

# Chicago Cultural Center New Play Residency

Fall 2025 – Call for Proposals

## Opening Information

This is a PDF version of the information available online at this website:

[https://www.chicago.gov/city/en/depts/dca/supp\\_info/play\\_proposals.html](https://www.chicago.gov/city/en/depts/dca/supp_info/play_proposals.html)

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**What:** A funded residency for the development of new plays and musicals by Chicago artists

**Who:** Chicago-based “Producers” with new play/musical development experience who are working with Chicago-based “Dramatists” (see definitions under “Eligibility Requirements”)

**Deadline to apply: Wednesday, July 16, 2025, at 5pm CT**

- Please review all program and eligibility information prior to submitting an application
- Application link is located at the bottom of this website/document.

**Information session** (Registration link below; attendance optional):

- Online: **Thursday, June 26, 2025, Noon - 1:15pm**

Register [online](#) for Info Session.

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## Overview

The City of Chicago’s Department of Cultural Affairs and Special Events (DCASE) programs the Chicago Cultural Center located in downtown Chicago, providing artists and organizations the opportunity to create and showcase their work. As part of DCASE’s efforts to provide direct funding to artists, the **Chicago Cultural Center New Play Residency** provides space, time and funding – up to \$12,000 for a play and up to \$16,000 for a musical – for collaborative projects between Chicago theatre producers, playwrights, composers, lyricists and librettists who seek to develop a new full-length play or musical. DCASE anticipates awarding 4 new projects for the Fall 2025 Residency.

DCASE is dedicated to supporting artists and cultural organizations, investing in the creative economy, and expanding access and participation in the arts throughout Chicago’s 77 neighborhoods. As a collaborative cultural presenter, arts funder, and advocate for creative workers, our programs and events serve Chicagoans and visitors of all ages and backgrounds, downtown and in diverse communities across our city — to strengthen and celebrate Chicago.

Goals of the New Play Residency include:

- Position the Chicago Cultural Center as a community asset for the development of new theatre
- Encourage artistic risk-taking in a Dramatist-centered framework
- Support a cohort of artists reflective of the city of Chicago and its cultural landscape
- Support theater producers and companies operating at diverse scales and with a range of organizational structures
- Create intersections between performing artists and the public
- Elevate “[Art is Labor](#)” conversations through models of direct investment

## Key Points

- Awards will be up to \$12,000 for a play and up to \$16,000 for a musical.
- DCASE anticipates awarding 4 residencies for Fall 2025.
- Rehearsal space is provided at the Chicago Cultural Center, 78 E Washington Street.
- Projects will have access to rehearsal space mid-September through mid-November, 2025.
- All Residencies culminate in free and public “stand readings” at the Chicago Cultural Center.
- Each project has 2 reading dates, and readings are scheduled for November 1, 2, 8 and 9, 2025.
- Special consideration will be given to scripts that:

- Embrace risk (ex: story, point of view, primary language of script, writing for new audiences, experimental in form or content, etc.);
- Chart new creative directions for established Dramatist(s), or;
- Elevate emerging Dramatist(s) with no prior or pending Professional Production.
- Application requires both “Producer” and “Lead Dramatist” be identified and based in Chicago; **the Producer submits application on behalf of the whole creative team.**

## Eligibility Requirements

The “**Producer**” is a company, collective, organization or individual that has a commitment to and history with developing new plays or musical theatre works and is willing and able to accept funds on behalf of the project, manage funds received and distribute as needed, as well as oversee production logistics and provide administrative support necessary to a new play development process.

Notes:

- For purposes of DCASE, the organization or individual named as Producer is not obligated to produce the applicant’s work in an upcoming season, underwrite its further production or continue as “attached” to the project, but is named Producer for the purposes specific to enabling a successful Chicago Cultural Center New Play Residency intended to develop the Dramatist(s)’s work.
- To maximize the impact of a Dramatist-centered development process, it is highly recommended that the Producer not also be a Dramatist on the project. However, if the Producer is an individual, they could have a non-Dramatist role in the project (ex: Director).

