

20434

FEB 5, 1998

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS**

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**Theater Use Agreement - Pegasus Players Theater Company
Truman College**

THE CHANCELLOR

REPORTS

that there is a need for high-quality classic and contemporary plays and musical theater, which emphasizes the opportunity to promote young playwrights and brings classic theater and musicals to under served populations; and that Truman College has re-negotiated an agreement with Pegasus Players Theater Company, a not-for-profit entity, for the continued presentation of musical theater and plays at Truman's O'Rourke Center for the Performing Arts;

that the Agreement begins July 1, 1997 and expires June 30, 1998.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approve the Agreement negotiated with Pegasus Players Theater Company stating the terms and conditions hereby the Company continues performances at Truman College; and authorize the Chairman and Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

**Ronald J. Temple
Chancellor**

February 5, 1998

20434

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

**THEATER USE AGREEMENT
Pegasus Players**

This Agreement is made this _____ day of _____, 19___, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois ("Board") on behalf of Truman College ("College") and the Pegasus Players ("Pegasus") to continue Pegasus Players' performances at the Truman College O'Rourke Center for Performing Arts ("Theater"). Pegasus understands that this Agreement is non-exclusive and is subject to the following terms and conditions:

1. **Term.**
The term of this Agreement begins July 1, 1997 and expires June 30, 1998. Parties shall begin negotiation for a new Agreement three (3) months prior to the expiration of this Agreement. Either party may terminate this Agreement prior to its expiration for any reason upon thirty (30) days written notice as herein provided.
2. **Consideration.**
In consideration for residency at the Truman O'Rourke Center for Performing Arts under the conditions set forth in this Agreement, Pegasus agrees to provide the following:
 - A. A minimum of three (3) shows in the Truman O'Rourke Center for Performing Arts per season with all attendant professional production values and marketing efforts. Pegasus warrants that it shall have all licenses to produce said productions. The productions selected shall be mutually agreed to by the College President and Pegasus.
 - B. Pegasus shall work with the appropriate Truman College personnel toward the goal of creating educational programs with a theatrical connection to advance the goals of the City Colleges.
 - C. Pegasus will publicize the Truman O'Rourke Center for Performing Arts by citing it in all media ads, printed materials, and the stage bills. Deliberate failure to comply with this provision will automatically invalidate this Agreement.
 - D. Pegasus will prominently display in all stage bills for shows at the Truman O'Rourke Center for Performing Arts an acknowledgment of the support provided to it by Truman College and City Colleges of Chicago.

3. General Provisions.

- A. Each production by Pegasus under this Agreement will run a minimum of fifteen (15) performances over a period of four (4) weeks, except for the Young Playwrights Festival, as referenced in Appendix A attached, or upon express written approval from the College President. Pegasus shall provide the College with a schedule of its performances for the upcoming season by June 1 of each year for approval by the College President. The dates approved for the 1997-98 Season are attached to this Agreement as Appendix A and incorporated herein. In the event Pegasus desires to change such schedule after the June 1 deadline or after approval by the College President, it must submit a written request for a change to the College President. No change in an approved schedule may be made without the College President's written approval. Pegasus' schedule of performances submitted to and approved by the College President on June 1 for each season shall not conflict with other bookings or uses for the Theater. Any extensions of productions beyond the scheduled dates must be requested in writing and may be permitted at the discretion of the College President.
- B. Truman College will make the Theater available to Pegasus for up to twenty-one (21) days prior to the opening performance of each production for rehearsal, scenery construction and lighting design. No other space or classroom at the College shall be used for rehearsal without prior written approval of the College President. Pegasus shall have the use of all theater equipment normally used in the Theater. Pegasus agrees to pay for all damages to said equipment which arise from Pegasus' use. Truman College shall maintain the Truman O'Rourke Center for Performing Arts premises in good repair and working order, including the provision of necessary and reasonable air conditioning and heating.
- C. The College shall be entitled to twelve (12) complimentary tickets to the opening night performance of each production, except benefit performances when the College shall be entitled to two (2) complimentary tickets. In addition, upon request made at least twenty-four (24) hours in advance, the College shall be entitled to four (4) complimentary center section tickets to one (1) performance each week thereafter. Pegasus will admit all Truman faculty, staff, and students to all previews free of charge upon presentation of a valid Truman identification card.
- D. The College retains the right to use and access of the Theater at times when the Theater is not in use by Pegasus.

