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Cook County Recorder 77.50

This Document Prepared by  
and after Recording Return to:



Jenner & Block, LLC  
One IBM Plaza  
Chicago, Illinois 60611  
Attn: Jeffrey L. Richman, Esq.

*This space reserved for Recorder's use only.*

**ASSIGNMENT OF RENTS, LEASES AND THEATER RENTAL AGREEMENTS**

THIS ASSIGNMENT OF RENTS, LEASES AND THEATER RENTAL AGREEMENTS ("Assignment") is made and delivered as of the 1<sup>st</sup> day of February, 2002 by CHICAGO MUSIC AND DANCE THEATER, an Illinois not-for-profit corporation d/b/a Music and Dance Theater Chicago ("Assignor"), to and for the benefit of WHI MILLENNIUM PARTNERS, LLC, an Illinois limited liability company, its successors and assigns ("Assignee").

**RECITALS:**

A. Pursuant to the terms of a Construction Loan Agreement of even date herewith (as amended, modified, replaced or restated from time to time, "Loan Agreement"), Assignee has agreed to loan to Assignor the principal amount of Twenty Four Million and No/100 Dollars (\$24,000,000.00) ("Loan"). Assignor is executing a certain Promissory Note of even date herewith (as the same may be amended, modified, replaced or restated from time to time, "Note") payable to the order of Assignee to evidence the Loan.

B. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loan.

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents,

revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from its leasehold interest in the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any Lease or Theater Rental Agreement (as defined below), licenses, or similar agreements (collectively, "Leases"; but excluding from such definition, (x) that certain Ground Lease dated February 1, 2002 (the "Ground Lease"), by and between Borrower, as lessee, and the City of Chicago, as lessor, and (y) all Theater Rental Agreements), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (ii) all rights and claims for damage against tenants, occupants or licensees arising out of defaults under the Leases and/or Theater Rental Agreements, including rights to termination fees and compensation with respect to rejected Leases or Theater Rental Agreements pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; (iii) all tenant improvements and fixtures owned by Assignor located on the Premises; and (iv) all commitment letters and theater rental agreements with participating performance companies ("Theater Rental Agreements"). Nothing herein contained shall be deemed to grant to Assignee any rights to or security interest in box office receipts resulting from ticket sales for performances related to the participating performance companies, it being acknowledged by Assignee that such receipts are the property of the companies, subject to the terms of the applicable Theater Rental Agreement. Provided, however, in the event of an Event of Default and Lender's exercise of its rights under this Agreement, Lender shall have all rights of Assignor in and with respect to such ticket sales in accordance with the terms of the Theater Rental Agreements. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in the Loan Agreement); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor or the grantor of the license to use the Property granted under all Leases and Theater Rental Agreements;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, Theater Rental Agreements, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases, Theater Rental Agreements, or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) no party to any Lease or Theater Rental Agreement is in default under the terms of any such Lease or Theater Rental Agreement.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease or grant a license for the use of any portion of the Premises unless Assignor obtains Assignee's prior written consent (which consent shall not be unreasonably withheld, and which shall be deemed given if not withheld in writing within five (5) business days following Assignor's request therefor) to such Lease or Theater Rental Agreement provided, however, such prior consent shall not be required if and only if (A) such Theater Rental Agreement substantially conforms with the form of agreement attached hereto as Exhibit B; and (B) with regard to Theater Rental Agreements covering in excess of fourteen (14) performances at the Premises, Assignor has delivered a final executed copy of any such Theater Rental Agreement to Assignee.

(b) Assignor shall observe and perform in all material respects all of the covenants, terms, conditions and agreements contained in the Leases or Theater Rental Agreements to be observed or performed by the lessor (or, as applicable, the grantor of a license to use the Premises) thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not outside the normal course of business: (i) release the liability of any tenant and/or licensee under any Lease or Theater Rental Agreement, (ii) consent to any tenant's and/or licensee's withholding of rent (or other sums due) or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's and/or licensee's claim of a total or partial eviction, (iv) consent to a tenant or licensee termination or cancellation of any Lease or Theater Rental Agreement, except as specifically provided therein, or (v) enter into any oral leases or licenses with respect to all or any portion of the Premises; provided that Assignor shall notify Assignee promptly after the occurrence of any of the foregoing done in the normal course of business;

(c) Assignor shall not, outside the normal course of business, collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance

of the time when the same shall become due, except for security or similar deposits, box office receipts or any other sums required to be paid in advance in accordance with the applicable Theater Rental Agreements;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, Theater Rental Agreements, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not, outside the normal course of business, modify, in any material respect, the terms and provisions of any Lease or Theater Rental Agreement, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease or Theater Rental Agreement, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease or Theater Rental Agreement, unless it is commercially reasonable to do so, without Assignee's prior written consent (which consent shall not be unreasonably withheld); provided, however, that Assignor shall notify Assignee, in writing, promptly after the occurrence of any of the foregoing. Additionally, Assignor may cancel or terminate any Lease or Theater Rental Agreement as a result of a material default by the tenant and/or licensee thereunder and failure of such tenant and/or licensee to cure the default within the applicable time periods set forth in the applicable Lease or Theater Rental Agreement, provided that Assignor has first provided written notice to Lender of any such material defaults;

(f) Assignor shall not accept a surrender of any Lease or Theater Rental Agreement or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease or Theater Rental Agreement so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or unless it is commercially reasonable to do so, a termination or diminution of the obligations of, any tenant thereunder; provided, however, that Assignor shall notify Assignee, in writing, promptly after the occurrence of any of the foregoing.

(g) Unless it is commercially reasonable to do so, Assignor shall not waive or excuse the obligation to pay rent or other sums due under any Lease or Theater Rental Agreement, provided, however, that Assignor shall provide prompt written notice thereof to Assignee;

(h) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or Theater Rental Agreement, or the obligations, duties or liabilities of the lessor, grantor, or any tenant, licensee or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee reasonably deems that it must appear in order to protect its interests.