“**Dramatist**” refers collectively to all theatre writers: playwrights, composers, lyricists, and librettists (as defined by Dramatists Guild). The plural form “Dramatist(s)” acknowledges that a project may involve more than one writer or composer, etc.

**To be eligible for the Chicago Cultural Center New Play Residency**, applicants must meet the following criteria:

### For Producers:

- Must reside/be located within Chicago city limits; proof of Chicago-based operation/residency is required.
- For an individual serving as Producer, a copy of your current valid Illinois Driver’s License, State of Illinois ID or Chicago CityKey will need to be submitted. No other proof of residency is accepted.
- For an organization serving as Producer, applicant must have an operating budget of less than \$500,000. Organization will submit their most recent IRS tax filing to demonstrate operating expenses under \$500,000. The submitted tax document is also used to verify the organization’s Chicago address.

- P.O. Boxes will not be accepted as proof of Chicago address.
- If the organization's IRS filing uses a P.O. Box, applicants are advised:
  - Submit your completed application with IRS filing before the deadline.
  - DCASE will email a request for additional documentation.
- Must have prior experience developing at least two (2) new plays/musicals for the stage. Experience developing new plays/musicals must include at least one (1) project that does not involve any Dramatist(s) attached as such to the proposed project.
- If an individual is serving as Producer, applicant must be at least 18 years of age and cannot be a full-time student in an undergraduate degree program.
- Producers involved as such during the 2023 pilot or the 2024-2025 residency (with readings in February 2025) **are eligible** to apply for the Fall 2025 residency; however, priority consideration will be given to Producers who have not yet received a New Play Residency award.

#### For Lead Dramatist:

A Producer may be working with a single Dramatist or a team of Dramatists (as defined above). A "Lead" Dramatist needs to be identified in the application, and the Lead Dramatist must meet the following eligibility requirements:

- Is the sole Dramatist or a lead collaborating Dramatist on the proposed script.
- Must reside within Chicago city limits; proof of Chicago residency is required for application. A copy of Dramatist's current valid Illinois Driver's License, State of Illinois ID or Chicago CityKey will need to be submitted. No other proof of residency is accepted.
- Must be at least 18 years of age.
- Cannot be a full-time student in an undergraduate degree program.
- Dramatists involved as such during the 2023 pilot or the 2024-2025 residency (with readings in February 2025) are not eligible.

#### For both Producer and Dramatist(s):

- Individuals currently funded by DCASE's Individual Artist Program (IAP) remain eligible; however
  - Priority consideration will be given to those not currently receiving an IAP grant, and
  - The project for the New Play Residency cannot be the same project funded by IAP.
- Artists or organizations with active or current artist residencies with any other DCASE or City of Chicago department-affiliated artist residency, including any "sister-agency" artist residency (ex: Chicago Park District; Chicago Public Library), are not eligible.

#### Program Details

- **This opportunity is for the development of new full-length plays and musicals by Chicago artists.**
  - Application requires both "Producer" and "Lead Dramatist" be identified and reside/be located in Chicago. Read "Eligibility Requirements" for more information.

