

**Information:**

**Drawer:** Accounts Payable - Invoices

**Vendor Number:** 1763814

**Vendor Name:** Japanese Culture Center

**Check Details:**

**Check Number:** 0340099

**Check Amount:** \$ 18,300.00

**Check Date:** 6/17/2025

**Invoice Details:**

**Invoice Number:** FEST-HOKUSAI

**Invoice Date:** 6/1/2025

**PO Number:** NULL

**Voucher Number:** V0889273

**Document Type:** AP Invoice

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**Document Below**

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: \_\_\_\_\_ Vendor ID: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Payee Address: \_\_\_\_\_ Payment Due Date: \_\_\_\_\_

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
<b>Total</b>			<b>\$</b>

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Other Instructions:

### All requests will require the following approvals:

Requester: \_\_\_\_\_ Print Name: \_\_\_\_\_

Budget Officer: \_\_\_\_\_ Print Name: \_\_\_\_\_

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$5,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Cabinet Officer (only required if request is \$10,000 and over): \_\_\_\_\_ Print Name: \_\_\_\_\_

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

# Check Request Form *(cont.)*

## **Processing a Check Request:**

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.

## 2025 JUNE - JAPANESE CULTURE CENTER PERFORMANCE AGREEMENT

This AGREEMENT made by and between **Japanese Culture Center** (hereinafter called COMPANY) and **College of DuPage/McAninch Arts Center** (hereinafter called PRESENTER) is the complete understanding governing the services to be provided by Company to the Presenter. The Company and Presenter have and do agree as follows:

### I. Services to be rendered by Japanese Culture Center

The Company will provide a variety of artists to perform during June 21, 2025 Japan Fest in the outdoor pavilion of the McAninch Arts Center at College of DuPage, Glen Ellyn, Illinois, on the following schedule:

#### Rehearsal and Performance Dates:

Saturday, June 21, 2025 – Performance time 12:00pm – 6:00pm (load in 10:00am or time to be coordinated with Production Manager, Joe Hopper 630-942-2913, [hopper@cod.edu](mailto:hopper@cod.edu) )

Artists to include: Tsukasa Taiko, Odori, Shamisen, Shotokan Karate by JKA Chicago, Aikido by the Aikido Association of America, Kendo - Chicago Kendo Dojo and Large Brush Shodo by Hekiun Oda Shiha.

Load-out immediately follows the performances.

### II. Services to be rendered by the Company, General Terms including payments to the Presenter:

- A. For this engagement, the Company will provide at its sole expense, all of the following elements:
  - (1) The Company will pay for salaries and fees of its personnel, food (except where noted), housing and transportation, and for transportation of Company goods and equipment.
  - (2) The Company will provide and pay for all scenic elements, props, and wardrobe.
  - (3) The Company warrants that it holds all required performing rights for the engagement. The Company will pay all required fees and royalties for such works including choreography, design, et al.
- B. The Company warrants that it maintains and pays appropriate liability coverage, social security, workers compensation, disability and appropriate medical coverage for its employees whose participation in the engagement is contemplated. Copy of Certificate of Insurance naming College of DuPage as Certificate Holder including an Endorsement Page. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.

### III. Obligations of the Presenter including Payments to the Company

- A. Among its other obligations to be assumed under the Agreement as outlined herein, the Presenter agrees to make certain payment(s) to the Company, which payment(s) shall be known as the "engagement fee," to be made to the Company in recompense for its services to be rendered. The Presenter warrants and acknowledges that timely and complete payment of the engagement fee is of the essence of the Agreement and its obligations.
- B. Payment of the engagement fee of \$15,00.00 shall be made to Japanese Culture Center on the following date(s) in the stated amount(s):
  - (1) Deposit of \$7,500.00 to be paid ASAP upon full execution of agreement.

- (2) Balance of \$7,500.00 to be paid the day of performance.
- C. Presenter agrees to provide outdoor stage up to 40 feet x 24 feet.
- D. Presenter agrees to provide dressing rooms, lights and sound for performance.
- E. Presenter agrees to provide soda, Gatorade, water and ~~snacks~~ **a lunch buffet** for Company for 60 people on day of performance.

