

**21076**

**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  
MUNTU DANCE THEATER OF CHICAGO  
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 December 31, 1999.

**RECOMMENDS**

that the Board of Trustees approves the renewed Agreement with Muntu Dance Theater of Chicago stating the terms and conditions whereby the Dance Theater 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

21076

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

THEATER USE AGREEMENT  
Muntu Dance Theater of Chicago

This Agreement is made this 4<sup>th</sup> 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 Muntu Dance Theater of Chicago ("Muntu"). Muntu 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 December 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, Muntu agrees to provide the following:
  - A. Muntu 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. Muntu 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. Muntu 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 Muntu under this Agreement will run performances as referenced in Appendix A attached, or upon express written approval from the College President, or her designee. Muntu 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 Muntu 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 President, or her designee.

Muntu'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 twenty-four complimentary tickets to the opening night 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 day thereafter. Muntu 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. Muntu 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. Muntu 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. Muntu 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. Muntu 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. Muntu shall fully comply with all applicable laws, ordinances and governmental regulations including, but 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. Muntu 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 Muntu has in each instance,

# 21076

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

- E. Muntu 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. Muntu shall enforce any "No Smoking" rules and regulations applicable to the College Theater and building.
5. **Insurance.** Muntu shall, at its own expense obtain and maintain the following insurance with an insurance company authorized to do business in the State of Illinois. Muntu 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.** Muntu 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 Muntu 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. Muntu 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, Muntu shall, at his own expense, satisfy and discharge the same. Muntu expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Muntu, 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 Muntu for up to thirty-one (31) 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 including necessary and reasonable air conditioning and heating.
3. The College shall provide stage crew for productions. Muntu shall be responsible for the costs associated with the stage crew as provided in this Agreement.
4. The College shall also provide to Muntu, at no additional cost:
  - a. Rehearsal and Office Space. Muntu shall be responsible for long distance telephone charges;
  - b. Access and Use of the College's mail room and package services. Muntu agrees to pay for its own postage and other costs associated with postal service and delivery;
  - c. Parking spaces as may be available. The College students, faculty and staff shall have priority for all available parking.

B. **Muntu.**

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

8. **Rights Reserved to College.** The College shall have the following rights, exercisable without notice and without liability to Muntu for damage or injury to property, person or

business (all claims for damage being hereby released) and without effecting a disturbance of Muntu'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. Muntu 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. Muntu 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. Muntu 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. Muntu 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. Muntu 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. Muntu 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. During Muntu's use of the College Theater, Muntu 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.

- G. All property situated in the building or the College Theater and belonging to Muntu, its agents, employees or invitees of the College Theater shall be situated there at Muntu's own risk. College shall not be liable for damage, theft, misappropriation or loss thereof.
- H. As between the Board and Muntu, the box office receipts from Muntu's productions and other revenues generated by Muntu shall be exclusively the property of Muntu.
- I. The admission price schedule that Muntu 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 Muntu.
- 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. Muntu agrees to the following :
  - 1. Upon mutual agreement of the parties, add an additional date to the annual concert series or produce a stand alone production, for the benefit of Kennedy-King College. Proceeds the additional concert or stand alone production of the benefit shall be donated to Kennedy-King College. The College shall be responsible for all crew costs associated with said benefit.
  - 2. Pay crew costs for all productions. All costs must be paid in accordance with the College's policies and procedures on payment of technical assistance fees.
  - 3. Pay the cost of all consumable material associated with mounting the Muntu 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.** Muntu 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 Muntu sublease its rights, duties or obligations under this Agreement. Any co-production or use of space not part of the Muntu subscription series shall be considered an

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

12. **Return of Possession.** Upon the termination of this License in any way, Muntu will yield up the College Theater to College in as good condition as when the same were entered upon by Muntu, 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 Muntu by the College, thirty (30) days after termination.
13. **Acknowledgment of College Purpose.** Muntu 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 Muntu'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 Muntu 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 Muntu 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, Muntu agrees to pay any and all taxes, licenses and/or fees originating at the local, state, and/or federal level levied against Muntu and/or the Board related to Muntu'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



APPENDIX A **21076**  
SCHEDULE OF PERFORMANCES

**Memor**

**To:** Sheldon Lane  
**From:** Carolyn Deane  
**Date:** 9/30/98  
**Re:** 1999 DECEMBER CONCERT DATES

As per our conversation, here are the dates you requested for our 1999 Annual December Concert dates. They are as follows:

- Thursday** December 9 @ 8:00pm
- Friday** December 10 – Benefit Night @ 7:30pm
- Saturday** December 11 @ 8:00pm
- Sunday** December 12 @ 3:00pm

The November rehearsal schedule will follow in the Spring 1999. If you have any questions, please call me in Muntz's office.

**Thanks**

21076

with additional notice to:

Muntu Dance Theater of Chicago:

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

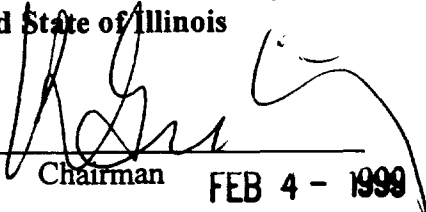
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

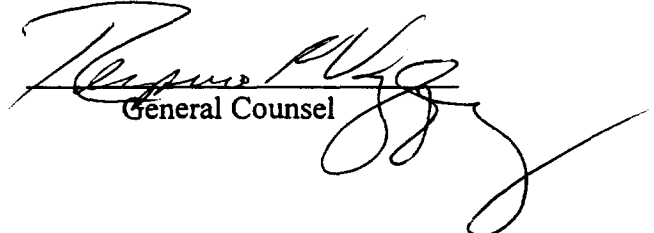
Board of Trustees of Community  
College District No. 508, County  
of Cook and State of Illinois

Approved as to Legal Form

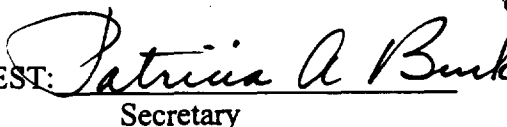
BY: \_\_\_\_\_

  
Chairman

FEB 4 - 1999

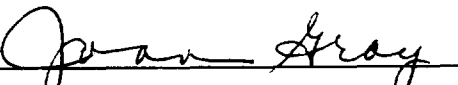
  
General Counsel

ATTEST: \_\_\_\_\_

  
Secretary

Muntu Dance Theater of Chicago

BY: \_\_\_\_\_



BY: \_\_\_\_\_

ITS: \_\_\_\_\_

  
President

ITS: \_\_\_\_\_