### Illini Student Musicals University of Illinois Registered Student Organization Bylaws

**ARTICLE I Purposes of the Corporation Section 1.01 Purposes.** Illini Student Musicals is organized exclusively around Musical Theater, the Performing Arts, Charity, and Education for the following purposes:

(a) Operation as a registered student organization (RSO) for students at the University of Illinois, Urbana-Champaign (UIUC). (b) Organizing student produced performances of theater both off and on campus. (c) Offering students experience in the administrative, technical, creative, and performance aspects of theater. (d) Semesterly productions of theater which showcase our members' talent, enthusiasm, creativity, and passion. (e) Contributing to the Urbana-Champaign community as a 501(c)3 charity through volunteer work, collaborating with local businesses, and other philanthropic efforts.

**ARTICLE II Offices Section 2.01 Location.** Illini Student Musicals shall continuously maintain within the University of Illinois Urbana-Champaign a registered address at such a place as may be designated by the Board of Directors.

#### **ARTICLE III Members**

**Section 3.01 General Members.** Illini Student Musicals membership provides currently enrolled University of Illinois Urbana Champaign students the opportunity to express creative, technical, and managerial skills within a theater environment. Illini Student Musicals shall maintain membership as required and as stated by the University of Illinois Registered Student Organization regulations and guidelines.

**Section 3.02. General Member Roles.** A Member Role is defined as activity in the Production Cast, Production Staff, Creative Team, Pit Orchestra, Marketing Committee, Outreach Team, or Board of Directors for any production, event, or service planned and provided by the Illini Student Musicals.

**Section 3.03. General Membership Eligibility.** Membership is restricted to currently enrolled University of Illinois Urbana-Champaign students and may not be extended to anyone who is not a student at the University of Illinois at Urbana Champaign. General members are those who are currently or who have previously held a Production Role or Organization Role.

### **ARTICLE IV Board of Directors**

**Section 4.01. Power of Board.** The affairs of Illini Student Musicals shall be managed by the Board of Directors.

Section 4.02. Board of Directors Eligibility. In order for a General Member to be eligible for

office on the Board of Directors of Illini Student Musicals they are required to have held a General Member Role within the past 12-month period prior to the election date denoted by the Board of Directors.

**Section 4.03. Number of Directors.** The number of Directors of Illini Student Musicals shall not be less than five members, as designated by the Board of Directors. No decrease shall shorten the term of any incumbent Director. The Board of Directors of Illini Student Musicals consists of at least a President, a Vice-President, a Treasurer, and a Secretary and one more authorized agent. Any two offices may be held by the same person, except that the President may not hold another office.

Section 4.04. Election and Term of Directors. (a) Election of members of the Board of Directors shall occur at a designated general assembly meeting. (b) Each director shall hold office until the election general assembly meeting when their term expires and until their successor has been elected and qualified. When a new Director becomes elected, they shall intern with their predecessor on the Board of Directors to become qualified to step up to take full responsibility of their specific position. This can take the form of an in person meeting. (c) Elections shall be held as necessary per vacancy. (d) Terms are defined as a full year, beginning at the end of Spring semester and ending the following Spring. (e) Prior to the general election, the acting Board of Directors will appoint the next President by vote. Presidents may be nominated by the current board, and they should also be given the opportunity to nominate themselves. Those nominated who wish to run should prepare a short speech to be delivered to the current board. The current board will then vote in order to choose the new President. The President must have served on the Board, for at least one semester, prior to their appointment. If no previous Director will accept the appointment as President, the Board may then appoint a President from the General Membership.

**Section 4.05. Vacancies.** Vacancies shall be filled by majority vote of the remaining members of the General Membership for the unexpired term. A director elected to fill a vacancy shall be elected for the unexpired term of their predecessor in office and shall serve until their successor is elected and qualified.

**Section 4.06. Removal of Directors.** A director may be removed by a majority vote of the Board of Directors, whenever in its judgment the best interests of the Corporation would be served thereby. They shall be informed in writing of their dismissal.