ST

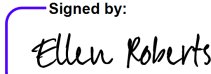
IV. Events beyond the Parties Control (Force Majeure)

- A. In the event that either or both parties shall be prevented from completion of its obligations under the Agreement as a result of Acts of God, labor disputes, civil tumult, war, riot, governmental actions or restrictions, failure, or any other legitimate condition beyond the control of the Company and/or Presenter, the parties shall then be relieved respectively of their obligations hereunder and there shall be no claim for damages by either party against the other. In such circumstances, if the Company has received a portion of its engagement fee from the Presenter as a deposit prior to the engagement, the Company shall refund the deposit to the Presenter.
- B. If the circumstances in this Article of the Agreement shall occur after the Company has performed a portion of its services to be rendered, it is understood and agreed that the Company shall receive an appropriate share of its engagement fee based on percentage of services already rendered at the time such circumstances shall occur.
- C. It is best understood and agreed that both parties shall make "best efforts" to overcome and adapt to circumstances described in this Article of Agreement in order to meet the obligations of the engagement in any way possible given the circumstances.


V. Standard performance Rider is attached to and made a part of this Performance Agreement

IN WITNESS WHEREOF, the parties hereto have agreed to and signed this Agreement (Including any riders and/or addenda attached):

For the Presenter:

Signed by:  
  
49066CF6BC3F425...  
Ellen Roberts  
College of DuPage  
Vice President, Administrative Affairs

For the Company:

  
Stephen Toyoda  
Japanese Culture Center  
2940 N. Lincoln Ave, Unit 2, Chicago, IL

5/27/2025

Date

May 12, 2025

Date

**McAninch Arts Center at College of DuPage**  
**CONTRACT / AGREEMENT RIDER**

This Rider, dated **Friday April 25, 2025**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Japanese Culture Center** (herein known as ARTIST).

**Relationship / Provisions**

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

**Payment**

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 50% of total fee, unless agreed upon in writing by both parties.

**Insurance / Indemnity / Force Majeure / Cancellation**

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" – any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

**Choice of Law and Forum**

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

**Tech / Hospitality Rider**

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

### **Ticketing**

**15.** The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

**16.** Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

**17.** The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

### **License / Permits**

**18.** ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

**19.** PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

**20.** PURCHASER confirms that it is the sole responsible authority for the venue.

**21.** ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

### **Tobacco / Alcohol / Drug Clause**

**22.** College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

**23.** College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

**24.** If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

### **Sponsorship**

**25.** PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

### **Merchandising / Concessions**

**26.** The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

**26a.** All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

### **Marketing / Public Relations / Programs**

**27.** ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.


**28.** Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

**29.** If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

**COLLEGE OF DuPAGE**  
**McAninch Arts Center**

**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

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

Date: May 5, 2025

Signed by:  
By:   
49066CF0BC3F426...  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 5/27/2025

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**McAninch Arts Center**  
**Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Kari Schoettle	630-942-2914, <a href="mailto:schoettlek@cod.edu">schoettlek@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Marketing/Edu Coord – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org



## 2025 SHODO - JAPANESE CULTURE CENTER PERFORMANCE AGREEMENT

This AGREEMENT made by and between **Japanese Culture Center** (hereinafter called COMPANY) and **College of DuPage/McAninch Arts Center** (hereinafter called PRESENTER) is the complete understanding governing the services to be provided by Company to the Presenter. The Company and Presenter have and do agree as follows:

### I. Services to be rendered by Japanese Culture Center

The Company will provide a Shodo Calligrapher to perform during the Hokusai Exhibition in the McAninch Arts Center at College of DuPage, Glen Ellyn, Illinois, on the following schedule:

#### Rehearsal and Performance Dates:

Performance time 11:00am – 2:00pm on the following dates

Saturday June 7 & 21

Sunday July 13, 20 & 27

Sunday August 3, 10, 17, 24 & 31

Sunday September 21

### II. Services to be rendered by the Company, General Terms including payments to the Presenter:

- A. For this engagement, the Company will provide at its sole expense, all of the following elements:
  - (1) The Company will pay for salaries and fees of its personnel, food (except where noted), housing and transportation, and for transportation of Company goods and equipment.
  - (2) The Company will provide and pay for all scenic elements, props, and wardrobe.
  - (3) The Company warrants that it holds all required performing rights for the engagement. The Company will pay all required fees and royalties for such works including choreography, design, et al.
- B. The Company warrants that it maintains and pays appropriate liability coverage, social security, workers compensation, disability and appropriate medical coverage for its employees whose participation in the engagement is contemplated. Copy of Certificate of Insurance naming College of DuPage as Certificate Holder including an Endorsement Page. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.