4. Maintenance and Use of the Theater.

- A. Pegasus will not make or permit to be made any use of the Theater, Theater Lobby or premises, which directly is forbidden by public law, ordinance, or governmental

regulation.

- B. Pegasus shall not obstruct, or use for storage or for any other purpose other than ingress or egress, the lobbies, sidewalks, passages, courts, vestibules, halls, stairways, entrances, or other common areas of the building.
- C. Pegasus shall not make or permit any noise or odor that is objectionable to the other occupants of the building to emanate from the Theater, and shall not create or maintain a nuisance thereon. Also, Pegasus shall not disturb, solicit, or canvass any occupant of the building, and shall not do any act that is contrary to an expressed rule or policy of the College or the Board.
- D. Pegasus shall not install any musical instrument or equipment or any antennas, aerial wires, or other equipment outside the Theater without prior written approval of the Board or its designees.
- E. Pegasus shall produce and maintain exclusive control over:
 - 1. all personnel required to present each production, excluding the Board's employees but including the complete cast, director, stage manager and any required technicians;
 - 2. all costumes, all scenery and stage props during the productions; all spots, floods and other electrical equipment which are the original property of Pegasus and not already installed as part of the permanent lighting equipment of the Theater.
- F. As between the Board and Pegasus, the box office receipts from Pegasus' productions and other revenues generated by Pegasus shall be exclusively the property of Pegasus.
- G. The admission price schedule that Pegasus shall use for Truman O'Rourke Center for Performing Arts productions, setting forth the admission prices and specifying those performances, dates, and/or times where admission will be free, if any, shall be determined solely by Pegasus.
- H. Pegasus must secure written permission from the College President for any use of the Theater's lobby which is not part of the regular performance schedule (e.g., opening night parties, benefits, auditions) fourteen (14) days prior to such use.
- I. Furniture and all large articles shall be brought into the Truman O'Rourke Center for Performing Arts through the loading dock only after prior arrangements with the College President or his designee.

- J. There will be no alteration, painting, decorating or other changes to the Theater lobby or audience areas without the express written permission from the College President.
 - K. Pegasus agrees that there shall be no discrimination or segregation practiced in the Theater because of race, sex, color, creed, religion or sexual orientation against any personnel or the artists, College, or patron as to admission to or seating in the Center.
 - L. During the term of this Agreement, Pegasus agrees to share 50% of the cost of repairs and/or maintenance due to normal wear and tear of the following materials:
 - 1. Lamps/lighting equipment
 - 2. Color media, lens and plug replacement for lighting equipment
 - 3. Power tools in scene shop
 - M. Pegasus agrees to bear the cost of all consumable material associated with mounting the season during the term of this Agreement, including but not limited to lumber, paint, hardware, fabric, costumes, props and metalwork.
5. During the term of this Agreement, Truman College agrees to the following:
- A. Flame proofing of the drapes and fire drop, at College's expense. All items owned by College shall comply with industry standards.
 - B. Adequate storage space for equipment, props, sets and costumes for Pegasus at the Truman O'Rourke Center for Performing Arts. Said storage space shall be for the exclusive use of Pegasus; however, Pegasus shall be responsible for security of the storage area with approval of the College's President.
 - C. Security for the theater and audience.
 - D. Reasonable office space for administrative personnel, without charge, for the term of this Agreement. The College reserves the right to relocate office space at the discretion of the College President.
 - E. Reasonable time and space allotted on the College marquee to promote Pegasus productions.
6. Insurance and Indemnification.
- A. Insurance.
Pegasus, at its own expense, shall procure, maintain and use a company or companies acceptable to College and in compliance with the laws of the State of Illinois for the insurance requirement stated herein for the period of the contract, and furnish to College a certificate

of insurance showing that the insurance provisions have been complied with. The policies shall not be canceled by the issuing company unless a 30-day written notice of the cancellation first be given to College.

The following insurance coverage must be maintained in force by Pegasus with an insurance carrier approved by College: general liability, property and bodily injury in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. Pegasus shall supply a certificate of insurance evidencing such coverage and certifying that the coverage shall not be materially altered without at least thirty (30) days advance written notice to College. Further, College and the Public Building Commission of the City of Chicago shall be listed as an additional insureds on the Certificate of Insurance.

