

21075

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508  
FEB 4 1999

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

COUNTY OF COOK  
AND STATE OF ILLINOIS

RENEW THEATER USE AGREEMENT  
CHOCOLATE CHIPS THEATER COMPANY  
KENNEDY-KING COLLEGE

THE CHANCELLOR

REPORTS

that there is a need to continue high quality performing arts which emphasize community and cultural themes in the area serviced by Kennedy-King College; and

that the recommended Agreement begins December 1, 1998 and expires August 31, 1999.

RECOMMENDS

that the Board of Trustees approves the renewal Agreement with the Chocolate Chips Theater Company stating the terms and conditions whereby the Company can continue performances at Kennedy-King College; and authorizes the Chairman and Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

February 4, 1999

21075

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

**THEATER USE AGREEMENT  
Chocolate Chips Theater Company**

This Agreement is made this 4 day of Feb, 1999, by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois ("Board") on behalf of Kennedy-King College ("College") and the Chocolate Chips Theater Company ("CCTC"). CCTC understands that this Agreement is non-exclusive and is subject to the following terms and conditions:

1. **Term.** The term of this Agreement begins December 1, 1998 and expires August 31, 1999.
2. **Termination.** Either party may terminate this Agreement prior to its expiration for any reason upon thirty (30) days written notice as herein provided.
3. **Consideration.** In consideration for residency at the Kennedy-King College under the conditions set forth in this Agreement, CCTC agrees to provide the following:
  - A. CCTC shall work with the appropriate Kennedy-King College personnel toward the goal of creating educational programs through the College's Center for Life Long Learning to advance the goals of the City Colleges.
  - B. CCTC will publicize the Kennedy-King College 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.
  - C. CCTC will prominently display in all stage bills for shows at the Kennedy-King College an acknowledgment of the support provided to it by Kennedy-King College and City Colleges of Chicago.
  - D. Each production by CCTC under this Agreement will run a minimum of four (4) performances as referenced in Appendix A attached, or upon express written approval from the College President, or her designee. CCTC shall provide the College with a schedule of its performances for the upcoming season by September 1, 1998 for approval by the College President, or her designee. The dates approved for the 1998-99 Season are attached to this Agreement as Appendix A and incorporated herein. In the event CCTC desires to change such schedule after said deadline or after approval by the College President, or her designee, it must submit a written request for a change to the College President, or her designee. No change in an approved schedule may be made without the written approval of the College

# 21075

President, or her designee. CCTC's schedule of performances submitted to and approved by the College President, or her designee 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, or her designee.

- E. The College shall be entitled to twelve (12) complimentary tickets to the opening performance of each production, except benefit performances when the College shall be entitled to six (6) 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. CCTC will admit all College faculty, staff, and students to all previews free of charge upon presentation of a valid College identification card.

#### 4. **Covenants Regarding Use.**

- A. CCTC shall have, at all times during the term of this Agreement, a non-exclusive right of ingress and egress to and from the College Theater through, over and upon such areas of the College complex as may be designated, from time to time, in writing, by College (the "Access Area"). Access Area shall include any rehearsal or office space designated by the College. CCTC shall not enter, or permit any of its agents, employees or invitees to enter areas of the College building or complex other than the College Theater and the Access Area, without, in each instance, first obtaining the prior written consent of College President or the president's designee. CCTC shall take all such measures as necessary to prevent any of its contractors, agents, employees, guests or invitees from entering areas of the College building or complex other than the College Theater and the Access Area.
- B. CCTC shall not consume, possess, exhibit, sell or offer for sale, nor permit its agents, employees, guests or invitees to consume, possess, exhibit sell or offer for sale, any alcoholic or intoxicating beverages on or around the College Theater or building.
- C. CCTC shall fully comply with all applicable laws, ordinances and governmental regulations including, but not limited to, the Rules for Management and Government of the City College of Chicago, in effect and as amended, and shall not make any use of the College Theater which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb or property.
- D. CCTC shall not display, inscribe, paint, print, maintain or affix on any place in or about the exterior of the College Theater, building or building complex any sign, notice legend, direction, figure or advertisement unless CCTC has in each instance,

first obtained the written consent of College, or such person or persons as College may from time to time, designate in writing.

