

21254

ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

MAY 6 - 1999

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

COUNTY OF COOK  
AND STATE OF ILLINOIS

GRADUATION FACILITY RENTAL  
OLIVE-HARVEY COLLEGE

THE CHANCELLOR

REPORTS

that it is necessary to rent space for the Spring 1999 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 Chicago Theater; and an Agreement was negotiated at a rental cost not to exceed \$14,058.00, with self-insured and indemnification provisions; and

RECOMMENDS

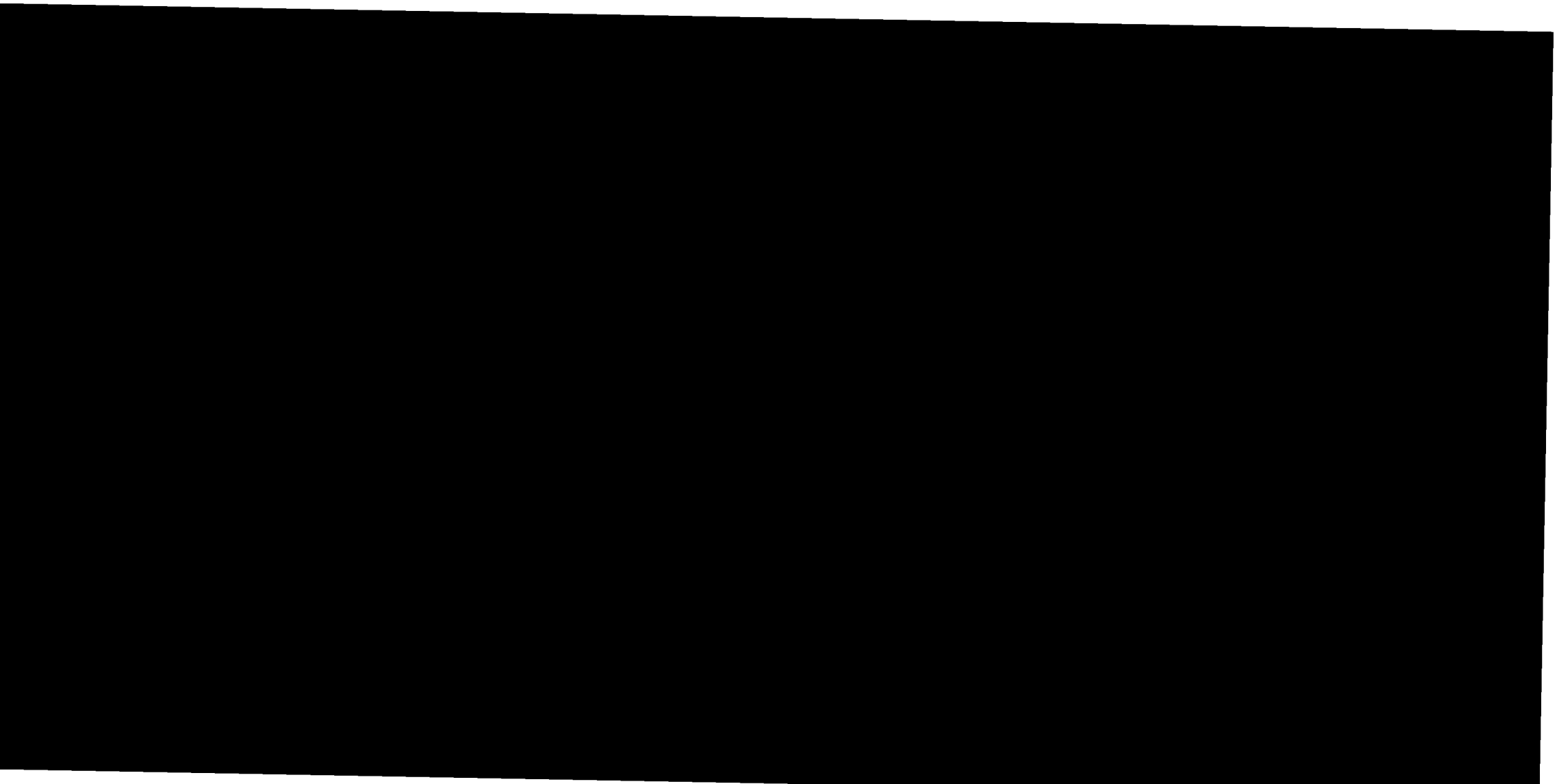
that the Board of Trustees approves a rental Agreement with the Chicago Association for the Performing Arts, 175 North State Street, Chicago, on Friday, May 14, 1999 from 12:00 Noon to 10:00 p.m. at a cost not to exceed \$14,058.00 and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

