld.

4. The Authority does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Authority to obtain fuel or supplies, or other cause or causes beyond the reasonable control of the Authority. Any such interruption of services shall never be deemed an eviction or disturbance of the Licensee's use and possession of the premises or any part thereof, or render the Authority liable to the Licensee for damages, or relieve the Licensee's obligations under this License.

E. OCCUPANCY AND USE

1. Licensee agrees to use and occupy the premises pursuant to all rules and regulations prescribed by the Authority, all statutes, ordinances, rules, orders, regulations and directions in existences during the periods covered by this License, made or issued by the federal or state governments or any department, bureau or office thereof or by the City of Chicago, Chicago Park District or the Authority, or any department, bureau or office thereof, including without limitation all rules, orders and directions of the Illinois State Fire Marshal, Chicago Fire Department and Chicago Building Department, any restrictions of record on the property of the Authority and any requirements or conditions of any insurance policy of the Authority. Licensee's use shall not cause any increase in premiums on any such policy. Licensee shall obtain and pay for any and all permits required for the use of the premises.
2. Licensee shall not permit the premises or any part thereof to be used for any improper, immoral or objectionable purpose, or for lodging or sleeping and shall not in any way obstruct or interfere with the rights of any other Licensees of McCormick Place.
3. Licensee shall not assign, transfer, mortgage or otherwise dispose of or encumber this license or any rights thereunder without the written consent of the Authority. Any such attempt without the consent of the Authority shall be a cancellation of this license and

- all payments received by the Authority shall be forfeited to the Authority as liquidated damages. The filing by or against the Licensee of a petition of bankruptcy or insolvency or for reorganization or arrangement for appointment of a receiver or trustee of all or a portion of Licensee's property, or the making of an assignment for the benefit of creditors for the Licensee, shall constitute a material breach of the covenants and conditions of this license, and a termination giving the Authority all the remedies provided for in this license or otherwise in the event of termination by Licensee's default.
4. The Authority, its representatives and employees shall at all times have free access to the premises in the performance of their assigned duties.
 5. The Authority specifically reserves any and all concessions, including but not limited to checking, all food, liquor and refreshment privileges, taxicab, tobacco, cigarettes, cigars, candies, vending machines, souvenirs, sundries, librettos, bouquets, opera glasses and other articles and the right to sell programs. Neither Licensee nor any sublicensee shall sell, serve or dispense any food, merchandise, beverages or services on the Premises without the express written approval of the Authority.
 6. Licensee shall not film, record or transmit from the premises all or any portion of any event, exhibition, performance, rehearsal or presentation occurring on the premises, or any description thereof, by means of radio or television broadcasting, whether broadcast "live" or by means of film or tape, without first having received written permission from the Authority. Nothing contained in this license with respect to rent shall prohibit the Authority from demanding additional rent as a condition to granting radio or television privileges.
 7. Licensee agrees to post or exhibit signs, advertisements, show bills, lithographs, posters or cards only in areas permitted by the Authority, and then only such of the aforesaid items as relate to the

performance, event, exhibition or presentation to be given on the premises. Licensee shall at once remove any and all of the aforesaid items objected to by the Authority, and all such items immediately after the end of the term of this License. Licensee will use only such programs and printed matter for distribution or display in said premises or in connection with said performances as shall have been first approved in writing by the Authority.

8. The Authority has a contractual agreement with the Theatrical Stage Employees Union, Local No. 2 (IATSE). The Union has a required minimum six (6) person crew that must work all events in the Arie Crown Theatre. The Union also reserves the right to determine the number of additional men required to effectively mount the Licensee's production in the theatre. The Union contract stipulates that all production work must be done by its Union members under the supervision of the Licensee's staff. The Union jurisdiction includes all production work on the stage proper, seating area and carpeted lobby area of the theatre.
9. The Authority maintains an exclusive contract with Service Employees Union, Local 236, to handle all sales of souvenirs, librettos, bouquets, opera glasses, programs and other articles during Licensee's event. The cost for this service is thirty percent (30%) of the selling price.
10. Licensee shall employ members of labor organizations of the Chicago area, or labor recognized by such organizations, when such labor is available.
11. Except with the prior written permission of the Authority, Licensee (i) shall not injure or nor in any manner deface the premises; (ii) shall not cause or permit anything to be done wherein the premises shall in any way be injured, marred or changed in any manner; (iii) shall not place or permit to be placed any nails, books, tacks, screws, or any other similar items into parts of the premises; and (iv) shall not place or permit to be placed any signs on painted walls or any part of the premises. Notwithstanding any other

provision hereof, Licensee shall not be liable to the Authority for any loss or damage to the premises resulting from reasonable wear and tear of the type that would normally expected in connection with a performance or meeting of the type contemplated.