- Any submitted projects should be for an “Unproduced Script”.
  - As defined by Dramatists Guild, an Unproduced Script is a script that has not been “professionally” produced.
  - A “Professional Production” is considered any fully-staged, royalty-paying, public production that utilizes at least one performer who belongs to a live performing arts union or guild (e.g., AEA, AGMA, AGVA), employed under such performer’s union or guild contract. It is the responsibility of the applying Producer to confirm with Dramatist(s) that the proposed project has not had a prior Professional Production.
  - Readings, staged readings, AEA workshops, developmental productions, concert versions, etc., are not Professional Productions.
- **The Producer submits application on behalf of the whole creative team.**
  - Only one (1) application will be accepted from a Producer.
  - An artist can only be named as a Dramatist(s) in one (1) application. However, said Dramatist can be attached to other projects if they assume a different roles (ex: dramaturg, actor, stage manager, music director, etc). It is the responsibility of the Producer to confirm that none of their proposed Dramatists are involved as Dramatists in other projects being submitted for this opportunity.
  - Applicant will provide: contact information for Producer and Lead Dramatist; proof of Chicago residency; for organizations, a recent tax filing; narrative responses to questions; producing history; Lead Dramatist resume or CV; project budget; and work sample.
- **Awards will be up to \$12,000 for a play and up to \$16,000 for a musical.**
  - Producers will develop the captions for the public readings, with template and edit support from DCASE. DCASE will increase the final award amount by \$500 to support the caption-specific work.
  - If the primary language of an awarded project is not English or is bi/multilingual, Producers will provide a translation of the script to use in captions. DCASE will increase the final award by an additional amount (up to \$500) to support the translation process. The additional amount will depend on the amount of translation required.
- **Special consideration will be given to projects that:** 1.) embrace risk (ex: story, point of view, primary language of script, writing for new audiences, experimental in form or content, etc.); 2.) chart new creative directions for established Dramatist(s), or; 3.) elevate emerging Dramatist(s) with no prior or pending Professional Production.
- **All Residencies culminate in free and public “stand readings” at the Chicago Cultural Center.**
  - Each project will have a reading on two (2) separate dates.
    - DCASE determines the dates and times of readings in cooperation with awardees.
    - 2025 dates for readings are: Weekend 1 – Saturday, November 1 and Sunday, November 2; Weekend 2 – Saturday, November 8 and Sunday, November 9. DCASE may consider additional dates.
    - Awarded projects will present one (1) reading each weekend.

- **Rehearsal space is provided at the Chicago Cultural Center, 78 E Washington Street.**
  - Plays receive approximately 25 hours of rehearsal time.
  - Musicals receive approximately 35 hours of rehearsal time.
  - Rehearsals at the Chicago Cultural Center occur mid-September through mid-November, 2025.
    - DCASE determines the dates and times of rehearsals in cooperation with awardees.
    - Available times for rehearsals will generally be Monday-Friday 9:30am-9:30pm and Saturday-Sunday 10am-5pm.
    - DCASE will attempt to schedule rehearsal blocks providing access to room a full 30 minutes before and after scheduled rehearsal to allow set-up and wrap time. This before/after time, when available, will not count towards allotted rehearsal time.
  - Public readings do not count towards allotted rehearsal time.
  - This is not a technical residency.
    - DCASE does not provide technical staff during rehearsals.
    - During public readings, AV staff will be on-site to support audio playback, caption display, instrumentation cables, and other modest technical needs.
    - Public reading dates include 60-90 minutes in space prior to audience entrance in order to work with AV staff or run material, as needed.
    - There is minimal access to technical equipment, musical equipment or lighting. Read “Facility Information” for additional details.
- **DCASE provides marketing and co-promotion support.**
  - DCASE website page with New Play Residency awardee info and links to Producer and Dramatist(s) websites, as appropriate;
  - Chicago Cultural Center website calendar with event listings;
  - Event notices in DCASE digital newsletters;
  - Ongoing digital display with event information on video screens in Chicago Cultural Center;
  - Event listing in the printed Chicago Cultural Center guide;
  - Additional marketing as appropriate, including event submission to calendar listings, social media posts, on-site signage, etc.
- **DCASE anticipates awarding 4 residencies.**

## Review Criteria

Applications will be submitted through SurveyMonkey and reviewed by a panel that includes DCASE staff and external reviewers who have theatre or other live art experience as artists and/or cultural workers.

Proposals will be evaluated on:

- Quality of proposed project. This includes:
  - Producer demonstrates a history of quality work and creative investigation, and capacity for new play/musical development.
  - Producer demonstrates commitment to process that prioritizes Dramatist(s).