**Section 4.07. Resignation.** A director may resign from the Board at any time by giving notice in writing to the Board. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

### Section 4.08. Quorum of Directors and Action by the Board.

A majority of the Directors then in office shall constitute a quorum for the transaction of business. If a quorum is present at the commencement of a meeting, a quorum shall be deemed present throughout such proceedings. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

**Section 4.09. Meetings of the Board of Directors.** (a) Meetings of the Board of Directors may be held at such place within or outside of the University of Illinois at Urbana-Champaign Campus and upon such notice as may be prescribed by resolution of the Board of Directors.

Location will be established by the Board of Directors. (b) Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of such meeting. (c) If at least half of the Board of Directors communicates in advance that they will not be attending a meeting, the meeting will be automatically canceled.

Section 4.10. Informal Action by Directors; Meetings by Conference Telephone. (a) Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if a majority of the directors consent in writing through fax, mail, or by electronic mail to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the directors shall be filed with the minutes of proceedings of the Board. (b) Any or all directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or by any means by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

**Section 4.11. Voting.** Each director shall have one vote. All voting at meetings shall be done personally and no proxy shall be allowed except in cases of meeting by conference telephone or video. In the case of a tie, the President is the tie breaker.

**Section 4.12. Compensation.** Directors shall not receive any compensation from the Illini Student Musicals for services rendered to the Corporation as members of the Board, except that directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, if they are approved by the Treasurer and in reasonable amounts based on policies approved by the Board.

**Section 4.13. Absence and Accountability.** (a) If unable to attend a Board meeting or general assembly meeting, Board members are expected to communicate with the Board of Directors 24 hours in advance of meetings stating they are unable to attend or participate by conference telephone or other agreed-upon means of communication. If notification is not given at least 24 hours in advance, said board member receives a strike unless the board votes to define their absence as an emergency. (b) Excused absences are defined as:

- i) Death in the family
- ii) Severe/Contagious illnesses
- iii) Events previously discussed and approved with the Board of Directors by a vote iv) Events defined as an emergency by a vote of the Board (c) A tardy is defined as being 5 or more minutes late to a Board meeting. (d) Board members are required to attend all general assembly meetings and two additional Illini Student Musicals official events a semester. Failure to complete each requirement will result in half a strike. (e) Board members must complete any tasks given to them during a board meeting by the assigned deadline. (f) Board members must state that they are abstaining if they are not voting either for or against a motion. Abstention is appropriate in the following circumstances:
- i) Personal relationship with the person being considered for hire ii) Conflict of Interest. If the conflict of interest is not explicit to the Board, an explanation will be required iii) Inability to decide between options which must be clearly articulated and understood by the Board. (g) In the circumstance that a vote occurs through email under a time constraint and the vote has

already reached a majority, the remaining Board members votes are waived and they will not be given strikes for failing to vote. (h) In the event that a member of the Board of Directors receives three strikes, they shall receive a written warning from the Board of Directors and is responsible for meeting with at least one of the Directors to discuss the continuation of their duties. After meeting with at least one of the Directors, the Directors must vote to either retain or dismiss the offending member of the Board of Directors. The offending member should be present during the discussion but must leave prior to the vote. If the member who received a warning fails to schedule a meeting with another Director, they shall be dismissed one week after the date of the written warning. A written dismissal shall be issued to that Director. (i) Any Board member who is inexcusably absent from three consecutive Board meetings during their term or fails to participate for a full year shall be deemed to have resigned due to nonparticipation, and their position shall be declared vacant. After the second consecutive inexcusable absence, the board member must receive a written warning from the Board. Upon the third consecutive inexcusable absence a written dismissal shall be issued to that Director unless the board affirmatively votes to retain that director.