F. CASUALTY DEFAULT CANCELLATION

1. In the event that (i) McCormick Place or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or (ii) the premises cannot be so used because of strikes, Acts of God, national emergency or other cause beyond the control of the Authority, then this license shall terminate and the Licensee hereby waives any claim against the Authority for damages by reason of such termination, except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by the Authority to the Licensee.

2. Licensee agrees that in the event Licensee defaults in (i) payment of the rent or any part thereof at the time due or (ii) performing any of the conditions, covenants or agreements in this license, then this license at the Authority's option shall terminate. If the Authority declares this license terminated, it shall use its best efforts but not be obligated to relet the premises, and Licensee shall, dispute the termination, pay the full amount of the rent plus damages, if any, less any amount received by the Authority from others. The Authority may, at its election, in the event of Licensee's default or violation of this License Agreement sue Licensee and recover for rents due hereunder and for damages without declaring this License void and without entering possession of the premises. The reentry upon the premises or failure of the Authority to reenter shall not constitute a waiver or election by the Authority of its remedies. The Authority shall have a lien upon any of Licensee's goods or other property which may be on the premises for the payment of rent or any damage due the Authority.

3. Licensee agrees to surrender the premises to the Authority at the end of the term of this License in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use. Should Licensee fail to vacate the premises at the end of the term of the License or at its termination for any cause, then the Authority may, without resorting to legal proceedings, at the expense of Licensee remove all persons and property therefrom, and the Authority shall not be liable for any damages or loss sustained by such removal or storage or disposal elsewhere of such property.
4. In the event Licensee, without consent of the Authority, cancels this License within sixty (60) days of the scheduled event or fails to use the premises at the time or for the purposes set forth in the terms, Licensee shall pay full rent and reimburse all direct expenses incurred by the Authority. Events canceling more than sixty (60) days in advance of the event shall forfeit the initial payment made at the signing of this agreement as liquidated damages and shall reimburse all direct expenses incurred by the Authority. Events requesting postponement and rescheduling within ninety (90) days of the event shall reimburse all direct expenses incurred by the Authority. In addition, the Authority shall have all other remedies set forth in this license or otherwise.
5. The Authority collects admission fees, sells tickets and otherwise collects fees for the admission to events or attractions held by the Licensee upon the Licensed Premises. All amounts so collected shall be funds and property of the Authority to secure and be applied by the Authority to the payment of all license fees, rentals, advances, costs, taxes, expenses, damages or injuries payable or incurred by or on behalf of the Licensee or which may be due pursuant to this License Agreement. The excess of such funds, if any, over and above such payments shall be paid over to the Licensee.

G. INSURANCE/INDEMNIFICATION

1. Licensee agrees that it will indemnify and hold and save the Authority whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgements recovered from or asserted against the Authority on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence, or misconduct on the part of Licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises licensed hereunder with express or implied invitation or permission of Licensee or when any such injury or damage is the result, proximate or remote, of the violation by Licensee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Licensee, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises licensed hereunder. Such indemnification of the Authority by Licensee shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of the Authority. Licensee covenants and agrees that in case the Authority shall be made a party to any litigation commenced by or against Licensee or relating to this license or to the Premises licensed hereunder, then Licensee shall and will pay all costs and expenses, including reasonable attorney's fees and courts costs, incurred by or imposed upon the Authority by virtue of any such litigation.
2. The Authority assumes no responsibility for any property of the Licensee brought in or about the premises, and the Authority is hereby released from all liability for any loss or damage to property of Licensee sustained by reason of occupancy of the premises. In the event Licensee desires watchmen or other such service at Licensee's expense, special arrangements may be made with the Authority.

3. Notwithstanding the foregoing, (i) the Licensee shall not be liable for any loss or damage resulting from the perils of fire, lightning, the perils of windstorm, cyclone, tornado, hail, riot, riot attending a strike, civil commotion, smoke, motor vehicle damage and aircraft damage, perils which are normally included within the basic policy and the extended coverage or the supplemented contract of insurance carried by the Authority or requested by its Bond Ordinance upon the facilities, in which the premises are located, (ii) the Licensee shall not be liable to indemnify or hold harmless the Authority for any loss, injury or damage which is sustained elsewhere than within the premises licensed by the Licensee hereunder or exits or entrances thereto; and (iii) ~~the Licensee's obligation to the Authority for any liability, damage or expense by reason of any injury or injuries sustained by any person or to any property or any loss of property received, done or occurring in or about the premises licensed by the Licensee hereunder shall not be limited by or to the coverage provided in the general liability insurance policy required to be furnished by the Licensee to the Authority as hereinafter provided by this Section of the License.~~

