

LICENSE AGREEMENT
(General Usage)

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of this 10th day of April, 2012 (the "Effective Date") between the **Board of Education of the City of Chicago**, a body politic and corporate ("Licensor") and **Black Ensemble Theater**, an Illinois not-for-profit corporation ("Licensee").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee the right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy Parking lot (the "**Premises**"), which is located at the **Stockton Elementary School** (the "**School**"), located at 4420 N. Beacon Street, Chicago, Illinois 60640 for the sole purpose of providing parking for Patrons (the "**Use**") and only during the time periods expressed herein.
2. Limitation on License. Licensee hereby acknowledges and agrees that the license granted hereunder is subject to certain limitations and restrictions, namely:
 - A. Licensee shall have the right to utilize the Premises only on the following days and times: Tuesdays through Fridays between 6:00 p.m. and 11:00 p.m.; and Saturdays and Sundays between 1:00 p.m. and 11:00 p.m.
 - B. Ingress and egress to the parking lot is from Dove Street.
 - C. Licensee acknowledges that the primary function of the Premises is in connection with the operation of the School and that Licensee's license hereunder is, and shall at all times remain throughout the Term (as hereinafter defined), subordinate to and ancillary to School operations; and in accordance therewith, Licensee hereby agrees that: (i) Licensee shall conduct its operations in the Premises in a manner that will not interfere with, interrupt, or disturb or disrupt in any manner the operation of the School; (ii) Licensee's Use shall not be exclusive and Licensor shall have the right to use the Premises for its own purposes, which purposes shall, at all times, remain paramount to Licensee's right hereunder; and (iii) without any reduction in the License Fee, upon not less than twenty-four (24) hours notice from the Licensor to the Licensee, the Licensor shall have the right to use the Premises for special functions, including, but not limited to, graduation, report card pickup day and parent/teacher conferences.
3. Term of License. The term of this Agreement shall be from **April 10, 2012 to April 8, 2015** (the "**Term**"). Notwithstanding the foregoing, either party may terminate this Agreement, at any time, with or without cause, by providing **30** days prior written notice to the other party.
4. License Fee. Licensee shall pay, directly to the School, an annual license fee of Nine Thousand Dollars and No Cents (**\$9,000.00**), payable in advance, in monthly payments of Seven Hundred Fifty Dollars and No Cents (**\$750.00**) (the "**Monthly Fee**"). The Monthly Fee shall be due on the first day of each Month.

5. Costs and Expenses. Any and all costs, expenses or fees arising out of or relating to the granting of this License or the Use shall be borne by Licensee, including, without limitation, permit or approval fees, and insurance premiums. To the extent Licensor is obligated to pay any of the preceding costs, expenses or fees, Licensee shall reimburse Licensor within five (5) days after receipt of written notice from Licensor regarding the same.
6. Compliance with Laws. Licensee shall, at all times during the Term, and any renewal thereof, comply (and shall cause its invitees, employees and agents, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Licensee's Use. In conjunction therewith, Licensee shall obtain, at its sole cost and expense, all zoning and other approvals and permits necessary to use the Premises for the Use stated herein.
7. Maintenance.
 - A. Licensee shall be responsible for normal maintenance of the Premises during the Use.
 - B. Licensee shall repair any damage to the Premises caused by Licensee, or by its members, invitees, employees or agents.
 - C. Licensee shall, at all times during the Use, at Licensee's sole cost and expense, keep the Premises free of all debris, bottles and trash.
 - D. Licensee shall be responsible for all snow removal from the Premises during the Licensee's Use. If Licensee fails to so remove snow or requests Licensor to so remove the snow, Licensee shall reimburse the Licensor, on demand, the actual cost of the plowing.
8. Alterations and Modifications. Licensee shall not alter, modify, improve or otherwise change the Premises, except as otherwise permitted or required under this Agreement.
9. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties claiming by, through or under any of the preceding, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with: (i) the possession, occupancy or Use of the Premises by Licensee, or its invitees, employees, agents, affiliates or other representatives; (ii) any act or omission to act (whether negligent, willful, wrongful or otherwise) by Licensee, or its invitees, employees, agents, affiliates or other representatives; (iii) a violation of any laws, statutes, codes, ordinances or regulations by Licensee, or its invitees, employees, agents, affiliates or other representatives; and/or (iv) any breach, default, violation or nonperformance by Licensee of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation shall survive the termination of this Agreement.
10. Waiver of Claims. To the fullest extent permitted by law, Licensee hereby releases Licensor, the School and the Local School Council that is affiliated with the School, and their respective board members, officers, directors, employees, agents, affiliates, and representatives, and all other parties

17. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other addresses as either party may subsequently designate):

If to Licensor: Board of Education of the City of Chicago
Facilities Operations
125 South Clark Street, 17th Floor
Chicago, Illinois 60603
Attn: Director of Facilities Operations

with a copy to: Board of Education of the City of Chicago
Law Department
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Attn: General Counsel

If to Licensee: Black Ensemble Theater
4450 N. Clark Street
Chicago Illinois 60640
Attn: Jackie Taylor
(773) 745-3911
www.blackensemble.org

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

18. 105 ILCS 5/34 Provisions.

A. This Agreement is not legally binding on the Licensor if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one-year period following expiration or other termination of their terms of office.

B. Each party to this Agreement hereby acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

19. Board of Education Indebtedness Policy. The Board of Education Indebtedness Policy (96-0626-PO3), adopted July 26, 1996, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

20. Board of Education Ethics Code. The Board of Education Ethics Code (04-0623-PO4), adopted June 23, 2004, as amended from time to time, is hereby incorporated into and made part of this Agreement as if fully set forth herein.

21. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

22. Entire Agreement. This Agreement represents the entire agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both Licensor and Licensee.

23. Severability. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

24. Exhibits. Any exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.

25. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSOR:

**BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: 

Name: Patricia L. Taylor
Title: Chief Operating Officer

LICENSEE:

BLACK ENSEMBLE THEATER

By: 

Name: JACIE TAYLOR
Title: PRESIDENT AND CEO