(i) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease or licensor under any Theater Rental Agreement received from any tenant, licensee, or guarantor thereunder;

(j) If it is commercially reasonable to do so, Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease and Theater Rental Agreement to be observed and performed by the tenants and/or licensees thereunder;

(k) Assignor shall not permit any of the Leases or Theater Rental Agreements to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; and Assignor shall not execute hereafter any Lease or Theater Rental Agreement unless there shall be included therein a provision providing that the tenant/licensee thereunder acknowledges that such Lease and/or Theater Rental Agreement has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor/licensor under such Lease and/or Theater Rental Agreement unless such sums have actually been received in cash by Assignee as security for tenant's/licensee's performance under such Lease or Theater Rental Agreement;

(l) If any tenant and/or licensee under any Lease or Theater Rental Agreement is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases and/or Theater Rental Agreements assigned hereby, Assignor covenants and agrees that if any such Lease or Theater Rental Agreement is so terminated or rejected, no settlement for damages in excess of fifty thousand and no/100 dollars (\$50,000), shall be made without the prior written consent of Assignee, which consent shall not be unreasonably withheld, delayed or deferred.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases and/or the licensees under the Theater Rental Agreements of the existence of this Assignment at any time. Assignee shall deliver a copy of any such notice to Assignor.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the Cure Period set forth in the Loan Agreement or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases and/or Theater Rental Agreements, to obtain and evict tenants and/or licensees, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and/or Theater Rental Agreements and all the lessor's/licensor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants and/or licensees under the Leases and/or Theater Rental Agreements to pay all rents and other amounts payable under the Leases and/or Theater Rental Agreements to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases and/or Theater Rental Agreements to be observed or performed by the tenants and/or licensees thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants and/or licensees under the Leases and/or Theater Rental Agreements to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem reasonably necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law

(Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease or Theater Rental Agreement to be observed or performed by the lessor (or grantor of the license) thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or Theater Rental Agreement or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease or Theater Rental Agreement; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or Theater Rental Agreement or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become due and payable by Assignor on demand with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease or Theater Rental Agreement, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the

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satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases and/or Theater Rental Agreements as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant and/or licensee pursuant to the terms of the Leases and/or Theater Rental Agreements and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and permitted assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH



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KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

CHICAGO MUSIC AND DANCE  
THEATER, an Illinois not-for-profit  
corporation

By: *Cameron S. Avery*

Name: *Cameron S. Avery*

Title: *Secretary*



## LEGAL DESCRIPTION

### PARCEL 1:

A TRACT OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10 AND IN THE NORTH 1/2 FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST RANDOLPH STREET AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AS DESCRIBED IN DEED RECORDED MARCH 5, 1920 AS DOCUMENT NUMBER 6753370; THENCE SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET AS SHOWN ON PLAT OF DEDICATION RECORDED DECEMBER 11, 1979 AS DOCUMENT NUMBER 25276446, A DISTANCE OF 386.24 FEET; THENCE CONTINUING SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, 10.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF NORTH COLUMBUS DRIVE AS SHOWN ON PLAT OF DEDICATION RECORDED JUNE 5, 1972, BY DOCUMENT NUMBER 21925615, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF PLAT OF DEDICATION OF EAST RANDOLPH STREET RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731, A DISTANCE OF 104.006 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 9, 1979, AS DOCUMENT NUMBER 25040737; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, A DISTANCE OF 191.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 2.27 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, 1.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 213.03 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 53 SECONDS WEST, 179.41 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 04 SECONDS WEST, 217.86 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH LINE OF EAST RANDOLPH STREET, 182.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

A TRACT OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10 AND IN THE NORTH 1/2 FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST RANDOLPH STREET AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AS DESCRIBED IN DEED RECORDED MARCH 5, 1920 AS DOCUMENT NUMBER 6753370; THENCE SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET AS SHOWN ON PLAT OF DEDICATION RECORDED DECEMBER 11, 1979, AS DOCUMENT NUMBER 25276446, A DISTANCE OF 386.24 FEET; THENCE CONTINUING SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, 10.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF NORTH COLUMBUS DRIVE AS SHOWN ON PLAT OF DEDICATION RECORDED JUNE 5, 1972 BY DOCUMENT NUMBER 21925615, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF PLAT OF DEDICATION OF EAST RANDOLPH STREET RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731, A DISTANCE OF 104.006 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 9, 1979, AS DOCUMENT NUMBER 25040737; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET, 191.41 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 2.27 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, 1.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 213.03 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 56 MINUTES 53 SECONDS WEST, 179.41 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 04 SECONDS EAST, 43.32 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, 177.73 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS WEST, 29.97 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, 0.81 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS WEST, 13.22 FEET TO THE POINT OF BEGINNING;

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EXCEPTING THEREFROM THAT PART OF SAID PARCEL LYING ABOVE A HORIZONTAL PLANE OF (+) 22.50 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS AS CONTAINED IN THE GROUND LEASE DATED FEBRUARY 1, 2002 BETWEEN CITY OF CHICAGO, ILLINOIS, AND CHICAGO MUSIC AND DANCE THEATER, A MEMORANDUM WHICH WAS RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_, INCLUDING, BUT NOT LIMITED TO COMMON SUPPORT ELEMENTS AS DISCLOSED BY SECTION 2.14(A) FOR THE USE, MAINTENANCE, AND SUPPORT OF THE SOIL RETENTION FACILITIES AS DISCLOSED BY SECTION 2.14 (B) FOR THE FREIGHT ELEVATOR THOSE PORTIONS OF THE MILLENNIUM PROJECT PROPERTY ADJACENT TO AND REASONABLY REQUIRED FOR THE CONSTRUCTION, USE, MAINTENANCE AND SUPPORT OF THE FREIGHT ELEVATOR AS DISCLOSED BY SECTION 2.15 (A); FOR THE RAFT SLAB AND IN THE PORTION OF THE MILLENNIUM PROJECT PROPERTY OCCUPIED BY THE RAFT SLAB FOR ATTACHING, MAINTAINING, REPLACING AND REPAIRING FIXTURES, CORING FOR CONDUIT, ANCHORS FOR WALLS AND OTHER ANCILLARY IMPROVEMENTS RELATED TO THE FACILITY, AS DISCLOSED BY SECTION 2.16; FOR MINOR ENCROACHMENTS BETWEEN THE MILLENNIUM PROJECT PROPERTY AND THE FACILITY SITE AND A SEPARATION EASEMENT AS DISCLOSED BY SECTION 2.17 (A); OVER, UPON AND ACROSS THE SHEER WALL AND IN THE PORTION OF THE MILLENNIUM PROJECT PROPERTY OCCUPIED BY THE SHEER WALL FOR ATTACHING, MAINTAINING, REPLACING AND REPAIRING, THE INSULATION AS DISCLOSED BY SECTION 2.17(B); A TEMPORARY CONSTRUCTION EASEMENT IN AND THROUGH THE MILLENNIUM PROJECT PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND INSTALLING PORTIONS OF THE FACILITY AS DISCLOSED BY SECTION 2.18; AND INGRESS AND EGRESS TO AND FROM THE GARAGE ELEVATOR OR SUCH OTHER REPLACEMENT ELEVATOR OR ACROSS THAT THE CITY IN ITS REASONABLE JUDGEMENT DEEMS NECESSARY OR DESIRABLE IN SUBSTITUTION THEREFOR AND FOR PEDESTRIAN INGRESS AND EGRESS UPON, OVER, THROUGH AND ACROSS THE GARAGE AS MAY BE REASONABLY ANCILLARY TO SUCH GARAGE ELEVATION USE AND FOR THE PURPOSE OF PLACING AND MAINTAINING INFORMATION SIGNAGE FOR THE FACILITY WITHIN THE GARAGE ELEVATOR AND THE GARAGE, AS DISCLOSED BY SECTION 2.20 (B)