May 6, 1999

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THE CHICAGO ASSOCIATION FOR THE PERFORMING ARTS  
175 NORTH STATE STREET  
CHICAGO, ILLINOIS 60601

As of March 10, 1999

Olive Harvey College  
10001 South Woodlawn Avenue  
Chicago, IL 60628  
Attention: Larry Dixon

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

Re: Commencement

Gentlepersons:

This letter confirms the principal terms agreed upon between THE CHICAGO ASSOCIATION FOR THE PERFORMING ARTS, (i) the manager of the Chicago Theatre under a management services agreement with Chicago Alameda Theatre Enterprises, Inc. ("CATE"), the sublessee of the Chicago Theatre, and (ii) a nonprofit corporation authorized to conduct affairs in Illinois (hereinafter "CAPA") and Olive Harvey College, an Illinois Corporation (hereinafter "Licensees") for the use of the Chicago Theatre (the "Theater") located at 175 North State Street in Chicago, Illinois 60601 for the presentation of Olive Harvey College Commencement (the "Production").

1. Term

CAPA hereby grants to Licensees a license to present the Production in the Theater pursuant to the terms and conditions set forth in this Agreement (the "License"), and Licensees hereby agrees to present the Production upon all the terms and conditions set forth herein. CAPA agrees to hold the Theater available for Licensees' use for a period (the "Term") commencing on the date Licensees commences load-in (the "Commencement Date"), starting on May 14, 1999 and continuing thereafter until completion of its "load-out," on May 14, 1999. Licensees hereby acknowledges that CAPA retains the sole and exclusive right to keep the Theater for its own use on any weekday at any time provided always that such use shall be concluded three (3) hours before curtain time or scheduled rehearsals. Licensees' schedule for the presentation of the Production at the Theater is attached hereto as Exhibit "A."

2. Use of Theater

The Theater shall be used by Licensees for no purpose other than the performance of the Production during the Term of this License. There shall be no radio or television broadcasting or motion picture or video or audio recording of any performance of the Production from the Theater the running time of which is in excess of 1 minute 59 seconds unless specifically agreed to in advance, in writing, by CAPA.

may deduct from the security deposit an amount sufficient to pay all such expenses. If such deposit is insufficient to pay said expenses, Licensees agrees to pay the deficit on demand. If Licensees defaults with respect to any provision of this License, including but not limited to the provisions relating to the payment of the license fee or any other amount which may become due from Licensees to CAPA under this License, CAPA may, upon notice first being given to Licensees, use, apply or retain all or any part of the security deposit, then held by CAPA for the payment of any rent and any other sum in default, or for the payment for any other amount which CAPA may spend or become obligated to spend by reason of Licensees' default or to compensate CAPA for any other loss or damage which CAPA may suffer by reason of Licensees' default. If any portion of the security deposit is, or is to be, used or applied, Licensees shall within two (2) business days after written demand therefor deposit with CAPA (by cashier's or certified check or wire transfer in United States funds) the amount so used or applied and Licensees' failure to do so shall be a material breach of this License. If Licensees shall fully and faithfully perform every provision of this License to be performed by it, the security deposit will be returned to the Licensees within seven (7) days after the expiration of the Term of this License and Licensees' vacation of the Theater. Licensees hereby agrees not to look to any mortgagee, or superior landlord, or successor in title to the Theater for accountability for the security deposit unless the security deposit has actually been received by said mortgagee, or superior landlord, or successor in title as security for the Licensees' performance of this License. CAPA shall deliver the security deposit to the purchaser of CAPA's interest in the Theater, in the event that such interest is sold, provided that such purchaser first provides Licensees with its written agreement to comply with all of the terms of this License, and thereupon CAPA shall be discharged from any further liability with respect thereto. Nothing herein shall be construed to limit the amount of damages recoverable by CAPA or any other remedy to the security deposit. It is acknowledged that the security deposit consists of box office receipts and whether such amount is segregated or not, such amount is held by CAPA in trust for Licensees as the property of Licensees, except as to any portion thereof which becomes payable hereunder to CAPA.