- E. CCTC shall, at its own cost and expense, procure each and every permit, license, certificate or other authorization and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the College Theater.
  - F. CCTC shall enforce any "No Smoking" rules and regulations applicable to the College Theater and building.
5. **Insurance.** CCTC shall, at its own expense obtain and maintain the following insurance with an insurance company authorized to do business in the State of Illinois. CCTC shall, upon reasonable request, 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 Institution. Further, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago shall be listed as an additional insureds on the Certificate of Insurance:
- 1. General Liability - Comprehensive Form including Product and Broad Form Property Damage; Bodily Injury, Property Damage Injury and Property Damage;
    - a. Each Occurrence: \$1,000,000.00
    - b. Aggregate: \$3,000,000.00
  - 2. Workers' Compensation - Statutory Insurance as required by the State of Illinois. Employer's Liability - \$100,000 Each Occurrence.
6. **Indemnification.** CCTC 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 CCTC or its employees, or of any of the subcontractors or its employees, excepting cases in which it has been adjudged that City Colleges is solely negligent or for Acts of God. CCTC 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, CCTC shall, at his own expense, satisfy and discharge the same. CCTC expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by CCTC, shall in no way limit the responsibility to indemnify, keep and save harmless and defend City Colleges as herein provided.

7. **General Provisions.**

A. **Kennedy-King College.**

1. The College will make the Theater available to CCTC for up to fourteen (14) 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, or her designee.
2. The College shall maintain the Kennedy-King College premises in good repair and working order, including the provision of necessary and reasonable air conditioning and heating.
3. The College shall provide stage crew for productions. CCTC shall be responsible for the payment of the costs associated with the stage crew as provided in this Agreement.
4. The College shall also provide to CCTC, at no additional:
  - a. Rehearsal and Office Space. CCTC shall be responsible for long distance telephone charges;
  - b. Access and Use of the College's mail room and package services. CCTC agrees to pay for its own postage and other costs associated with postal service and delivery; and
  - c. Parking Spaces as may be available. The College students, faculty and staff shall have priority for all available parking.

B. **CCTC.**

1. CCTC shall have the use of all theater equipment normally used in the Theater. CCTC agrees to pay for all damages to said equipment which arise from CCTC's use.
2. CCTC shall produce and maintain exclusive control over:
  - a. all personnel and contractors of CCTC, including, but not limited to CCTC's complete cast, director and stage manager ("CCTC Personnel"). CCTC Personnel shall be considered at all times employees of CCTC.
3. CCTC shall be solely responsible for providing any and all employment benefit to CCTC Personnel, including, but not limited to salary, wages and Workers' Compensation.

8. **Rights Reserved to College.** The College shall have the following rights, exercisable without notice and without liability to CCTC for damage or injury to property, person or business (all claims for damage being hereby released) and without effecting a disturbance of CCTC's use of the College Theater:
- A. to designate the location of the Access Area referred to in Paragraph 4 above and to change the location of the Access Area to an areas of equal size, upon sixty (60) days written notice;
  - B. to take any and all measures, including without limitation, inspections, repairs, alterations, additions and improvements to the College Theater, as may be necessary or desirable for the safety, protection or preservation of the College Theater or the College building complex of which the College Theater are a part.
9. **Maintenance and Use of the College Theater.**
- A. CCTC 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.
  - B. CCTC 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.
  - C. CCTC 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. CCTC must secure written permission from the College President, or her designee for any use of space which is not part of its regular rehearsal space fourteen (14) days prior to such use.
  - E. CCTC agrees that there shall be no discrimination or segregation practiced in the College Theater because of race, sex, color, creed, religion or sexual orientation against any personnel, student, artists, College, or patron.
  - F. CCTC has examined and knows the condition of the College Theater and has received the same in good order and repair except as herein otherwise specified, and no representations as to the condition or repair thereof have been made by College or its agents prior to or at the execution of the Agreement, that are not herein expressed or endorsed hereon. CCTC shall keep the College Theater in a clean, sightly, orderly and healthy condition and in good repair, and shall perform all acts required to maintain the College Theater in accordance with applicable statutes, ordinances and other governmental requirements.

# 21075

- G. All property situated in the building or the College Theater and belonging to CCTC, its agents, employees or invitees of the College Theater shall be situated there at CCTC's own risk. College shall not be liable for damage, theft, misappropriation or loss thereof.
  - H. As between the Board and CCTC, the box office receipts from CCTC's productions and other revenues generated by CCTC shall be exclusively the property of CCTC.
  - I. The admission price schedule that CCTC shall use for production at Kennedy-King College 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 CCTC.
  - J. Furniture and all large articles shall be brought into the Kennedy-King College through the loading dock only after prior arrangements with the College President or her designee.
  - K. CCTC agrees to the following:
    - 1. Provide up to five (5) performances at no cost for Kennedy-King College at various college events;
    - 2. Provide programming which supports the College's recruiting effort in conjunction with the College's Office of Admissions and Recruitment; and
    - 3. Pay the crew costs for all productions. All costs must be paid no later than 10 business days prior to the scheduled work week of crew work.
  - L. CCTC agrees to bear the cost of all consumable material associated with mounting the CCTC season during the term of this Agreement, including but not limited to lumber, paint, hardware, fabric, costumes, props and metalwork.
10. **Independent Contractor.** It is mutually agreed and understood that neither party nor their employees, officers, agents or contractors are employees of the other and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.
11. **Assignment and Sublease.** CCTC 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 CCTC sublease its rights, duties or obligations under this Agreement. Any co-production or use of space not part of the CCTC subscription series shall be considered an

unauthorized assignment or sublease under this Agreement, unless CCTC obtains express written permission from the College's Board.