- Lead Dramatist shows a commitment to their craft and theatre arts, relative and in proportion to their time in the industry.
  - Project adds to the range of stories and points of view on Chicago stages.
- Feasibility of project
  - Project scale is in alignment with the resources of the Residency.
  - Applicant provides a feasible plan for artistic activity to be carried out within a specified timeframe.
  - Applicant has established a realistic budget for the project and prioritizes payment to ensemble members and creatives.
- Artistic merit of Dramatist(s).
  - Work sample and application materials show artistic capabilities of the Dramatist(s).
- Potential impact on Dramatist(s) and Producer.
- Demonstrated need for space for a specific project in development or new work concept.
- Additionally, DCASE's New Play Residency strives for an equitable distribution of support for artists and organizations working and living across the city. When evaluating applications, panelists will be instructed to consider geographic access as one of many criteria to ensure the support of projects created by or serving residents of community areas which have been historically under-resourced.

## Budget Information

All applications require submission of a project budget.

- There is no required budget template. Budget can be organized at the discretion of applicant.
- Budget must outline the full range of itemized expenses. Be specific.
- Submitted budgets should prioritize payment to ensemble members and creatives and focus on research and related creative development costs.
  - When applicable, include the hourly rate used to calculate fees.
  - A reasonable line item amount for the Dramatist(s), one that represents compensation for preparing a script *prior* to the start of rehearsals and/or extensive rewrites *outside* of rehearsals, can be included in the budget in addition to compensation that represents the Dramatist(s) time in rehearsals.
  - Line items for other primary creatives (ex: Director, Stage Manager, Music Director, Dramaturg, Casting Director) involved in working with the Dramatist(s) prior to the first rehearsal can include both the time spent in rehearsal and reasonable time spent in project preparation outside of rehearsal, as appropriate.
- Funding is **not** to be used towards rental costs for other facilities, capital purchases or any direct costs associated with producing a premiere, an external presentation of the work in development, or other production.
- Awardees will be responsible for providing a Certificate of Insurance (COI) that includes \$1 million commercial liability, and when applicable, \$1 million in Auto Liability and \$1 million in Workers Comp. Also, an Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$2,000,000, and a general liability endorsement "Designated Person or Organization" showing City of Chicago as additional insured is required.

- As appropriate, include estimated insurance cost in your budget.
  - Complete insurance requirements for the New Play Residency are available for at the end of this document.
- Reasonable and necessary commuting costs related to rehearsals at the Chicago Cultural Center, including nearby parking, can be included in the budget. This Residency opportunity does not include any parking at the Chicago Cultural Center nor does it offer parking discounts.
- DCASE will provide and assume the cost of several direct services. Additional costs not listed here should be included in your budget, as applicable. DCASE will provide:
  - ASL and other accessibility services for select public presentations to be coordinated in advance with awardees and in response to any audience requests, when applicable;
  - Photography for at least one (1) event during Residency to be coordinated in advance with each awardee;
  - Binders for scripts;
  - Printing of scripts:
    - Up to two (2) instances for full script (e.g. first rehearsal, final reading); and
    - Additional pages, when possible, based on advance planning between awardees and DCASE.
    - Applicants should consider including a line item in their budget for some additional printing.
  - Printed program information for the public readings.
- **Producers are encouraged to consider tax liability**, as appropriate to their organizational or individual tax status, when budgeting for the project.
  - Individual Producers and Producers without tax-exempt status will be taxed on the full amount awarded. The percentage will be based on the applicant's taxable income bracket.
  - A line item for the estimated tax on the award can be included as part of the budget.
- It is important that the funding request align with the scale and description of the project. DCASE may award less funding than requested.
- Budget should be balanced, and expenses should be consistent with project proposal. Consider adding expense details and any clarifying notes in the budget as these can help tell the story and scope of the project.
- If the proposal is for project development that is part of a larger sequence of developmental workshops, only include project costs for the Chicago Cultural Center portion.

## Work Sample

All projects require submission of a script excerpt (20-25 pages), and musicals require the additional submission of 1-2 songs.

## Script Work Sample

Applicants will submit a single PDF document with the following materials *in this order*:



1.

**Cover page** that includes:

- Title of work
- Name of all involved Dramatists
- Producer name with contact information
- Synopsis

2.