- d. A sum equal to thirty percent (30%) of one hundred percent (100%) of Licensees' Adjusted Gross Merchandising Receipts (as defined below) for the applicable week from the sale of all souvenir items and other merchandise described in Paragraph 7.c. below, sold by Service Employees Union Local to be paid by each weekly settlement date. As used herein, the term "Adjusted Gross Merchandising Receipts" shall mean all sums received by Licensees from the sale at the Theater or immediately in front of the Theater of merchandise related to the Production, after deductions of sales taxes. CAPA shall have the right to maintain inventory controls and conduct audits of all merchandise and merchandise sales and Licensees' books and records respecting said sales.

- i. Intentionally omitted
- j. Licensees shall pay the rent and all additional amounts when due without abatement, deductions or set-off of any amount whatsoever.

4. CAPA's Undertakings

- a. CAPA shall furnish, at its own cost and expense:
  - (i) CAPA's normal and customary staff, the adequacy of the number of which is, except as otherwise provided herein, to be determined in the sole discretion of CAPA (additional staff for the performance(s) will be charged to Licensees separately). CAPA agrees that it will supply, at no additional charge to Licensees, the usual and customary number of ushers engaged by a theater of comparable size and layout as the Theater for the purpose of providing first-class ushering for the patrons of the Production.
  - (ii) CAPA's normal and customary house and work lights and cleaning of the Theater.
  - (iii) Such heating or cooling for the Theater as, in the sole judgment of CAPA is necessary for comfortable occupancy of the Theater.
  - (iv) The existing stage draperies.
  - (v) Any existing dressing rooms and accessible toilet facilities which are ancillary to the Theater, in reasonably clean condition; and
  - (vi) Those box office services which are described in Paragraph 6. below.
- b. Notwithstanding anything to the contrary above, CAPA shall have no liability for interruption of or failure to supply the above services because of strike, lockout or other labor difficulty or trouble (whether legal or illegal), civil disorder, breakdown, accident, repairs, alterations or improvements, any order of, or regulations by, any public authority, failure of fuel or power supply or inability to procure materials (not due to the fault of CAPA), acts of God, acts caused directly or indirectly by Licensees (or Licensees' employees, agents, patron or invitees) or any other cause beyond the reasonable control of CAPA; nor in any event for any direct or consequential damages or loss of profits provided no such circumstances shall be due to the material default, gross negligence of willful misconduct of CAPA.

shall furnish scene and property plots at least two (2) weeks in advance of the Commencement Date.