PARCEL 4:

NON-EXCLUSIVE EASEMENTS AS CONTAINED IN THE GROUND LEASE DATED FEBRUARY 1, 2002 BETWEEN, THE CITY OF CHICAGO, ILLINOIS, AND CHICAGO MUSIC AND DANCE THEATER, A MEMORANDUM OF WHICH WAS RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_ FOR THE AIR RIGHTS AND THOSE PORTIONS OF THE MILLENNIUM PROJECT PROPERTY ADJACENT TO THE AIR RIGHTS AS SUCH ARE REASONABLY REQUIRED FOR INGRESS AND EGRESS FOR THE INSPECTION, REPLACEMENT, REPAIR AND MAINTENANCE OF THE FACILITY AS REQUIRED OR PERMITTED IN THIS LEASE, AS DISCLOSED BY SECTION 2.4(A).

EASEMENT "A":

NON-EXCLUSIVE EASEMENT FOR STRUCTURAL SUPPORT AS CREATED BY THE GROUND LEASE DATED FEBRUARY 1, 2002 BETWEEN THE CITY OF CHICAGO, ILLINOIS AND CHICAGO MUSIC AND DANCE THEATER, A MEMORANDUM OF WHICH WAS RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_ OVER THE LAND DESCRIBED AS:

A TRACT OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10 AND IN THE NORTH 1/2 FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST RANDOLPH STREET AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AS DESCRIBED IN DEED RECORDED MARCH 5, 1920 AS DOCUMENT NUMBER 6753370; THENCE SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET AS SHOWN ON PLAT OF DEDICATION RECORDED DECEMBER 11, 1979, AS DOCUMENT NUMBER 25276446, A DISTANCE OF 386.24 FEET; THENCE CONTINUING SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE

OF SAID EAST RANDOLPH STREET, 10.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF NORTH COLUMBUS DRIVE AS SHOWN ON PLAT OF DEDICATION RECORDED JUNE 5, 1972 BY DOCUMENT NUMBER 21925615, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF PLAT OF DEDICATION OF EAST RANDOLPH STREET RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731, A DISTANCE OF 104.006 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 9, 1979, AS DOCUMENT NUMBER 25040737; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, A DISTANCE OF 191.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 2.27 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, 1.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 213.03 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS WEST 212.90 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, 1.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS WEST, 2.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG SAID SOUTH LINE OF EAST RANDOLPH STREET, 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT "B":

NON-EXCLUSIVE EASEMENT FOR STRUCTURAL SUPPORT AS CREATED BY THE GROUND LEASE DATED FEBRUARY 1, 2002 BETWEEN THE CITY OF CHICAGO, ILLINOIS AND CHICAGO MUSIC AND DANCE THEATER, A MEMORANDUM OF WHICH WAS RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_ OVER THE LAND DESCRIBED AS:

A TRACT OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10 AND IN THE NORTH 1/2 FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:  
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST RANDOLPH STREET AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY; THENCE SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET AS SHOWN ON PLAT OF DEDICATION RECORDED DECEMBER 11, 1979, AS DOCUMENT NUMBER 25276446, A DISTANCE OF 386.24 FEET; THENCE CONTINUING SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, 10.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF NORTH COLUMBUS DRIVE AS SHOWN ON PLAT OF DEDICATION RECORDED JUNE 5, 1972, BY DOCUMENT NUMBER 21925615, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF PLAT OF DEDICATION OF EAST RANDOLPH STREET RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979 AS DOCUMENT NUMBER 24879731, A DISTANCE OF 104.006 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 9, 1979, AS DOCUMENT NUMBER 25040737; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, A DISTANCE OF 191.41 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 2.27 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, 1.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 213.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 13.35 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, 0.81 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 46 SECONDS EAST, 44.83 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST, 197.43 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 04 SECONDS WEST, 47.91 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 53 SECONDS WEST, 10.00 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 04 SECONDS WEST, 20.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 53 SECONDS EAST, 20.00 FEET; THENCE SOUTH 01 DEGREES 14 MINUTES 04 SECONDS EAST, 52.90 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 23 SECONDS EAST, 177.73 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS WEST,

29.97 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST, 0.81 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 46 SECONDS WEST, 13.22 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF SAID PARCEL LYING ABOVE A HORIZONTAL PLANE OF (+) 28.50 FEET CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

EASEMENT "C":

NON-EXCLUSIVE EASEMENT FOR STRUCTURAL SUPPORT AS CREATED BY THE GROUND LEASE DATED FEBRUARY 1, 2002 BETWEEN THE CITY OF CHICAGO, ILLINOIS AND CHICAGO MUSIC AND DANCE THEATER, A MEMORANDUM OF WHICH WAS RECORDED \_\_\_\_\_ AS DOCUMENT NUMBER \_\_\_\_\_ OVER THE LAND DESCRIBED AS:

A TRACT OF LAND IN THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 10 AND IN THE NORTH 1/2 FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST RANDOLPH STREET AS DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969 AND THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD COMPANY AS DESCRIBED IN DEED RECORDED MARCH 7, 1920 AS DOCUMENT NUMBER 6753370; THENCE SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET AS SHOWN ON PLAT OF DEDICATION RECORDED DECEMBER 11, 1979, AS DOCUMENT NUMBER 25276446, A DISTANCE OF 386.24 FEET; THENCE CONTINUING SOUTH 88 DEGREES 54 MINUTES 54 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, 10.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF NORTH COLUMBUS DRIVE AS SHOWN ON PLAT OF DEDICATION RECORDED JUNE 5, 1972, BY DOCUMENT NUMBER 21925615, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF PLAT OF DEDICATION OF EAST RANDOLPH STREET RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731, A DISTANCE OF 104.006 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED JULY 9, 1979, AS DOCUMENT NUMBER 25040737; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST RANDOLPH STREET, A DISTANCE OF 384.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 14 MINUTES 04 SECONDS EAST, 208.41 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 53 SECONDS EAST, 10.00 FEET; THENCE NORTH 01 DEGREES 14 MINUTES 04 SECONDS WEST, 208.27 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF EAST RANDOLPH STREET PER PLAT OF DEDICATION RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER 24879731; THENCE NORTH 89 DEGREES 16 MINUTES 07 SECONDS WEST, ALONG SAID SOUTH LINE OF EAST RANDOLPH STREET, 10.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax Number: 17-10-500-032-6001 (Pm 188)

Address: 205 E. Randolph, Chicago, IL

The Music and Dance Theater Chicago

THEATER RENTAL AND LICENSE AGREEMENT

Please note: This contract must be signed and deposit paid by \_\_\_\_\_ or The Music and Dance Theater Chicago will be obliged to release the Engagement dates.

AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_ between The Music and Dance Theater Chicago, an Illinois corporation having its office at 203 North LaSalle Street, Mezzanine Level, Chicago, Illinois 60601 ("MADTC") and \_\_\_\_\_, a \_\_\_\_\_ corporation having its offices at \_\_\_\_\_ ("Company"). In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**1 ENGAGEMENT AND PREMISES**

1.1 MADTC hereby licenses to Company the use of the auditorium, stage and orchestra pit of the mainstage of MADTC, located at 205 East Randolph, Chicago, Illinois 60601, together with the dressing rooms, scene dock, corridors, lounge, lobbies and vestibules (collectively the "premises") on the following dates, for the following performance schedule, and for the following purposes only:

- 1) Rental Dates and Times: \_\_\_\_\_
- 2) Number of Usage Days: \_\_\_\_\_
- 3) Performance Schedule: \_\_\_\_\_
- 4) Capacity: (select one) \_\_\_\_\_
- 5) Box Office opening date: \_\_\_\_\_
- 6) This engagement is for the performance of:  
\_\_\_\_\_

1.2 No other use of the premises shall be permitted, including the substitution of the originally scheduled performance without the express prior written consent of MADTC.

1.3 The performances at the dates and times herein specified are hereinafter referred to as the "Engagement".

1.4 MADTC reserves the right to permit rehearsals of other productions and to permit other attractions in the premises during the Engagement, provided that such rehearsals or other attractions do not interfere, in the opinion of Company, with Company's use of the premises,



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Company's permission not to be unreasonably withheld.

- 2 MADTC'S OBLIGATIONS - In addition to the premises, subject to Article 5 below, MADTC shall provide the following:
  - 2.1 Electricity, proper light and normal cleaning of the premises and such heating or air conditioning as MADTC deems necessary for the comfortable and safe occupancy of the premises, house and backstage supplies customarily supplied by theater such as toilet tissue, soap, light bulbs and dressing room fixtures.
  - 2.2 Services of the theater box office ("Box Office"), which shall open according to the following schedule:
    - 1) From \_\_\_\_\_ until \_\_\_\_\_ on \_\_\_\_\_ through \_\_\_\_\_ during the period between the Box Office opening date set forth in Section 1.1 (e) above and Company's first performance of the Engagement and on days during the Engagement when no performance are given MADTC reserves the right to sell only tickets for the current Engagement during the half hour before each performance.
    - 2) On days during the Engagement when there is only an afternoon performance, the Box Office shall be open from 12:00 Noon until final curtain.
    - 3) On days during the Engagement in which there is only an evening performance, or an afternoon and an evening performance, the Box Office shall be open from \_\_\_\_\_ until the opening curtain of such evening performance.
  - 2.3 Telephone engagement information, Company's own subscription, mail order or group sales fulfillment is provided with the following stipulations:
    - 1) Company must notify MADTC at the time of contract negotiation of its desire to offer its own subscription or mail order campaign.
    - 2) MADTC's pre-approval is required 8 weeks prior to beginning of Company's campaign as to nature of offering(s), coupons and deadlines in order that MADTC can properly fulfill orders and generate reports of said campaign(s).
    - 3) For Company's own offering(s) of MADTC performances, the appearance of MADTC's name and logo must meet the prescribed guidelines as listed below in Sections 8.2 and 8.3.
    - 4) There will be a charge to Company of \_\_\_\_\_ dollars per single sale mail order and \_\_\_\_\_ dollars per Company subscription order. Company may elect to make this a handling charge payable by the customer. MADTC reserves the right to charge Company additional processing fees to handle fulfillment of Company's own subscription.
    - 5) Company agrees to reimburse MADTC for any costs in implementing and executing the campaign(s) in the event that the aforementioned stipulations are not met (Section 2.3 (b - d))

and/or additional services are required.

6) MADTC will provide telephone callers with general information about the engagement including, but not limited to, show times, ticket prices, plot summary, directions to MADTC, the location of MADTC, seats, and similar information. Under no circumstances shall MADTC be responsible for the content of any information supplied by Company and disseminated by MADTC.

- 2.4 Lighting equipment, sound equipment, and soft goods enumerated in Appendix I, including lamps.
- 2.5 House Manager, Box Office personnel, ushers, ticket takers, porters, cleaners, security and engineering personnel in such number as MADTC deems necessary and according to applicable agreements for the premises and the Engagement.
- 2.6 During the Engagement, the premises shall be available for performances Tuesday through Sunday between the hours of 6:00 PM and 11:00 PM for evening performances, and between 1:00 PM and 6:00 PM for afternoon performances. Unless otherwise agreed to by MADTC in writing, a performance may not exceed \_\_\_ hours including intermission and the number of performances in any week may not exceed eight (8). The foregoing \_\_\_ hour period starts with the announced curtain time and ends with the final curtain after all curtain calls and completion of any front of curtain activities. In addition, the premises shall be available to Company from 8:00 AM to 11:00 PM each day of the Engagement for load-in, load-out, set-ups, technical or work light rehearsals.
- 2.7 Company hereby retains and engages MADTC to be its exclusive agent for the sale, return and/or exchange of all tickets ordered by mail, fax or telephone to the engagement at the premises. Company agrees that it will not sell, issue or distribute tickets to the Engagement through any other telephone or ticket sales and/or electronic or computerized ticket distribution service or system. Company covenants and agrees that all tickets made available for public sale through the box office or otherwise shall be available through MADTC's phone charge service. \_\_\_\_\_ will be available for credit card ticket sales via telephone only during days on which tickets are also for sale at the Box Office. \_\_\_\_\_ will also function as the general phone information service.