*See Attachment
No. 1.*

4. ~~The Licensee will secure and furnish to the Authority prior to the commencement of the term of this license policies of commercial general liability insurance or certified copies thereof, including accepted contractual liability endorsements, with limits of liability of at least \$1,000,000 in respect of injuries to any one person in any one occurrence, \$1,000,000 in respect of injuries to more than one person in any one occurrence, and \$500,000 in respect of damage to property.~~

*See Attachment
No. 1.*

5. ~~The foregoing required coverages shall be with companies and in a form satisfactory to the Authority and shall be in effect during all periods specified in Section B of this license or any extensions thereto. Said policies or certified copies thereof and endorsements where required shall be furnished for approval at least thirty (30) days before the date of commencement of the term of this license, and shall~~

*See Attachment
No. 1.*

provide that no cancellation or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with the Authority, shall be effective if such amendment or modification or cancellation will leave the License without insurance of the type and in the amount required to be procured during the term of the license or any portion thereof. In the event Licensee does not furnish adequate evidence of the foregoing insurance coverage within fifteen (15) days prior to the commencement of the term of this license, then the Authority shall have the right obtain necessary coverage on behalf of Licensee and to remit premium charges of said coverage. Moreover, these policies or certified copies thereof shall specifically designate the Metropolitan Pier and Exposition Authority, its facilities, agents, officers, Board members and employees, as well as the Chicago Park District, its agents, officers, Board members and employees as named additional insured.

See Attachment
No. 1

6. Notwithstanding any other provision of this license to the contrary, the Authority reserves the right to require the Licensee to secure and furnish to the Authority policies of commercial general liability insurance in excess of the limits in Paragraph 4 of this section G of this license or, if such insurance is not available or cannot be obtained by Licensee, to provide to the Authority such other bond or security as the Authority may require. It is expressly understood by the parties hereto that the purpose of this provision is to permit the Authority to obtain additional protection against loss or damage to its property or injury to its employees, agents or persons on its premises where it appears to the Authority, after the execution of this license, that the event, exhibition or performance to be presented by Licensee will involve special risks to life or property. The determination as to whether such special risks to life or property exist is a decision with in the exclusive discretion of the Authority, and Licensee hereby expressly waives the right to contest the Authority's determination as to the existence of such special risks or the additional amount of insurance or security

See Attachment
No. 1.

See Attachment 1

~~required. The determination amount of insurance or security required. The determination that special risks to life or property exist may be made by the Authority at any time prior to or during the term of this license, and the event, exhibition or performance which is the subject of such determination shall be suspended until the additional insurance or security required by the Authority is provided. Any additional costs, expenses or liabilities incurred by Licensee as a result of the exercise by the Authority of its rights hereunder shall be borne exclusively by Licensee, which hereby expressly waives all rights against the Authority for any loss, injury, damages, or liability suffered or sustained, directly or indirectly, as a consequence. In the event Licensee is unable to obtain the additional insurance or security required by the Authority, or does not desire to do so, this license shall terminate and the Authority shall return to Licensee any advance payments that may have been made hereunder and which, as of the date of such termination, are unearned.~~

7. Licensee shall pay all fees or royalties required to be paid to the proprietors and Licensors of copyrighted material used or performed in any performance at McCormick Place, including, without limitation, ASCAP, BMI and SESAC fees. Licensee agrees to hold harmless the Authority, its officers, directors, agents and employees, from and against any and all loss, claims, liability and expense (including reasonable attorney's fees) arising from any actual or alleged infringement of copyright by Licensee or from any failure by Licensee to pay for the use or performance of copyrighted material.

H. TICKETING

1. All events must be a ticketed event, whether reserved or general admission. The theatre must not exceed its capacity of 4,249 seats at any time. Conventions or tradeshow which have leased the theatre for meetings or General Sessions may use regular registration badges for admittance, not to exceed 4,249. The Authority reserves the right to distribute complimentary tickets for the 36 seats located in the MPEA box seating area.

2. The Arie Crown Theatre will not release any tickets to the Licensee on a consignment basis. All tickets will be released only upon receipt of monies to cover the total ticket price. The box office will not release any tickets unless payment is in the form of cash, certified or cashiers check. The Licensee further agrees that no ticket may be sold for any price above the actual price printed on the ticket.
3. Tickets will not go on sale to the general public until all contracts and monies required by this License Agreement have been received. All tickets may be taken off sale to the public in the event that any additional monies are not received as required in this License Agreement.
4. Licensee hereby acknowledges and agrees to pay ^{if applicable} a seven percent (7%) City of Chicago Amusement Tax ^{KAW} on all ticket sales and a three percent (3%) Cook County Tax. Charitable or not-for-profit events may request an exemption from the Department of Revenue prior to the event, a copy of which is to be provided to Arie Crown Theatre management prior to any ticket sales.