6. Payment of Additional Charges/Control and Distribution of Tickets

- a. Licensees and CAPA agree that the sale of all admission tickets to the Production shall be made through the Ticketmaster system pursuant to a written contract between CATE and Ticketmaster referring thereto and all customary fees and other costs incident thereto shall be paid by Licensees.
- b. The sale and disposition of tickets shall be under the exclusive control of CAPA or CATE. CAPA or CATE shall have sole and exclusive control and supervision of the box office and its personnel, and all gross box office receipts shall, until such time as settlement is made, be under the absolute control, disposition and supervision of CAPA or CATE. All tickets, two-for-one tickets and any other documents evidencing or affecting the right of admission to the Theater shall be ordered only by CAPA, and Licensees covenants that it will not order, distribute and/or issue same (or authorize the foregoing) without CAPA's prior written consent.
- c. Licensees agrees that the normal and customary staffing of the box office, ushers, ticket takers, supervisors and security guards, watchmen, and all other personnel deemed necessary by CAPA for the proper operation of the Theater during the Term of this License, shall be managed and controlled by CAPA, and that all extraordinary fees and other costs incident thereto shall be paid by Licensees, except as otherwise provided in this License. Licensees shall also pay for any extra police and/or fire protection which CAPA may deem necessary for any rehearsals and/or performances of the Production.
- d. If Licensees wishes to sell any merchandise items as set forth in Paragraph 7.c. below at the Theater, Licensees shall provide to CAPA evidence of Illinois retail sales license and provided such license is valid and in good standing throughout the Term, Licensees shall be entitled to sell such show-related merchandise at sales facilities Located in the Theater (such locations to be approved by CAPA in its sole discretion). Licensees agrees that the sale of all items specified in Paragraph 7.c. of this License shall be conducted in accordance with reasonable rules and regulations adopted from time to time by CAPA or CATE and shall at all times be in compliance with all applicable governmental and quasi-governmental laws, statutes, ordinances, codes, rules and regulations. All customary fees and other costs incident to such sales shall be paid by Licensees and Licensees, if such sales are made using employees or independent contractors hired or retained by Licensees, shall be responsible for the wages of such concession sales people, taxes (federal,

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- (iv) All sales and use taxes which may be due from the sale of tickets for each performance of the Production based on the entire price of the ticket for the customer or patron shall be paid by Licensees, and Licensees will indemnify CAPA, CATE, their affiliates and their respective officers, directors, partners, employees, agents, successors and assigns (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless against all claims with respect thereto; and
- (v) Unless CAPA agrees to the contrary, all tickets to performances of the Production shall be sold through CAPA's or CATE's box office which shall include Ticketmaster outlets, and phones, utilizing the Ticketmaster computerized ticket system, and Licensees agrees that it will comply with all of CAPA's and CATE's rules and regulations relating to box office services and procedures. CAPA through CATE will assist Licensees in establishing and programming the performances of the Production on the Ticketmaster system. Ticketmaster shall provide a standard ticket manifest for the review and approval of the box office, CAPA and Licensees. Licensees understands and acknowledges that CAPA, through CATE's contract with Ticketmaster, has the right and the ability at the box office to program a performance for the Theater into the Ticketmaster computer system for ticket sales to the public from the Ticketmaster system for events in the Theater only. With knowledge of the above, Licensees expressly authorizes CAPA and CATE, acting through its box office, to do such things as may be required by Ticketmaster in the normal course of business for the programming, distribution and sale of tickets for each performance of the Production for which Licensees requests CAPA or CATE to use the Ticketmaster system, and Licensees indemnifies and agrees to hold the Indemnified Parties harmless from and against any and all damages, claims and expenses including attorneys' fees which the Indemnified parties may suffer by virtue of the activities of Licensees, Ticketmaster and CAPA's Box Office personnel acting upon the request or at the direction of Licensees, Ticketmaster or any of their respective employees or representatives. Licensees agrees that CAPA shall not be responsible under any circumstance for (i) any receipt or other funds held by Ticketmaster or other remote outlets for Ticketmaster; or (ii) for the misappropriation or loss of such receipts or funds or any other failure by Licensees to receive such receipts or funds. Licensees agrees that CAPA shall only be responsible for that portion of the receipts from tickets sales held by CAPA.

7. Concessions

- a. CAPA or CATE shall operate all food and drink concessions in the Theater, the coat check, and parking lots in and by the Theater at its cost and expense. CAPA
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rent supplies or equipment, or contract for services, or incur any indebtedness or liability of any kind in the name of CAPA, CATE, Chicago Theater Restoration Associates or any of their respective partners, officers, agents, employees or directors nor in the name of the Chicago Theatre. CAPA reserves the right to approve, in advance of its usage, of any advertising, marketing or other materials utilizing the name of CAPA, CATE or Chicago Theater Restoration Associates or any graphics depicting the Theater or any portion thereof.