### 3 COMPANY'S OBLIGATIONS

- 3.1 Selection of Company's program and all artistic elements thereof shall be at Company's discretion. In order for MADTC production and ticket services staffs to plan and prepare for the Engagement, Company shall submit a schedule of and descriptive information on its performance repertory to MADTC at least two (2) months prior to the Engagement. Company agrees to present its performances at the dates and times above listed or as agreed to by both parties and to provide at its expense such performers, dressers, and musicians as may be required by Company and such artistic, performing, supervisory, production, technical, rehearsal and management personnel as Company deems necessary. In addition,

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Company shall provide at its expense all elements necessary for the presentation of Company's performances including but not limited to costumes, scenery, lighting and sound equipment, if needed, lighting gels, musical scores and taped music. Company, at its expense, shall be responsible for delivery and pickup of all such effects to and from the theater.

- 3.2 Company shall be responsible for the payment of all salaries for its personnel and all stagehands including MADTC's stagehands, and also including but not limited to performers, managers and production personnel for the Engagement, and any social security, withholding and other employee taxes and worker's compensation, unemployment and disability insurance, or such other insurance or employee benefits required by law or applicable agreements. Company shall also be responsible for payment of any or all royalties payable in connection with its performances, including without limitation, royalties or fees to performing rights societies, composers, set, scenic, lighting, costume, and sound designers.
- 3.3 With respect to stage personnel and technical requirements, a production meeting with Company will be held on or before \_\_\_\_\_ at which Company shall provide MADTC a detailed production schedule of all technical, rehearsal and performance activities during Engagement and a lighting plot and line schedule conforming to U.S. standards drawn to 1/2" scale indicating the manner all such stage equipment should be used.
- 3.4 Company agrees to permit representatives of MADTC to attend dress rehearsals and to allow selected patrons of MADTC to attend dress rehearsals on date(s) to be mutually agreed upon. MADTC agrees to provide and pay for appropriate front-of-house staff, provided the selection of patrons to attend said rehearsals is under the exclusive control of MADTC only. If the selection of patrons is mutually coordinated by MADTC and Company, it is agreed that the cost of appropriate front-of-house staff shall be divided equally and paid by both parties.

## 4 SPECIAL ACCESS PROGRAMS

- 4.1 Access by wheelchair is available to certain levels of MADTC. Company will cooperate by a) withholding the specified seating areas from general sale for use by physically challenged patrons, and by b) including notification of access in all public advertising as directed by the MADTC Management Office. See Section 6.6 for specific locations.

## 5 DEPOSITS, FEES AND BOX OFFICE RECEIPTS

- 5.1 a) Upon signing this agreement, Company must make a non-refundable deposit of \_\_\_\_\_ dollars.
- b) Company shall deliver to MADTC an additional deposit of \_\_\_\_\_ dollars to be paid by \_\_\_\_\_. Both deposits shall be held subject to this Article 5.

c) Following the production meeting referred to in Section 3.3 above, MADTC reserves the right to require an additional deposit, which shall include up to the full amount of payment obligations as per Section 5.3 below. Within three (3) business days following such notification, Company shall deliver to MADTC a certified check for the required additional deposit.

d) Subject to MADTC's right to withhold amounts from the final settlement as provided for in Section 5.3 below and provided Company has complied with all the terms and conditions of this Agreement and shall not be in default thereunder, at the end of the Engagement the sum then on deposit shall be credited to Company without interest.

e) In the event that Company cancels any days of engagement, Company shall pay to MADTC on demand the sum of \_\_\_\_\_ Dollars for each such cancelled day as and for an agreed upon cancellation fee, and such sums shall not be deemed a penalty. In the event, however, MADTC secures a substitute booking, said cancellation fee shall be adjusted for such amount as in MADTC discretion is appropriate. In addition, Company shall reimburse MADTC for any expenses incurred on behalf of Company and/or as a result of cancellation. All deposits paid by Company to MADTC in accordance with Sections 5.1 (a - d) of this Agreement shall be treated as a credit towards the payment of the aforementioned cancellation fee, provided no additional costs have been incurred by MADTC on behalf of Company.

5.2

1) Adjusted Gross Box Office receipts (and Subscription receipts, if applicable) shall be deemed to mean proceeds actually received from the sale of tickets, whether at face value or discounted, less all credit card charges, taxes on admission, if any, and any other charges imposed by ticket sales outlets authorized by MADTC. The receipts of each performance shall be determined according to MADTC's Box Office Statement of sales and shall be audited by the count of ticket stubs. Company shall designate a representative to review and assist in verifying nightly Box Office Statement.

2) All Box Office receipts shall be deposited by MADTC's Treasurer in a segregated bank account for Box Office receipts. Receipts from the sale of tickets for each performance will become Company's property only upon completion of each day/week of performances. Settlement of said receipts shall occur two business days following each day/week of performances. A week is defined as Monday through Sunday.

5.3 MADTC shall be entitled to deduct and retain from the Adjusted Gross Box Office receipts, Subscription receipts, and deposits, on the settlement, the following charges:

1) As usage, for each day/week or portion thereof that the premise is used, the sum of \_\_\_\_\_ Dollars; and

2) A usage charge of \_\_\_\_\_ Dollars for any day/week or pro rata portion thereof during the Engagement during which no performances are given and all front-of-house

personnel and stagehand labor costs incurred during this non-performance day/week or portion thereof; and