12. **Return of Possession.** Upon the termination of this Agreement in any way, CCTC will yield up the College Theater to College in as good condition as when the same were entered upon by CCTC, loss by fire and ordinary wear and tear only 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 CCTC by the College, thirty (30) days after termination.
13. **Acknowledgment of College Purpose.** CCTC acknowledges that the College and College Theater 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 CCTC's requirements.
14. **Force Majeure.** Notwithstanding the provisions of other sections of this Agreement, if the College 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 College Theater available to CCTC for scheduled rehearsals or performances hereunder, and such period continues for more than one week, then either party may, upon written notice as provided herein, terminate this Agreement immediately.
15. **Remedies Cumulative; Non-Waiver.** All rights and remedies given to College shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law. No waiver of any breach or default of CCTC shall be implied from any omission by College to take any action on account of any similar or different breach or default.
16. **Taxes and Fees.** 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, CCTC agrees to pay any and all taxes, licenses and/or fees originating at the local, state, and/or federal level levied against CCTC and/or the Board related to CCTC's operations at the College.
17. **Notice.** 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 Dist. No. 508, County of Cook and  
State of Illinois:**

Dr. Wayne D. Watson, Chancellor  
226 West Jackson Blvd., 14th Floor  
Chicago, IL 60606



21075

with additional notice to:

Dr. Joann Horton, President  
Kennedy-King College  
6800 S. Wentworth Ave.  
Chicago, IL 60621

For Chocolate Chips Theater Company:

Cynthia Walls  
Kennedy King College  
6800 S. Wentworth room 3E96  
Chicago, IL 60621

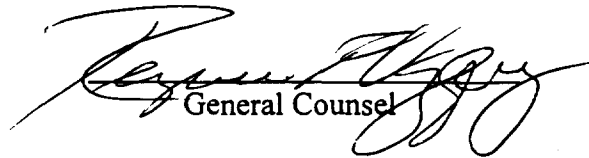
IN WITNESS WHEREOF, the parties hereunder have executed this Agreement this 4 day of Feb, 1999.

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

BY:   
Chairman FEB 4 - 1999

ATTEST Patricia A. Bunk  
Secretary

Approved as to Legal Form

  
General Counsel

Chocolate Chips Theater Company

BY: Cynthia A. Walls  
ITS: Company Manager

BY: Mark Bunka Blahly  
ITS: ARTISTIC DIRECTOR / PRODUCER

21075

APPENDIX A

SCHEDULE OF PERFORMANCES

**chocolate chips theatre company**

@ KENNEDY-KING COLLEGE • 773/994-7400

6800 S. Wentworth • Ste. 3E96 • Chgo., IL 60621

## 1999 PERFORMANCE DATES

[DUNHAM THEATRE • KENNEDY-KING COLLEGE]

-- WINTER/SPRING --

### THINGS THAT GO BUMP IN THE NIGHT

#### --February performances--

Friday	February 5, 1999	9:00am - 2:00pm
Saturday	February 6, 1999	1:00pm - 4:00pm
Thursday	February 11, 1999	9:00am - 2:00pm
Friday	February 12, 1999	9:00am - 2:00pm
Saturday	February 13, 1999	1:00pm - 4:00pm
Thursday	February 18, 1999	9:00am - 2:00pm
Friday	February 19, 1999	9:00am - 2:00pm

### GRIMM GOODIES

#### --May performances--

Thursday	May 6, 1999	9:00am - 2:00pm
Friday	May 7, 1999	9:00am - 2:00pm
Saturday	May 8, 1999	1:00pm - 4:00pm
Thursday	May 13, 1999	9:00am - 2:00pm
Friday	May 14, 1999	9:00am - 2:00pm
Saturday	May 15, 1999	1:00pm - 4:00pm
Thursday	May 20, 1999	9:00am - 2:00pm
Friday	May 21, 1999	9:00am - 2:00pm
Saturday	May 22, 1999	1:00pm - 4:00pm