10. **Compliance With Applicable Laws Rules and Regulations**

- a. Licensees shall comply with all laws, rules, regulations, orders and ordinances governing the Theater and with all laws, rules, regulations, orders, and ordinances of governmental authorities, and rules and regulations of CAPA or CATE for the management and use of the Theater. Licensees shall not use or attempt to use any part of the Theater for any use or proposed use which will be contrary to law or be opposed to decency or good morals or be otherwise improper or detrimental to the reputation of CAPA. CAPA shall not be liable to Licensees for damages resulting from any diminution or deprivation of Licensees' rights under this Agreement on account of the exercise of any such authority as provided in this Paragraph 11.
- b. Licensees shall comply with all labor laws and all rules, regulations and contracts of CAPA or CATE regarding labor as are applicable to activities contemplated hereunder; and Licensees shall comply with the rules of any unions, guilds or other organizations having jurisdiction over the services to be rendered under the terms of this Agreement.
- c. Notwithstanding any weekly or daily settlement, if any union or other organization having jurisdiction shall subsequently require payment by CAPA or CATE of any additional compensation for any member payable under this Agreement covering work done prior to such weekly or daily settlement, the additional amount shall be borne by the parties hereto in the same manner as the original compensation is required to be borne by them.

11. **Public Image and Reputation**

Licensees acknowledges that CATE is a wholly-owned subsidiary of The Walt Disney Company. Licensees acknowledges that The Walt Disney Company and CATE are extremely sensitive about maintaining the wholesome "Disney" public image and preserving and enhancing the "Disney" reputation for consistently offering family entertainment of the highest caliber. Licensees agrees that neither Licensees, nor its employees and representatives, shall take any action which could poorly reflect upon CATE or such "Disney" public image or reputation and Licensees shall at all times manage the Production and the presentation of the Production in a manner consistent with such "Disney" public image and reputation. Licensees shall undertake to ensure that all Licensees staff, concessionaires and vendors uphold

16. Cancellation and Refunds

If any performance of the Production is not held for whatever reason, Licensees shall have the obligation at its expense to inform the public of such cancellation through regular information media, and in the event Licensees fails to do so, CAPA may make such announcements at Licensees' expense. Licensees shall make immediate restitution to all purchasers of tickets for each canceled performance of the Production who present the same for refund. In the event a performance of the Production is canceled, Licensees must have its representative at the Chicago Theatre Box Office one and a half (1-1/2) hours before the stated curtain time on the date the canceled performance was scheduled to occur and said representative shall remain in the Box Office through what would have been the scheduled intermission of the canceled performance. In the event Licensees fails or delays in doing so, CAPA shall be authorized to make such restitution, and Licensees upon demand shall reimburse CAPA for any such refunds which CAPA pays in excess of the funds theretofore collected and held by CAPA in connection with the sales of tickets, it being understood that CAPA may pay such refunds to any persons who purchased such tickets from Licensees or others as well as to any persons who purchased such tickets at the Box Office. Nothing contained herein shall be deemed to require CAPA to make such announcements or refunds to any person or persons.

17. Box Office Cost for Cancellation

In the event a performance of the Production is canceled, Licensees shall pay to CAPA an amount equal to the actual cost of all Box Office labor over and above normal and customary non-performance schedule Box Office costs incurred directly as a result of such cancellation by CATE or CAPA.

18. Evening of Performance Box Office Hours

The Box Office shall remain open for up to twenty (20) minutes following the performance's curtain time stated on the ticket. In the event Licensees requests CAPA to keep the Box Office open after such time, Licensees shall pay the then-prevailing rate for each additional hour (or portion thereof).