- 3) A charge per day/week for front-of-house personnel for the Engagement, as enumerated in Section 2.5 above, which sum includes employee taxes and benefits as required by law or applicable agreements. Upon finalization of performance schedule, a specific quotation of front-of-house charges will be issued; and
  - 4) All stage hand labor costs for the Engagement, including, but not limited to, wages, social security, withholding and other employee taxes, worker's compensation, unemployment and disability insurance, or such other insurance or employee benefits as required by law or applicable agreements; and
  - 5) Charges for overtime costs for personnel supplied by MADTC to the extent such overtime services are requested or caused by Company, including but not limited to Ticket Services, Box Office, and Box Office expenses if Company's ticket campaign has not been approved by MADTC, and any other personnel costs, in the discretion of MADTC required for the Engagement; and
  - 6) Charges for additional Security and Traffic Control provided by MADTC as MADTC deems necessary for the Engagement; and
  - 7) the cost of printing tickets for the Engagement (\_\_\_ per ticket printed); and
  - 8) All postage costs for mailing tickets, including return-receipt requested certified mail for group sales; and
  - 9) MADTC group sales commissions.
  - 10) MADTC shall have the right, on the final settlement of the Engagement, to withhold up to \_\_\_\_\_ Dollars from sums owing to Company. Two (2) weeks from the date of such final settlement, \_\_\_\_\_ held by MADTC shall be returned to Company, all without interest, provided Company has complied with all the terms and conditions of this Agreement and shall not be in default hereunder. If MADTC in its good faith judgement expects a retroactive wage increase, MADTC shall be entitled to retain an additional amount beyond the period stipulated above to cover such retroactive wage increase.
- 5.4 In the event that Adjusted Gross day/week Box Office receipts and Subscription receipts and applicable Deposits do not equal or exceed the amount due to MADTC each day/week as reflected on the daily/weekly settlement statement, Company shall pay to MADTC on each settlement day the difference between Adjusted Gross Box Office receipts and the amount due to MADTC.
- 5.5 In the event of any customer disputes regarding tickets ordered or sold through either \_\_\_\_\_ or the Box Office or subscriptions, MADTC shall make every reasonable effort to

compromise or settle such disputes. MADTC may credit any such customer's account for any amount in dispute, if, in the reasonable opinion of MADTC, it is necessary to settle any such dispute. Company agrees and hereby authorizes MADTC to deduct any amount so credited from payments due to Company pursuant hereto. MADTC shall provide Company with appropriate documentation of any and all such action.

- 5.6 In addition to above, Company shall be responsible for any retroactive wage adjustment for personnel utilized during the Engagement, the initial cost for which were Company's responsibility under above Section 5.3 (c) or (d) above.

## 6 TICKETS

- 6.1 Company agrees that it will not advertise or cause others to advertise tickets or subscriptions for the Engagement hereunder as being, or to be, for sale at any place other than through the Box Office or \_\_\_\_\_. Subscription and Group sales fulfillment shall be provided solely through MADTC. Group Sales proceeds shall be accountable on Box Office Statements for applicable performances. Tickets for all performances shall be priced and scaled by mutual agreement of the parties. Company shall have the right to allow discounted tickets for all performance, subject, however, to approval of MADTC whose decision with respect to Box Office discount or Subscriptions policies shall be final. Company hereby approves the use of Visa, MasterCard and American Express credit cards. \_\_\_\_\_ shall be the only authorized phone charge system. MADTC reserves the right to discontinue the use of any of the foregoing card companies in the event MADTC determines that such programs cannot properly service the ticket needs of MADTC or Company for sale of Company's tickets. Acceptance of checks for the purchase of tickets shall be subject to the discretion of MADTC's Treasurer. Any checks or money orders to be accepted in payment for tickets or Subscriptions shall be made payable to MADTC Box Office or MADTC Subscriptions. Company hereby assumes full responsibility for any checks returned for insufficient funds, for unauthorized use of credit cards including the inability of any credit card company to pay for tickets ordered through or by such credit card companies.

- 6.2 \_\_\_\_\_ will charge and collect from all purchasers of tickets through \_\_\_\_\_ which are ordered by telephone for the Engagement a service charge on each ticket of \_\_\_\_\_ over and above the ticket price of the Engagement. Such service charge will be retained by MADTC, and Company hereby authorizes such service to be added to the ticket price of all tickets ordered through \_\_\_\_\_ for the Engagement. Such service charge will not be deducted from any money owed to MADTC by Company except in the event of cancellation (See Article 7 below).

- 6.3 MADTC and Company reserve the right to use for their own purposes all names and addresses of individuals and/or groups who purchase or inquire about tickets.

- 6.4 MADTC and Company reserve the right to purchase at face value house seats for any performance during the Engagement upon presentation of any order therefor, signed by a duly authorized representative of MADTC or Company, setting forth the number of seats

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desired to the MADTC Box Office no later than 6:00 PM of the day prior to the day of any such performance. MADTC reserve the right to use, without charge \_\_\_\_\_ seats for each performance, including opening night. The following seats, and such other seats as may be agreed upon, shall be reserved for the filling of house seat and complimentary seat orders issued by MADTC for all performances including the opening night performance:

Orchestra:

Parterre:

Balcony:

- 6.5 The issuance of additional complimentary tickets shall be at the discretion of the Company.
- 6.6 The following seat locations are reserved for wheel chair patrons and shall be assigned at the discretion of MADTC's Box Office Treasurer:

Orchestra

Parterre:

Balcony:

- 6.7 Admission to all performances during the Engagement shall be solely by way of tickets furnished or approved by MADTC. All events must be ticketed events, whether reserved or general admission. The theater must not exceed its capacity of \_\_\_\_\_ seats at any time.
- 7 TICKET REFUNDS - Should Company fail to perform or hold any scheduled or announced performance, whether by reason of the fact that MADTC has terminated this Agreement or otherwise, MADTC shall be authorized to make immediate restitution from the Gross Box Office receipts to all persons who present to MADTC for refund any tickets purchased to any such performance not performed or held to the extent of the price printed or discounted, as so indicated, on the ticket or tickets presented plus the cost of any handling charge imposed by MADTC. Except where this Agreement has been terminated pursuant to Section 15.2 below, Company shall reimburse MADTC for all amounts which MADTC shall pay for such refunds in excess of funds theretofore collected and held by MADTC for engagement, including, but not limited to, service handling charges reimbursed to customer, in connection with the sale of tickets to any such performance not so performed or held.

8 ADVERTISING

- 8.1 All advertising of the Engagement with the exception of MADTC seasonal and institutional advertising shall be under the control of Company, provided, however, MADTC shall have the right to correct advertising information pertaining to MADTC Ticket Services or to the Theater. Company advertising pertaining to performances at MADTC shall be forwarded by Company to the General Manager at least one week prior to the printing of any materials.