B. Indemnification.

Pegasus shall indemnify, keep and save harmless the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois/City Colleges of Chicago ("City Colleges"), its agents, officials and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgements, costs and consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of Pegasus or its employees, or of any of the subcontractors or its employees, and Pegasus shall at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgement shall be rendered against City Colleges in any such action, Pegasus shall, at his own expense, satisfy and discharge the same. Pegasus expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Pegasus, shall in no way limit the responsibility to indemnify, keep and save harmless and defend City Colleges as herein provided.

7. Assignment and Sublease.

Pegasus shall not assign its rights, duties or obligations under this Agreement in whole or in part, without the written consent of the College Board or its designees. In the event consent is given for assignment, the assignee must comply and adhere to the all conditions and terms of this Agreement. However, under no circumstances shall Pegasus sublease its rights, duties or obligations under this Agreement. Any co-production or use of space not part of the Pegasus subscription series shall be considered an unauthorized assignment or sublease under this Agreement, unless Pegasus obtains express written permission from the College's Board.

8. Upon expiration of this Agreement, Pegasus shall leave the Truman O'Rourke Center for Performing Arts broom clean and all areas in good order and condition, ordinary wear and tear excepted. Any property left behind, regardless of kind and description shall be conclusively presumed to have been conveyed to the College under the Agreement as a bill of sale without further payment to Pegasus by the College.

- 9. Pegasus acknowledges that the Theater facilities are part of an educational institution whose primary function is the education of the students. Therefore, all terms and conditions of the Agreement are made with the understanding that the College may not alter its instructional program in any manner on behalf of Pegasus' requirements.
- 10. Notwithstanding the provisions of other sections of this Agreement, if the Theater is destroyed by fire, flood or any other calamity, or if for any cause beyond the College's control, the College is unable to make the Theater available to Pegasus for scheduled performances hereunder, and such period continues for more than one week, then either party may, upon written notice, terminate this Agreement immediately.
- 11. Either party's failure to adhere to all terms and conditions of this document and all other documents incorporated by reference shall be construed by the other party as a breach of Agreement and the other party may terminate as provided by this Agreement. Failure of either party to enforce any provision of this Agreement shall not operate as a waiver of any rights, duties or obligations under this Agreement.
- 12. The Board of Trustees is exempt from Illinois taxes by directive of the Illinois Department of Revenue, and is exempt from federal tax by reason of local government status. In view of the Board's tax exempt status, Pegasus agrees to pay any and all taxes originating at the local, state, and/or federal level levied against Pegasus and/or the Board related to Pegasus' operations at the College. Pegasus also agrees to pay any and all license and/or fees originating at the local, state, and/or federal level associated with or arising out of its business.
- 13. This Agreement shall be governed by the laws of the State of Illinois.
- 14. This Agreement is the final expression of the parties and any and all subsequent changes must be agreed upon by both parties in writing. This Agreement supersedes any prior expressed or implied agreements between the parties and any residual obligations thereunder.
- 15. Notices.
Notices regarding this Agreement shall be sent first class postage pre-paid, registered or certified mail, return receipt requested, to the following persons or to any successor designated by either party in writing:

**For The Board of Trustees of Community
College District No. 508, County of Cook and
State of Illinois:**

Dr. Ronald J. Temple, Chancellor
226 West Jackson Blvd., 14th Floor
Chicago, IL 60606

For Pegasus Players:

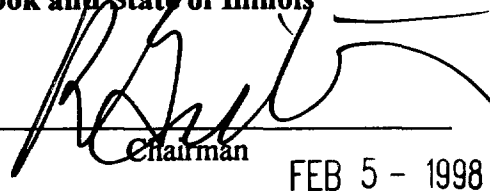
with additional notice to:

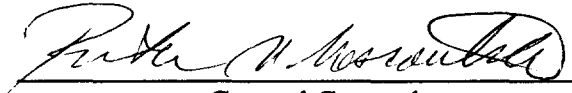

Dr. Phoebe K. Helm, President
Truman College
1145 West Wilson Ave.
Chicago, IL 60640


IN WITNESS WHEREOF, the parties hereunder have executed this Agreement this ___ day
of _____, 19__.

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

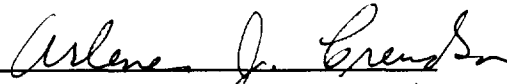
Approved as to Legal Form

BY: 
Chairman
FEB 5 - 1998


General Counsel


ATTEST: 
Secretary

Pegasus Players

BY: 
TITLE: Executive Director

BY: _____
TITLE: _____