



CHICAGO CHILDREN'S THEATRE  
School Residency Terms & Conditions

School Residency: \_\_\_\_\_

Date: \_\_\_\_\_

1. Both parties agree that the terms and conditions set forth herein are subject to any and all delays and/or cancellations caused as a result of strikes, acts of God, fire, and other causes beyond the control of the School Residency or CCT.
2. This Agreement cannot be modified or altered in any way except in a writing signed by both parties.
3. None of the terms and conditions contained herein shall be construed to create an obligation of any officer, director, trustee or employee of CCT.
4. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.
5. Any dispute arising out of, in connection with or in relations to this Agreement or the making or validity thereof and its interpretations or any breach thereof shall be determined and settled by arbitration in Chicago, Illinois by a sole arbitrator pursuant to the rules and regulations then pertaining to the to the American Arbitration Association, and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction.
6. The School Residency at its own expense, shall procure and maintain insurance covering all operations under the Agreement, whether performed by CCT or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. The School Residency shall submit to CCT satisfactory evidence of insurance coverage prior to commencement of operations under the Agreement and upon request, shall promptly provide a certified copy of any applicable policy of insurance. Minimum insurance requirements include the coverage set forth below:
  - A. Commercial General Liability Insurance: Commercial General Liability Insurance or equivalent with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate, combined single limit for bodily injury, personal injury and property damage. Policy shall not exclude sexual abuse/molestation coverage. The Chicago Children's Theatre shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from services.
7. School Residency hereby indemnifies and agrees to hold CCT harmless against any and all claims, liabilities, damages and expense (including the expense of litigation and reasonable attorney fees) asserted against or incurred by CCT in

whole or in part out of School Residency's negligence, gross negligence or willful misconduct (except when by reason of Act of God or such other reason not within the reasonable control of School Residency) including but not limited to, personal injury or property damage incurred by CCT.

8. CCT hereby indemnifies and agrees to hold School Residency harmless against any and all claims, liabilities, damages, and expense (including the expense of litigation and reasonable attorney fees) asserted against or incurred by the School Residency in whole or in part out of Chicago Children's Theatre's CCT's negligence, gross negligence or willful misconduct (except when by reason of Act of God or such other reason not within the reasonable control of CCT) including but not limited to, personal injury or property damage incurred by the School Residency.
9. This agreement is made in good faith and subject to change and revision with the mutual consent of both parties.

**Additional Terms and Conditions:**

1. Lead classroom teacher will participate in pre-planning and post-planning meetings as needed with CCT staff
2. Lead classroom teacher will provide appropriate contact information for all appropriate contacts to CCT to use in the event of tardiness, absence, cancellation, etc
3. Lead classroom teacher will allow and encourage participants to share and reflect what they have learned/experience with peers.
4. Lead classroom teach will help to plan and establish a safe learning environment for all participants.
5. Lead classroom teacher will document and report any and all incidents to CCT immediately after the incident
6. Lead classroom teacher will report any concerns including curriculum, attendance, materials and facility issues with CCT as needed
7. Lead classroom teacher will allow CCT to solicit parents in a mutually agreed upon time and manner.