- 8.2 Company will promote and advertise in the customary manner all attractions and events and the availability of tickets through \_\_\_\_\_, it being understood that MADTC does not undertake and is under no obligation to advertise, promote or otherwise encourage the sales of tickets through \_\_\_\_\_. In all advertising or other promotional material which Company creates, causes to be produced or controls, it shall include the \_\_\_\_\_ logo-type and telephone number in accordance with art work provided by \_\_\_\_\_.
- 8.3 MADTC's logo shall appear in all communications concerning Company's engagement at MADTC, including but not limited to paid media, posters, heralds and flyers. Company must submit copies of proposed advertising materials to MADTC for its review prior to printing. For the purpose of this Engagement the MADTC logo shall appear as indicated in Appendix II. However, MADTC reserves the right to change said logo design. In ad spaces one column inch or less MADTC's logo shall only consist of the words "Music and Dance Theater Chicago" in the same type face as complete logo. In ad spaces one column inch or larger MADTC's logo shall appear in complete format.
- 8.4 The parties agree that MADTC shall be acknowledged on Company's title page of the House Program as follows:
- 8.5 MADTC seasonal and institutional advertising shall be under the control of MADTC. No literature, posters, cards, banners, circulars, flags or other promotional material or decoration shall be posted in or about the premises without the express consent of MADTC, which shall not be unreasonably withheld.
- 8.6 MADTC reserves the right to promote within its own facility any upcoming MADTC artists/performances, provided such promotion does not cause additional costs to Company. This shall include, but not to be limited to, rack space, facade display cases, banners, and lobby video screens (during ½ hour and intermissions). Company must notify MADTC six (6) weeks before Engagement of Company's desire to utilize lobby monitors during Engagement for its own purposes.

9 CONCESSIONS

- 9.1 MADTC shall have the exclusive right to operate or contract with concessionaires for the operation of checkrooms or checking facilities and for the sale of consumables, librettos, music recordings and MADTC souvenir items, and all revenue therefrom shall belong to MADTC. Company shall have the right to sell for its own account boutique type items provided that arrangements are made with made at least two (2) weeks prior to Engagement. It is understood that souvenir books may be sold but may not contain advertising unless agreement is made in writing with MADTC and House Program. Boutique items shall be sold at times and locations approved by MADTC.
- 9.2 Company acknowledges that MADTC has an existing contract with \_\_\_\_\_, which, among other things, grants to \_\_\_\_\_ the right to distribute programs in the premises and change the content and format from time to time. Company acknowledges that \_\_\_\_\_ cover is to contain MADTC's logo, as indicated in Appendix II. MADTC is entitled to



\_\_\_\_\_ pages in \_\_\_\_\_, said pages under direct control of MADTC. Company is to contact \_\_\_\_\_ directly with regard to its allocated pages and to supply \_\_\_\_\_ with Company's program content. It is understood that no commercial logos or advertising shall be included as part of Company's pages without written consent of MADTC and \_\_\_\_\_.

9.3 Company acknowledges that, by contract, \_\_\_\_\_ can decline service to engagements of less than \_\_\_\_\_ in length, at \_\_\_\_\_ discretion.

9.4 MADTC may insert MADTC's flyers, pamphlets or other materials into \_\_\_\_\_ with the consent of Company, which consent shall not be unreasonably withheld.

10 BROADCASTING, RECORDING AND PHOTOGRAPHS - Neither party hereto shall or permit others to broadcast, telecast, or reproduce any performance or parts thereof, nor take or permit others to take photographs without the prior written consent of the other party. It is understood that both parties to the Agreement consent to normal press calls provided that all such press calls shall conform to existing rules and all parties concerned must receive at least 24 hours notice in writing.

11 COMPANY'S WARRANTIES, COVENANTS AND INDEMNITY

11.1 Tax Exempt Status: Company represents and warrants that it is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 and that it will maintain such tax-exempt status throughout the term of this agreement. A copy of Company's not-for-profit-status is attached as Appendix III.

11.2 Company warrants and represents that it has the power and authority to enter into this Agreement, grant the rights herein granted and to present the performances.

11.3 Company acknowledges that Company, as of the signing of this Agreement, is familiar with all collective bargaining agreements between MADTC and the various unions (a list of which appears in Appendix IV) whose members render services to MADTC. Company agrees that it will not perform any act or do anything contrary or inconsistent with any of the terms or provisions of said collective bargaining agreements in effect during Engagement. Copies of Agreements with said unions will be available in MADTC's office for inspection by Company.

11.4 Company hereby represents and warrants that the presentation will not be obscene, defamatory, violate any copyright or infringe upon the literary or any other rights of any person, firm or corporation, including but not limited to, the right of privacy. Company also represents and warrants that the presentation will not violate any governmental law, ordinance or regulatory act, and that it has obtained all necessary licenses, permissions and clearances to present the Engagement.

11.5 Company hereby agrees to indemnify and hold harmless MADTC, its agents and employees

from and against any and all claims, demands, damages, judgements, or liabilities of any nature whatsoever not limited to those resulting from or arising out of (a) the unauthorized use of any idea, creation, literary, musical or artistic material or intellectual property in connection with any performances given hereunder, (b) any act done or words spoken by Company, its agents or employees during any such performance (c) any damage done to the premises, or any part thereof, caused by the act or omission either of Company or any agent or employees of Company, (d) the breach by Company of any term of this Agreement, (e) any breach or alleged breach of any warranties made by Company or (f) any and all claims, damages, losses or expenses of every kind and nature, including reasonable attorney's fees, which directly or indirectly arise out of any action or inaction by Company, including the misfeasance, malfeasance, non-feasance or negligence of any of its employees or agents.

The foregoing indemnification provision shall remain in full force and effect notwithstanding the termination or expiration of the Engagement period.

**12 MADTC'S WARRANTIES, COVENANTS AND INDEMNITY**

- 12.1 MADTC warrants and represents that it has the power and authority to enter into this Agreement and grant the rights herein granted.
- 12.2 MADTC agrees to indemnify Company from any suits, damages, costs and expenses (including reasonable attorney's fees) suffered or incurred by reason of a breach by MADTC of any of MADTC's obligations, representations and warranties contained in this Agreement.

**13 USE OF PREMISES AND EQUIPMENT**

- 13.1 Company agrees not to alter, repair, add to, deface, improve, or change the premises in any manner whatsoever, without the prior written consent of MADTC. The premises shall be maintained and vacated, as and when required, in as good condition as it is upon entry of Company therein, reasonable wear and tear excepted. Notwithstanding the foregoing, in the event Company makes any improvement, alterations or changes in the conditions of the premises, Company shall, upon termination of the Engagement, restore the premises to the same condition as it was prior to such changes having been made if MADTC so requests.
- 13.2 Company agrees that any equipment Company brings into the premises shall be at Company's costs and expense. At least two (2) weeks prior to the beginning of the Engagement, Company shall present to MADTC a written plan and schedule of all electrical equipment Company intends to bring into the premises. The bringing of such equipment shall be subject to MADTC's approval, which shall not be unreasonably withheld. All such equipment, together with all props, scenery and other items of personalty brought into the premises by Company must comply and conform to all rules and regulations, ordinances and statutes of the City and State of Illinois and must be fireproofed according to the requirements of law, including, but not limited to, submission of flameproofing certificate(s). All equipment supplied by MADTC must be restored to its original condition by Company at its expense at the conclusion of the Engagement, reasonable wear and tear excepted.