Section 4.14 Sexual Misconduct Policy (a) The University of Illinois at Urbana-Champaign ("University") is committed to providing a safe and welcoming campus environment free from discrimination based on sex, which includes sexual assault, sexual exploitation, stalking, sexual harassment, dating violence, and domestic violence (collectively referred to as sexual misconduct). The University prohibits and will not tolerate sexual misconduct because such behavior violates the University's institutional values, adversely impacts the University's community interest, and interferes with the University's mission. The University also prohibits retaliation against any person who, in good faith, reports or discloses a violation of this policy, files a complaint, and/or otherwise participates in an investigation, proceeding, complaint, or hearing under this policy. Once the University becomes aware of an incident of sexual misconduct, the University will promptly and effectively respond in a manner designed to eliminate the misconduct, prevent its recurrence, and address its effects.

(b) ... Any person asserting a violation may invoke this policy. This policy applies regardless of actual or perceived sexual orientation or gender identity. This policy covers conduct that occurs on University premises or property, as well as conduct that does not occur on University premises or property that substantially affects the University community's interest.

Per Article 1-111 of the Student Handbook, if any member of Illini Student Musicals is reported for sexual misconduct, within the organization or the University, they will be summoned to a meeting by the board, where a decision will be made based on the severity of claim. Illini Student Musicals has a zero-tolerance policy, meaning we have a right at any time to terminate any cast, staff, board, or general member if they are found guilty of sexual misconduct. If the victim wishes to file through university police or Title IX, the Board of ISM will do whatever necessary to assist the victim in their case. If they do not wish to press charges,

the board of ISM will not report the incident.

# ARTICLE V Powers and Duties and Hierarchy Section 5.01. Hierarchy of the Board of Directors

- 1) President 2) Vice President 3) Treasurer 4) Secretary 5) Other Directors In the case that the President is unable to attend a board meeting, the successive Director is responsible for leading the meeting. **Section 5.02. Powers and Duties of Each Director** The powers and duties of the officers of Illini Student Musicals are as follows:
- (a) President. The President shall preside at the meetings of the Board of Directors. In the absence of paid staff, the President shall ensure the supervision and administration of the business and affairs of the Corporation. The President will also be in charge of overseeing the venues if another director or staff member has not been appointed. The President shall play a major role in resource development and in representing the organization within and outside the community. The President may sign any deeds, bonds, mortgages, or other instruments and enter into agreements necessary to carry out the missions and programs of the Illini Student Musicals, except where these Bylaws or policies adopted by the Board require the signature of some other officer or agent of the Corporation. The President shall communicate to other officers or to the Board of Directors such matters and make such suggestions as may in their opinion tend to promote the prosperity and welfare and increase the usefulness of Illini Student Musicals, and, subject to the supervision of the Board of Directors, shall perform all duties customary to that office. Finally, the President shall conduct staff interviews.
- (b) Vice President. In case of the absence of the President, or of their inability from any cause to act, the Vice-President shall perform the duties of that office. Like the President, the Vice-President shall play a major role in resource development and in representing the organization within and outside the community.
- (c) Treasurer. The Treasurer shall be responsible for financial management and oversight, including keeping all appropriate fiscal records, ensuring that appropriate fiscal records are kept, and ensuring that all funds are recorded, spent, and monitored consistent with funder requirements, legal requirements, and sound financial management. The Treasurer may also may sign any deeds, bonds, mortgages, or other instruments and enter into agreements necessary to carry out the missions and programs of the Illini Student Musicals, except where these Bylaws or policies adopted by the Board require the signature of some other officer or agent of the Corporation.
- (d) Secretary. The Secretary shall be responsible for keeping an accurate record of all meetings of the Board of Directors, see that all notices are duly given in accordance with these Bylaws or as required by law, maintain the official records of the organization, and in general perform all duties customary to the office of Secretary and such other duties as from time to time may be assigned by the President. The Secretary shall have custody of the corporate seal of the Corporation, if any, and shall have the authority to affix the same to any instrument requiring it,

and when so affixed, it may be attested by their signature. The Board of Directors may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by their signature.