19. Theater and Condition of Theater

- a. The Theater leased hereby and the term "Theater" as used herein shall include the following spaces in the Chicago Theatre building which are customarily used for performances: the auditorium, the backstage area as well as the stage, sub-stage area, dressing rooms and such other areas of the Chicago Theatre building reasonably necessary for the presentation of the Production. Among the areas in the Chicago Theatre building which are not included within the Theater are the Box Office and ancillary spaces, the other



- (ii) cause or produce to be caused or produced therein or to emanate therefrom any unusual, obnoxious or objectionable smoke, gases, vapors or odors (other than a reasonable amount of fog used on the stage of the Theater during performances of the Production);
- (iii) use any part thereof for cooking, lodging, sleeping or any unlawful purpose;
- (iv) permit any of its officers, agents, employees, independent contractors or others in any way connected with Licensees to use or consume alcoholic beverages or any controlled substance while in the Theater unless specifically consented to in writing by CAPA;
- (v) do or permit to be done anything which may interfere with the effectiveness or accessibility of utilities, ventilation or air conditioning systems or portions thereof, nor do or permit anything to be done which may interfere with free access and passes thereto or to the public streets adjacent thereto, or to the street or sidewalks adjoining the Theater, or interfere with the effectiveness or accessibilities of any elevators in the Theater;
- (vi) place any additional lock of any kind upon a window, interior or exterior door of the Theater, or make any change in any existing door or window lock or mechanism thereof unless expressly permitted in writing by CAPA;
- (vii) install, maintain or operate any vending machine in the Theater, without the prior written consent of CAPA;
- (viii) put up or operate any engine or motor or machinery in the Theater, other than as required in connection with the operation of the scenery or sets, or use oils or other flammable such as camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, nor to use any other agent for heating or illuminating the Theater or bring onto the Theater premises any fireworks or explosives and shall not use any power source or material other than electricity for illuminating the Theater.

20. Sound Equipment/Projection Equipment

Licensees acknowledges that CAPA has fully apprised Licensees, and that Licensees fully understands, that the Theater during the Term does not include certain technical equipment, including but not limited to, sound equipment, projection equipment and lighting equipment. Licensees further acknowledges that Licensees

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22. *no paragraph 22 appears in this agreement.* *KWW*

23. Insurance *See Attachment No. 1 incorporated herein.* *KWW*

- a. Each party covenants that its respective insurers shall not hold any right of subrogation against the other party hereto. Each party hereto agrees to cause its respective insurance policy or policies to be endorsed, if necessary, to effect this waiver of subrogation.
- b. Licensees agrees that it will carry and maintain at its own cost and expense personal property insurance covering the property of Licensees to the extent of its insurable value.
- c. CAPA agrees that it or CATE will carry and maintain replacement cost property insurance for the Theater.
- d. Each party or CATE as CAPA's representative hereto agrees to carry and maintain in full force and effect Commercial General Liability Insurance with minimum limits of One Million Dollars (\$2,000,000.00) combined single limit on each policy, Commercial Umbrella Liability Insurance with a limit of not less than Four Million Dollars (\$8,000,000.00), and Worker's Compensation Insurance covering Licensees' employees, and to furnish a certificate to the other party evidencing all insurance called for in this Agreement.
- e. Upon written request, CAPA agrees to list Licensees, its parents, affiliates, subsidiaries, agents and employees as additional insureds on the Public Liability policy pertaining to this engagement. Execution of this agreement by both parties shall be deemed to constitute such written request.
- f. Upon written request, Licensees agrees to list CAPA, CATE, the Chicago Theatre, Chicago Theatre Restoration Associates, their parents, affiliates, subsidiaries, agents and employees as additional insureds on the Public Liability policy pertaining to this engagement. Execution of this agreement by both parties shall be deemed to constitute such written request.