**Character list**

3.

**Excerpt from the full script** (20-25 continuous pages)

- Any stage play format, including the Dramatist Guild standard format, will be accepted.
- If applicable, include a short paragraph at the beginning of the excerpt to provide context.
- Project scripts will be accepted in any language.
- **If the script is primarily in a language other than English**, include an English translation of the excerpt as part of the single PDF work sample document (cover page, synopsis, character list, original language script + English translation of script).

## Music Work Sample

When submitting proposal for a musical, applicants may submit link(s) for 1-2 songs.

- Applicant must use URL(s) from an open platform or site like YouTube, Vimeo, or your organization's website, etc.
- Do not use links to account-based file sharing websites like Dropbox, Google Drive, Apple Play, etc. These will not be accepted.
- The link can be to a video or audio file.
- The review panel will only review 1-2 songs. Do not provide more than two songs.

## Facility Information

The **Chicago Cultural Center (78 E. Washington)** will be the location for rehearsals and stand readings during the New Play Residency. The Cultural Center can be accessed by multiple CTA train and bus routes and the Millennium Park Metra station. There is no designated parking at the Chicago Cultural Center, but paid parking options can be found throughout the area. Rehearsal spaces include the **Studio Theater** and the **Dance Studio**, both located on the first floor. Public readings will be scheduled to take place in the Studio Theater.

- Current Chicago Cultural Center building hours are Sunday-Saturday, 10am-5pm and are subject to change.
  - Requests for rehearsal times outside of current building hours are allowed.

- Available times for rehearsals will generally be Monday-Friday 9:30am-9:30pm and Saturday-Sunday 10am-5pm.
- Applicants for the Residency will be asked to submit their preferred rehearsal schedule and their flexibility for alternative dates and times.
- Public restrooms are available on the first floor. The Chicago Cultural Center does not have gender neutral or un-gendered bathrooms.
- There are no dressing rooms or green room.
- There are limited storage options and applicants should not plan to store materials on site.
- Music stands are provided for all rehearsals and performances, and chairs and tables are also available.
- DCASE staff or building staff will be on site for all scheduled rehearsals to assist with any building issues (entry/exit, temperature control, etc.).
- Musical equipment includes an upright piano or keyboard and keyboard amp. For audio playback, read the room descriptions below.
- Consumption of food is not allowed in rehearsal rooms. A public space adjacent to rehearsal rooms can be used for eating.
- Beverages are allowed in rehearsal rooms. Water fountains are also available.
- There is no kitchen space, refrigerator or microwave available during rehearsal periods.

The **Studio Theater** is a shared-used space that is primarily managed by the City of Chicago's Department of Family and Support Services (DFSS). During weekdays until 5pm it is home to activities of the Renaissance Court Senior Center. In the evenings and on weekends it is used by DCASE's New Play Residency. The Studio Theater footprint, as used by the Residency, is approximately 38.5' x 23'. The floor has a low pile carpet and the room is accessible. In addition to the floor space mentioned above, there is a 16' wide x 12' deep x 16" tall platform stage on the south side of the room. The platform stage has a set of stairs on both upstage left and upstage right sides, each with 2 steps. Currently, the platform stage does not have ramp access. The primary room lighting is fluorescent. There are 6 Fresnel lights pre-set for a general wash on the platform stage only. There is no Residency storage available in this room, but projects will have access to a small "garment" locker in the Dance Studio, if requested (Producer provides lock). The room includes tables and chairs as required by selected projects. A simple portable PA can be provided for rehearsals if requested. Wired microphone(s) and stand(s) can also be provided.

The **Dance Studio** is approximately 42'9" x 36' and fully accessible. The floor is a durable multi-purpose vinyl. One wall of the studio is mirrored and has a curtain that can be drawn over the mirrors. The room lighting is fluorescent. A 2-speaker PA system and small 8-channel audio mixer are in the room for audio playback using a mini jack (3.5mm) or Bluetooth. The room is also equipped with one wired mic and mic stand, three folding tables, folding chairs and ballet barres. Small garment lockers in this room can be assigned to any New Play Residency project regardless of the rehearsal space assigned (Producer provides lock).