(e) General Board Member. The General Board Member(s) shall be responsible for scheduling official social events, managing social networks, and any tasks not outlined by these ByLaws and assigned by the President.

**Section 5.03. Powers shared by all Directors** (a) Directors may propose ideas, amendments, and motions to be voted on by the Board of Directors. (b) Directors mustapprove the organizational budget. (c) Directors may sign contracts or make agreements with organizations not affiliated with Illini Student Musicals, if it is in the best interest of the organization and if they have been authorized by a vote from the Board of Directors. (d) Directors may form committees to help in the fulfillment of their duties.

**ARTICLE VI Miscellaneous Section 6.01. Fiscal Year.** The fiscal year of the corporation shall be the academic calendar year. Any summer or off-season activities will be grouped into the previous school year's financial record. Such other period may be fixed by the Board of Directors. Q1: May-July, Q2: August-October, Q3: November-January, Q4: February-May.

### Section 6.02. Legal Standing, Contracts, and Other Documents

The Board of Directors may enter into contracts or execute and deliver other documents and instruments on the Corporation's behalf. Such authority may be invested in other agents of the Corporation from time to time for specific purposes.

**Section 6.03. Gifts.** The Board of Directors may authorize the President and Treasurer to accept on behalf of the Corporation any contribution, gift, bequest, or device for the purposes of Illini Student Musicals.

**Section 6.04. Checks, Drafts, Loans, Etc.** All checks, drafts, loans, or other orders for the payment of money issued for or in the name of Illini Student Musicals shall be signed by such Director(s) or agent(s) of the Corporation as determined by the Board on a case-by-case basis. In the absence of such determination, such instruments shall be signed by the Treasurer, except that disbursements over a specific amount, to be set by the Board as needed, shall be considered "special disbursements" and must be approved in advance by the Board of Directors.

**Section 6.05. Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may be selected as needed.

**Section 6.06. Books and Records to be Kept.** The Secretary shall keep all books and records, both physical and electronic, including the following: (1) Correct and complete books and records of account (2) Minutes of the proceedings of the Board of Directors and any committee having any of the authority of the Board (3) A record of the names and addresses of the Board members entitled to vote. All books and records of the Corporation may be inspected by any Board member having voting rights, or their agent or attorney, for any proper purpose at

any reasonable time.

**Section 6.07. Amendment of Articles and Bylaws.** The Articles of Incorporation and the Bylaws of the Corporation may be adopted, amended, or repealed by a majority vote of the directors then in office, provided that written notice has been given to each member of the Board within one week of the intention to adopt, amend, or repeal the Articles of Incorporation or the Bylaws. All edits must be recorded and archived by the Secretary.

**Section 6.08. Loans to Directors and Officers.** No loans shall be made by the Corporation to its directors or officers.

Section 6.09. Indemnification and Insurance. (a) Unless otherwise prohibited by law, Illini Student Musicals shall indemnify any of its directors or members, or those of collaborating entities. The Board of Directors may indemnify any member in the case of expenses and liabilities incurred by him/her or imposed on him/her in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigative, including appeals) based on their involvement with the Corporation. There shall be no indemnification in the event a member is adjudged in such claim, action, suit, or proceeding to be guilty of a criminal offense or liable to the Corporation for damages arising out of their own negligence or misconduct in the performance of a duty to the Corporation. (b) Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to: counsel fees and other fees; costs and disbursements; and judgments, fines, and penalties against, and amounts paid in settlement by, such director or member. The Corporation may advance expenses to, or where appropriate may itself, at its expense, undertake the defense of, any director or member; provided, however, that such director or member shall undertake to repay or to reimburse such expense if it should ultimately be determined that s/he is not entitled to indemnification under this Article. (c) The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof. (d) The indemnification provided by this Article shall not be deemed exclusive to any other rights to which such director or member may be entitled under any statute, Bylaw, agreement, vote of the Board of Directors, or otherwise and shall not restrict the power of the Corporation to make any indemnification permitted by law. (e) The Board of Directors may authorize the purchase of insurance on behalf of any director member, or employee against any liability asserted against or incurred by him/her which arises out of such person's status as a director or member, or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law. (f) In no case, however, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under Chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended ("the Code"). Further, if at any time the Corporation is deemed to be a private foundation within the meaning of o 509 of the Code then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in o 4941(d) or o 4945(d), respectively, of the code. (g) If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