Company shall at its own cost and expense, promptly remove any violation placed against any of its equipment, installations, theatrical property, or special effects utilized, located or maintained in the premises.

- 13.3 Company agrees to move out its own equipment, props, scenery and furnishings prior to the termination of this Agreement or at such later time as agreed to by MADTC in writing.
- 13.4 MADTC, its representatives and employees shall at all times have free access to the premises in the performance of their assigned duties.
- 13.5 Company will keep no animals in or upon the premises without first having received written permission from MADTC.

14 INSURANCE

- 14.1 During the Engagement, Company shall carry and pay for Public Liability (Bodily Injury and Property Damage) Insurance with a limit of not less than Five Million (\$5,000,000) Dollars per occurrence and a general aggregate of Five Million (\$5,000,000) Dollars, naming MADTC as Additional Insured against all losses and claims for personal injuries, and Fire and Theft Insurance for full replacement value of all scenery, costumes, electrical and sound equipment, literary and musical material, and all other properties and materials owned, rented or brought into the premises by Company, which Fire and Theft Insurance policy or policies shall include a Waiver of Subrogation against MADTC. All such insurance shall be in such form and shall be taken in such amounts and with such companies as MADTC shall approve. Policies or certificates therefore (including proof of payment) shall be delivered to and held by MADTC at least two weeks prior to Engagement. Company shall also carry Workers Compensation Insurance for all persons employed by Company for the Engagement.

NOTE: Company shall bear all risk of loss or damage for any property, including those enumerated above, it brings into premises.

- 14.2 The obtaining of insurance or the furnishings of evidence of insurance as provided herein shall not in any way relieve Company from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Agreement, regardless of the coverage mentioned in such insurance or the terms of the policy or policies involved.
- 14.3 MADTC warrants that it shall carry and pay for theater and employer insurance as required by City, State and Federal law.

15 BREACH OF AGREEMENT, DESTRUCTION OF PREMISES

- 15.1 Except as provided for in Section 15.3 below, if Company shall fail to observe any term, condition or covenant of this Agreement or shall fail to hold any performance scheduled to be performed hereunder, or if Company shall fail to pay any sum required to be paid when the same shall be due, MADTC shall have the right, at its option, to terminate this Agreement either in its entirety or with respect to the performance or performances affected,

without any liability of MADTC to Company, and without any advance notice to Company, to turn off the lights and heat or air conditioning in the building and dismiss the audience occupying the premises.

- 15.2 Except as provided for in Section 15.3 below, if MADTC shall fail to pay any sum when due under this Agreement or otherwise is in breach of a substantial provision of this Agreement, Company may terminate this Agreement either in its entirety or with respect to any performance to which such breach occurred.
- 15.3 If the premises are destroyed, damaged or otherwise rendered unfit for occupancy or if any performance is prevented, interrupted or interfered with by public authorities, fire, national or local calamity or emergency, Act of God, civil tumult, strikes or labor disputes involving either party's employees or other causes outside either party's control either party may terminate this Agreement with respect to such performance without liability of either party to the other.
- 15.4 The MADTC Box Office and \_\_\_\_\_ operate with computerized ticket processing. In the event of a ticket processing malfunction resulting from equipment or software failure or other error, MADTC shall use all reasonable efforts to continue to sell tickets through alternate box office means and to deliver to Company the daily and other box office reports to be provided to Company by MADTC. All costs of MADTC with respect to providing such alternate services in the event of equipment or software failure or malfunction, including any overtime costs of MADTC personnel, shall be borne exclusively by MADTC. MADTC, however cannot be liable for any consequential damages claimed to have been suffered by Company or claims for loss of opportunity to sell tickets to company's performances.
- 16 DISTINCT REMEDIES - All the rights and remedies of both parties herein shall be deemed to be distinct, separate and cumulative nor shall any mention or reference to any one or more of them be deemed an exclusion of or waiver of any of the others or of any rights or remedies which either might have, whether by present or future law and both parties shall have to the fullest extent permitted by the law the right to enforce any rights or remedies separately. No failure on the part of either party to enforce the provisions herein contained nor any waiver of any right hereunder by both parties, unless in writing, shall discharge or invalidate such provision or affect the right of either party to subsequently enforce same.
- 17 MISCELLANEOUS
- 17.1 No act of the parties hereto shall be construed as creating or establishing a partnership, joint venture, or association of any type between MADTC and Company and neither party shall be authorized to commit or obligate the other party without such other party's prior written consent.
- 17.2 Company shall make no assignment of this Agreement or any of its rights hereunder except with the written consent of MADTC; nor shall Company suffer or permit the premises, or any part thereof, to be occupied or used by others without such written consent.

- 17.3 All notices required or permitted to be given hereunder to MADTC or Company shall be in writing and shall be given personally or by mail, postage prepaid, at the address of such party set forth in this Agreement or at such other address as such party shall designate to the other in writing.
- 17.4 This Agreement shall be governed in all respects by the laws of the State of Illinois.
- 17.5 This Agreement contains the entire understanding of MADTC and Company relating to the subject matter hereof, and may not be altered, amended, modified or otherwise changed, nor may any of the terms hereof be waived, except by an instrument in writing signed by MADTC and Company.
- 17.6 Any and all differences, disputes or controversies arising out of or in connection with this Agreement shall be settled by arbitration before a single arbitrator in the City of Chicago in accordance with the rules then obtaining of the American Arbitration Association and judgement upon the award rendered may be entered in any Court having jurisdiction thereof.
- 17.7 The head notes and capitalization are for convenience only and are not intended in any way to define or limit the meaning of any paragraph of this Agreement.
- 17.8 After Company has signed, this Agreement shall not be binding until duly executed by MADTC.
- 17.9 IN WITNESS WHEREOF, the parties have each executed this Agreement and all Appendices and Addenda on the day and year inserted below.

MUSIC AND DANCE THEATER CHICAGO

By: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_  
(must be officer, partner or owner)

Date of execution: \_\_\_\_\_

COMPANY

By: \_\_\_\_\_

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Print Name and Title: \_\_\_\_\_  
(must be officer, partner or owner)

Date of execution: \_\_\_\_\_

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