24. Tax Withholding

CAPA may withhold such sums as CAPA may determine in its absolute discretion should be withheld under any applicable tax laws (including without limitation the Internal Revenue Code) and under other laws without liability to Licensees as a result thereof. Without limitation of the foregoing, Licensees shall withhold all taxes required to be withheld under the Internal Revenue code and under all other laws, including, without limitation, taxes on non-resident aliens and foreign corporations. Licensees shall indemnify and hold harmless CAPA and its officers, trustees, employees, subsidiaries and affiliates from and against any an all claims and

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be deemed exclusive but shall be cumulative with each other and in addition to all other rights and remedies existing at law or in equity:

- (i) If Licensees has not taken possession of the Theater and has also not paid the rent as required hereunder or has failed to present performances of the Production to the general public from the Theater pursuant to the performance schedule as set forth in Exhibit "A", then CAPA may terminate Licensees' right to possession of the Theater upon notice to Licensees and thereafter Licensees shall have no right to possession or occupancy of any portion of the Theater;
  - (ii) If Licensees is in possession of the Theater at the time of such default or breach, then CAPA, upon expiration of the applicable cure period allowed hereunder to remedy said default or breach, may terminate all of Licensees' rights under this License, including but not limited to its rights of occupancy and possession of the Theater, by notice to Licensees and Licensees will immediately vacate the Theater. CAPA may re-enter and take possession of the Theater, remove or procure the removal of all persons therefrom and Licensees shall have no further claim thereon or hereunder. In addition, CAPA may remove or procure the removal of Licensees' stage settings, scenery, paraphernalia or other equipment or personal property therefrom, place or cause to be placed Licensees' said property in a storage warehouse at Licensees' sole cost and expense; and;
  - (iii) CAPA may accelerate the entire rent due for the balance of the Term of this License as well as any and all other moneys to be paid by Licensees to CAPA and all of such rent and other moneys shall become at once due and payable by Licensees to CAPA, anything herein contained to the contrary notwithstanding, and Licensees shall pay same to CAPA upon demand or CAPA may retain any moneys already paid by Licensees to CAPA as full liquidated damages.
- c. The remedies provided herein in favor of CAPA shall not be deemed exclusive but shall be cumulative and in addition to all other remedies in favor of CAPA existing at law or in equity. The waiver by CAPA of any default by Licensees hereunder shall not constitute a waiver of any other such default then or thereafter occurring, and CAPA shall have the right at any time thereafter to avail itself of any and all of the remedies herein provided.
  - d. CAPA may terminate all of Licensees' rights under this Agreement by notice to Licensees. Not limiting the above, if funds derived from the Box Office sales or Ticketmaster phone and outlet sales are not sufficient to cover all estimated costs, Licensees must forward a check to CAPA no later than seven (7) days prior to the first scheduled performance of the Production to cover

If to CAPA:

CAPA  
175 North State Street  
Chicago, IL 60601  
Fax: 312-263-1138  
Attention: Manager

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

Attention:

31. Miscellaneous

- a. Sets and Scenery. All sets and scenery used by Licensees in the Theater shall at all times comply with all applicable governmental and quasi-governmental laws, statutes, ordinances, codes, rules and regulations. All work upon the stage of the Theater in connection with any performance of the Production shall be done at the sole cost and expense of Licensees. All lights shall be extinguished following each performance of the Production. All sets, scenery and properties shall be removed and full possession of the Theater given to CAPA on the expiration of this License, free from all responsibility and liability by reason of any damage to or destruction or theft of any sets, scenery, properties, musical instruments or any other property brought in or caused to be brought in the Theater with or without CAPA's consent, at any time.
  - b. Condition of Theater Premises. Licensees shall not alter, repair, add to, deface, improve, or change the Theater in any manner whatsoever, without CAPA's prior written consent. The Theater shall be maintained and vacated, as and when required, in as good condition as it is upon Licensees' entry herein, depreciation for reasonable wear and tear excepted.
  - c. Licenses and Permits. Licensees shall secure in advance, before the time and date of each performance, all licenses, permits and Public Performance licenses (including but not limited to SESAC, BMI, and/or ASCAP performing licenses) that may be required by any use of the Theater provided for in this License and shall secure any necessary certificates of electrical inspection from the City of Chicago for the operation of any motion picture or any other machine equipment, and shall do all other acts necessary to comply with all the laws and requirements of
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all public authorities, including the United States of America, the State of Illinois, the City of Chicago and any Department, Board or Authority thereof governing theaters or amusements or otherwise applicable to the Theater.