ARTICLE VII Dissolution Section 7.01. Dissolution. In the event of dissolution of the Corporation of Illini Student Musicals, in accordance with the dissolution procedures of a 501(c)3 charity, or as stipulated or contracted by the University of Illinois Registered Student Organization, any remaining Assets will be donated. In the case of a negative account balance in the Registered Student Organization Account, the Treasurer is held accountable, as described in the University of Illinois Registered Student Organization Handbook. It will be the Board of Directors responsibility to reimburse equal fractions of the negative account balance incurred in the Treasurer's Student Account. Any further liabilities will remain with the current Board of Directors.

## ARTICLE VIII Conflict of

Interest

Section 8.01 Right to Profit. No member of the Board of Directors, or any of the Corporation's members, shall derive any personal profit or gain, directly or indirectly, by reason of their participation with the Illini Student Musicals Registered Student Organization. Section 8.02 Disclosure Policy and Voting Restrictions. Each individual shall disclose to the organization any personal interest which they may have in any matter pending before the organization and shall refrain from participation in any decision on such matter. Any member of the Board or Staff who is a representative of a client organization or vendor of the Illini Student Musicals Registered Student Organization, shall identify their affiliation with such agency or agencies. In the case that a voting director abstains from voting due to conflict of interest, Meeting Minutes should reflect that Board Members refrained from voting due to conflict of interests with a notation of "Interested" next to the vote record. Section 8.03 Solicitations. Any Director, member, or agent of the Corporation shall refrain from obtaining any list of clients for personal or private solicitation purposes at any time during the term of their affiliation. Section 8.04 Violations. Any Director, member, or agent of the Corporation found in violation of the conflict of interest policy are subject to termination and dismissal from the position held.

### **ARTICLE IX Intellectual Property and Trademarks Section 9.01 Original Content**

Production. Any original content produced exclusively by the Illini Student Musicals Executive Board will be owned by the Organization. Any persons entering into an agreement with Illini Student Musicals agree to relinquish 100% of the rights and royalties of the production unless otherwise agreed upon by the Board of Directors by a majority vote. Any original produced content will be treated as an asset of the company. All Rights Reserved. Section 9.02 Non Original Content. Illini Student Musicals has the right to enter into agreements with content owners to produce productions previously owned. All terms of the contract entered will be enforced and ISM makes no claim of ownership towards those productions apart from the pre-agreed upon profit margin. Section 9.03 Intellectual Property. Illini Student Musicals owns the content produced by agents of the organization and such content cannot be distributed or retained without the express and written consent of Illini Student Musicals Board of Directors

with a majority vote. Termination from the position of Agent does not void the ownership of any Intellectual Property. Intellectual Property of Agents includes but is not limited to: Choreography, Blueprints, Designs and Logos, Vocal Coaching notes, Directing notes, Business Models and Strategies, etc. Agents accepting the position on the Illini Student Musicals production staff or Agency agree to all of the above terms and conditions. All Rights Reserved. **Section 9.04 Violations.** 

Any person found in violation of the terms and agreements of the contract they enter regarding Intellectual Property and Original Content Production is subject to persecution by the University of Illinois Disciplinary Committee as well as the Court of Law of the United States of America. All Rights Reserved.