## Application / Notification Timeline

- Wednesday, June 18, 2025 – Application opens
- Thursday, June 26, 2025, 12-1:15pm – Information Session (virtual; optional)
- **Wednesday, July 16, 2025, 5pm, CT – Application deadline**
- Early September – Notification of results sent to all applicants

## Information Session

A virtual information session will be held Thursday, June 26, 2025, from 12-1:15pm. Attendance is optional but encouraged. During the session DCASE staff will review the details of this program and respond to questions.

Register [Online](#) for Info Session. Please RSVP by noon on Wednesday, June 25, 2025.

## Previously Awarded Projects

To read about previously awarded projects, please use the following links:

- [2024-2025 Cohort](#)
- [2023 Pilot Projects](#)

## Application Link

DCASE **strongly recommends** submitting your application earlier than the stated deadline. Late or incomplete applications will not be accepted or reviewed.

It is also recommended that you review all application questions before beginning, and that you draft your responses on a separate document and copy/paste them into the application. **You will need to complete your application in one session.**

Apply online:

<https://www.surveymonkey.com/r/DCASE-New-Play-2025-Residency-application>

## Questions / Contact

If you have any questions regarding the Chicago Cultural Center New Play Residency program or the application, contact John Rich, DCASE Dance and Theatre Coordinator.

John.Rich@cityofchicago.org | 312-744-0529

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## Addendum: Insurance Requirement Detail

### Department of Cultural Affairs & Special Events

#### Insurance Requirements

#### Grant Agreements

Recipient must provide and maintain at Recipients's own expense, during the term of the Agreement the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

#### INSURANCE REQUIRED

##### 1) **Workers' Compensation and Employer's Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than **\$1,000,000** each accident; **\$1,000,000** disease-policy limit and **\$1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Recipient may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

##### 2) **Commercial General Liability**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, no exclusion for damage to work performed by Contractors or Consultants, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Recipient may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Recipient. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Recipient's ongoing operations. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and

CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's

additional insured status must apply to liability and defense of suits arising out of Recipients's acts or omissions, whether such liability is attributable to the Recipient or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Recipient's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Recipient may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

### **3) Automobile Liability**

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Recipient. Limits of not less than **\$1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

A combination of primary and Excess/Umbrella policy/policies may be used to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

### **4) Umbrella or Excess**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than **\$2,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Recipient may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

## **B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Recipient must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Recipient must submit

evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Recipient, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Recipient must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Recipient for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Recipient to comply with required coverage and terms and conditions outlined herein will not limit Recipient's liability or responsibility nor does it relieve Recipient of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

**Notice of Material Change, Cancellation or Non-Renewal.** Consistent with State law, Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Recipient.

**Waiver of Subrogation.** Recipient hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Recipient agrees to obtain any endorsement that may be

necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Recipient's insurer(s).

**Recipients Insurance Primary.** All insurance required of Recipient under this Agreement shall be endorsed to state that Recipient's insurance policy is primary and not contributory with any insurance carrier by the City.

**No Limitation as to Recipient's Liabilities.** The coverages and limits furnished by the Recipient in no way limit the Recipient's liabilities and responsibilities specified within the Agreement or by law.

**No Contribution by the City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Recipient under this Agreement.

**Insurance not Limited by Indemnification.** The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Recipient maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Recipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Recipient is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Recipient. If Recipient desires additional coverages, the Recipient will be responsible for the acquisition and cost.

Insurance required of Contractors and/or Consultants. Recipient shall name any Contractor and/or Consultant as a named insured(s) under Recipient's insurance or Recipient will require each Contractor and/or Consultant to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability and Professional Liability with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Recipient. Recipient shall determine if Contractor and/or Consultant must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Recipient is responsible for ensuring that each Contractor and/or Consultant

has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Recipient is also responsible for ensuring that each Contractor and/or Consultant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the Recipient must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Recipient's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.