- d. Fire Regulations. All electrical equipment, scenery and property and other materials brought into the Theater by Licensees to be used in the presentation of the Production shall comply with and conform to all of the rules and regulations of the local Board of Fire Underwriters, the ordinances, statutes and law of the state of Illinois (whether or not enforceable within the Theater), and to the rules, regulations and directives issued by every government bureau or agency exercising jurisdiction therefor. Without limiting the foregoing, all scenery and paraphernalia shall be fireproofed by Licensees according to Chicago city law previous to the License. CAPA reserves the right to correct any violation placed upon said equipment, at the sole expense of Licensees, upon failure of Licensees to comply promptly in correcting any such violation. Licensees shall not do or permit anything to be done in the Theater, or bring or keep anything therein which might increase the rate of fire insurance on the Building or on the property kept therein or which might conflict with any statutes, ordinances or regulations of any public authority, including the United States of America, the State of Illinois, the City of Chicago, and any Department, Board, or Authority thereof, or which might conflict with the terms of any fire liability, casualty or other insurance policy on the Theater or any party thereof. Any use of fireworks or other combustibles must be cleared with CAPA and the Fire Marshall of the City of Chicago. Licensees represents and warrants that it has submitted all required diagrams and show descriptions to the Chicago Bureau of Fire Prevention for approval as required by the City of Chicago Municipal Code.
- e. Stage. No person or persons except those directly connected with the Production and whose business requires his or her presence on the stage of the Theater, shall be allowed thereon.
- f. Smoking. No smoking is permitted in the Theatre.
- g. Attendance by Licensees and CAPA at Performances. Licensees or a duly authorized representative of Licensees shall be in attendance at the Theater when the doors are opened and throughout each performance of the Production. Licensees agrees that one (1) hour prior to the scheduled commencement of each such performance, the lobby doors will be opened to permit entrance to the Theater by ticketed patrons. CAPA and CATE, their officers, agents and servants, shall have the right at all times to enter any part of the Theater.

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materials, equipment, devices, processes or dramatic rights used on or incorporated in the Production or the sale of the merchandise to be sold by or for Licensees hereunder. Licensees agrees to indemnify and hold harmless the Indemnified Parties against any and all such claims and charges, and to defend, at its expense, any and all such claims and charges which the indemnified Parties, or any of them, are made a party arising in connection with the foregoing.

- l. All attached riders, addenda, schedules and specifications are to be considered an integral part of this Agreement and are to be adhered to accordingly.
- m. The failure of either party hereto to enforce at any time any of the provisions hereof shall not be construed as a waiver of such provisions or of such party's rights thereafter to enforce any such provisions.
- n. The representations, warranties and indemnities of each party hereunder shall survive the expiration or earlier termination of this Agreement.
- o. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois ~~or State of Ohio~~ without regard to principles of conflicts of law. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- p. Headings. Section headings are for convenience only and are not to be given legal effect.

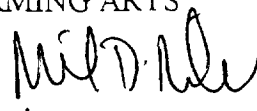
32. Entire Agreement

All prior understandings and agreements between the parties are merged with this Agreement, which alone fully and completely sets forth the understanding of the parties. This Agreement may not be changed or terminated orally and may not be assigned by Licensees without CAPA's prior written consent. Please confirm Licensees' acceptance of the foregoing terms by executing the enclosed copy of this letter where indicated below and returning it to CAPA.

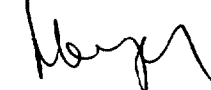
Very truly yours,

CHICAGO ASSOCIATION FOR THE  
PERFORMING ARTS

By:



Its:



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## Exhibit "A"

<u>Day</u>	<u>Date</u>	<u>Evening</u>	<u>Purpose</u>	<u>Comments</u>
Friday	May 14, 1999	TBD	Olive Harvey College	Commencement



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## ATTACHMENT NO. 1

April 24, 1999

To Whom It May Concern:

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.

If you have any questions, please feel free to contact me at (312) 553-2541. Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads 'Respicio F. Vázquez'.

Respicio F. Vázquez  
Associate General Counsel

RFV:rv