ARTICLE X Company Sponsorships, and RSO Co-Sponsorships Section 10.01 Organization Co-Sponsorship Authorization Illini Student Musicals is authorized, should it so choose to be directed by management and directors, to enter into a contract of co-sponsorship, using retained earnings only, towards the production of a third party organization, entity, or corporation in a joint sponsorship. Section 10.02 Management and Board Authorization Illini Student Musicals may choose to enter into a contract of co-sponsorship with a third party, organization, entity, or corporation. The recipient of the contract does not have to be a student organization, or a member of the University of Illinois community. The approval of a sponsorship contract must be approved by majority board approval else the contract is null-and-void and cannot be executed. The contract vote must follow a Board review. Section 10.03 Sponsorship Financials Illini Student Musicals must stand to profit or retain its current financial standing in the event of co-sponsoring a production. Exact financials are left to the discretion of the Board of Directors and management. The project's net present value must be zero or a positive value. Section 10.04 Capital Reserves Illini Student Musicals is subject to financially sponsoring other entities but must retain, at any given time, at least half of its capital reserves. No more than fifty percent of the current value of Illini Student Musicals may be used in the form of sponsorship contracts. This revision may be omitted after a majority vote of the board. Section 10.05 Limited Liability Illini Student Musicals is not responsible for the health, safety, and wellbeing of the receiving company's (or companies') production. In the event of emergency or incident, Illini Student Musicals will not be held responsible. A Clause of Limited Liability, as follows, must be present in the contract upon delivery:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and

organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Illini Student Musicals or their; directors, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers; (B) I INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that Illini Student Musicals and their directors, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the organization.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to: those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration.

These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. COMPLETION OF THIS CONTRACT PUTS THIS WAIVER INTO EFFECT.

**10.06 Rights and Royalties** Illini Student Musicals will act as the sponsoring agent, and sponsoring producer for the entity. Illini Student Musicals will provide financial compensation and other Agents as necessary. Illini Student Musicals will be entitled to sponsorship rights,

which include, but are not limited to the following 10.06.1 Naming Rights.

Productions will be named as follows, unless otherwise agreed upon: "Illini Student Musicals and (TITLE OF ENTITY) present (TITLE OF SHOW)," or "(TITLE OF SHOW), an Illini Student Musicals Production." 10.06.2 Compensation. Compensation must at least equal to the donated value of the production. Illini Student Musicals compensation must be received within 30 days following the event in question. After 30 days, Illini Student Musicals will seek legal action. 10.06.3 Cancellation. Illini Student Musicals will practice a no indemnity clause in the event of cancellation and reserves the right to abort the project should it see fit. All Rights Reserved. 10.06.4 Copyright. Illini Student Musicals, its name, logos, patrons, contracts, and agents are affiliates and associates of the company and subject to the warranty and protection of the University of Illinois Registered Student Organization Office. Use of the company's names, assets, contracts, logos, and agents without the company's express and written permission is strictly prohibited. All Rights Reserved. 10.06.5 Documentation. Illini Student Musicals retains the right to, at this event or related activities, photograph. Illini Student Musicals will take photos, videos, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

ARTICLE XI Amendments and Additions Section 11.01 Compliance Officer The Board of Directors will appoint a Compliance Officer for the production whose role it will be to understand the policies of all spaces rented by Illini Student Musicals and communicate those policies to all department heads, as well as the Production Resource Manager and the Director. If no Compliance Officer is specifically appointed by the Board of Directors the President will serve as the Compliance Officer.

**ARTICLE XI Amendments and Additions Section 11.01 Compliance Officer** The Board of Directors will appoint a Compliance Officer for the production whose role it will be to understand the policies of all spaces rented by Illini Student Musicals and communicate those policies to all department heads, as well as the Executive Producer and the Director. If no Compliance Officer is specifically appointed by the Board of Directors the President will serve as the Compliance Officer.

SIGNED BY (With intent for revisions throughout the summer of 2022) on 5/3/2022: President Aidan Gardner, Vice-President Ethan Fazio, Treasurer Zoe Mihevc, Secretary Sophia Urban, Marketing Director Emma Mize, Outreach Coordinator Maya O'Neill, and Other Directors Ava BooydeGraaff, Laine Gamrath, Peter Giannetos, Ellie Pierzina, Mitch Ryba, & Michal Szczepaniak