I. MISCELLANEOUS

1. The Authority may at any time eject any objectionable person or persons from the premises, and upon the exercise of this right, Licensee hereby waives any right or claim for damages.
2. The Authority shall have the sole right to collect and have custody of any items left on the premises by any persons attending any event, performance or presentation in the premises.
3. The Authority reserves the right to cancel this license if the Licensee uses or schedules for use the premises to present an event or attraction not specified in Paragraph 1 of Section A of this License or which in the opinion of the Authority would in any manner be subject to public criticism or be inconsistent with the public interest.

4. Licensee will keep no animals in or upon the premises without first having received written permission from the Authority.
5. The Authority shall have the sole discretion in selecting the personnel and determining the number of such employees necessary for the proper maintenance and operation of the premises whether such personnel is furnished and the expense thereof is paid for by the Authority or by Licensee.
6. The Authority reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and any such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.
7. No advance of deposited box office receipts will be made until after the first performance begins based on a written request to the Director of Fiscal Operations within seven (7) days of the event. In lieu of the above procedure, advances may be issued based on an approved letter of credit with a financial institution.
8. The Authority will make a complete settlement of all charges and monies due from the event to the Licensee within three (3) working days (Monday through Friday, 9:00 a.m. - 5:00 p.m.) after the final performance. In the event of cancellation by Licensee, Licensor reserves the right to withhold box office receipts for refunds on canceled performances.
9. This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the Metropolitan Pier and Exposition Act (Ill. Rev. Stat. Ch. 85, § 1221 et seq.). Disclosure of this information is voluntary and there is no penalty for non-compliance. This form has been approved by the Forms Management Center.

J. EXECUTION AND RETURN OF DOCUMENTS

- 1. License Agreements shall be executed and returned to the Authority with the required deposit, certificates of insurance and any other specified documents requested, if any, within ten (10) calendar days from date of transmittal letter. Specified documents as stated hereinabove may include but not be limited a copy of the contract with the entertainer(s) and or confirmation of entertainment from agent(s). Failure to meet requirements will result in loss of date in consideration and any monies deposited.
- 2. Dates are confirmed only upon execution of the License Agreement between Licensee (user) and Licensor (Authority). Under no circumstances is an event or performance to be announced or tickets made available to the public for sale without an executed license agreement. Licensee and Licensor shall mutually agree upon dates that tickets will be placed on sale.

K. SEVERABILITY

- 1. If any term or provision of this license shall be declared invalid, illegal or unenforceable, the remaining terms and provisions shall not be affected thereby.

L. GOVERNING LAW

- 1. This agreement contains the entire understanding between the parties. The parties agree that all questions with respect to the construction of this agreement and the rights of the parties hereto shall be determined under and in accordance with the laws of the State of Illinois.

M. ADDITIONAL PROVISIONS

IN WITNESS WHEREOF, the parties have set their hands and seals this 30 day of April, 1998.

20542

METROPOLITAN PIER AND EXPOSITION AUTHORITY

BY: *[Signature]*

ATTEST: *Joanna K. Chubbey*

LICENSEE

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

BY: *[Signature]*

APR 6 - 1998

CHAIRMAN OF THE BOARD

ATTEST: *Patricia A. Bush*

ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

20542

ATTACHMENT NO. 1

March 27, 1998

Jacqueline A. Huels
McCormick Place Complex
2501 South Lake Shore Drive
Chicago, Illinois 60616

Re: Self-Insured status for lease with the Arie Crown Theatre on May 14, 1998

Dear Ms. Huels:

As in the past agreements between us, the reason for the deletions in paragraphs G.3 through G.6 is that the City Colleges of Chicago is self-insured.

Pursuant to the Illinois Public Community College Act (110 ILCS 805/1-1, et. seq.), the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on behalf of the City Colleges of Chicago ("City Colleges") is a public body and corporate. As a public body, the City Colleges is self-insured with respect to liability insurance. In addition, the City Colleges has statutory authority to levy taxes to offset any catastrophic loss that might occur.

As stated in Paragraph No. G.1. on page 10, City Colleges will be indemnifying and holding the Authority harmless from all liability, damages or expenses. The Authority's interests will be protected by such indemnification clause. For all of the above-mentioned reasons, the City Colleges deleted all references to the purchase of general liability insurance.

If you have any questions, please feel free to contact me at (312) 553-2543. Thank you for your cooperation.

Very truly yours,



Kimberly W. White
Staff Attorney

KWW/hs