### III. Obligations of the Presenter including Payments to the Company

- A. Among its other obligations to be assumed under the Agreement as outlined herein, the Presenter agrees to make certain payment(s) to the Company, which payment(s) shall be known as the "engagement fee," to be made to the Company in recompense for its services to be rendered. The Presenter warrants and acknowledges that timely and complete payment of the engagement fee is of the essence of the Agreement and its obligations.
- B. Payment of the engagement fee of \$6,600.00 shall be made to Japanese Culture Center on the following date(s) in the stated amount(s):
  - (1) Deposit of \$3,300.00 to be paid ASAP upon full execution of agreement.
  - (2) Balance of \$3,300 to be paid prior to June 30, 2025.
- C. Presenter agrees to provide indoor tables, chairs and easels for demonstration.

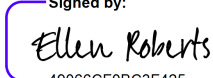
IV. Events beyond the Parties Control (Force Majeure)

- A. In the event that either or both parties shall be prevented from completion of its obligations under the Agreement as a result of Acts of God, labor disputes, civil tumult, war, riot, governmental actions or restrictions, failure, or any other legitimate condition beyond the control of the Company and/or Presenter, the parties shall then be relieved respectively of their obligations hereunder and there shall be no claim for damages by either party against the other. In such circumstances, if the Company has received a portion of its engagement fee from the Presenter as a deposit prior to the engagement, the Company shall refund the deposit to the Presenter.
- B. If the circumstances in this Article of the Agreement shall occur after the Company has performed a portion of its services to be rendered, it is understood and agreed that the Company shall receive an appropriate share of its engagement fee based on percentage of services already rendered at the time such circumstances shall occur.
- C. It is best understood and agreed that both parties shall make "best efforts" to overcome and adapt to circumstances described in this Article of Agreement in order to meet the obligations of the engagement in any way possible given the circumstances.

V. Standard performance Rider is attached to and made a part of this Performance Agreement

IN WITNESS WHEREOF, the parties hereto have agreed to and signed this Agreement (Including any riders and/or addenda attached):

For the Presenter:

Signed by:  
  
40066CF0BC3F425...  
Ellen Roberts  
College of DuPage  
Vice President, Administrative Affairs

For the Company:

  
\_\_\_\_\_  
Stephen Toyoda  
Japanese Culture Center  
2940 N. Lincoln Ave, Unit 2, Chicago, IL

5/22/2025

\_\_\_\_\_  
Date

May 19, 2025

\_\_\_\_\_  
Date

**McAninch Arts Center at College of DuPage**  
**CONTRACT / AGREEMENT RIDER**

This Rider, dated **Friday April 25, 2025**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Japanese Culture Center** (herein known as ARTIST).

**Relationship / Provisions**

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
- 4a. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 4b. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions.
- 4c. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy.

**Payment**

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 50% of total fee, unless agreed upon in writing by both parties.

**Insurance / Indemnity / Force Majeure / Cancellation**

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this agreement if Performance becomes impossible or impracticable and is not within a party's control due to Act of God or "act of government" – any act or regulation on public spaces, of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees.

**Choice of Law and Forum**

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

**Tech / Hospitality Rider**

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.

### **Ticketing**

**15.** The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

**16.** Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

**17.** The PURCHASER will provide ARTIST with 10 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

### **License / Permits**

**18.** ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

**19.** PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

**20.** PURCHASER confirms that it is the sole responsible authority for the venue.

**21.** ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

### **Tobacco / Alcohol / Drug Clause**

**22.** College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

**23.** College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

**24.** If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

### **Sponsorship**

**25.** PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

### **Merchandising / Concessions**

**26.** The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

**26a.** All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

### **Marketing / Public Relations / Programs**

**27.** ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.


**28.** Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.

**29.** If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

**COLLEGE OF DuPAGE**  
**McAninch Arts Center**


**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center

By:   
Artist  
or Artist Representative

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

Date: May 19, 2025

Signed by:  
By:   
49066CF0BC3F425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: 5/22/2025

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**McAninch Arts Center**  
**Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Kari Schoettle	630-942-2914, <a href="mailto:schoettlek@cod.edu">schoettlek@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Marketing/Edu Coord – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org

"Junokas, Molly" <junokasm@cod.edu>

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**Check Request - Japanese Culture Center**

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"Junokas, Molly" <junokasm@cod.edu>

Mon, Jun 2, 2025 at 07:07 PM UTC

CC: Schoettle, Kari <schoettlek@cod.edu>

BCC:

Good afternoon,

Please process.

Thank you,

**Molly Junokas**

Business Manager

McAninch Arts Center, College of DuPage

[junokasm@cod.edu](mailto:junokasm@cod.edu) | 630-942-2938

she/her

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**1 attachment**

JCC Check Request Fest and Shodo 18300 ksmjdm.pdf