

AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE COLLEGE OF DUPAGE
FOR HOKUSAI JAPAN FESTIVAL

This AGREEMENT (the “AGREEMENT”) is made this 4th day of June, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the “COUNTY”) and Community College District 502 an Illinois community college district, with offices at 425 Fawell Blvd., Glen Ellyn, IL 60137 (“College”)

RECITALS

WHEREAS, the Illinois General Assembly has granted the COLLEGE authority to operate and host cultural events at COLLEGE facilities, and to enter into agreements for those purposes pursuant to Hokusai Japan Festival, (hereinafter “PROJECT”); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and COLLEGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the COLLEGE shall undertake the PROJECT and the COUNTY shall reimburse the COLLEGE for PROJECT expenses up to Fifteen thousand dollars (\$15,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and COLLEGE shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the hosting and operation of an economic development event (specifically a Hokusai Japanese themed festival). The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at fifty thousand dollars (\$50,000).
- 3.2 It is the intention of the Parties that up to fifteen thousand dollars in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the COLLEGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 COLLEGE'S RESPONSIBILITIES.

- 4.1 The COLLEGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The COLLEGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The COLLEGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The COLLEGE shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.

- 4.4 The COLLEGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the COLLEGE within 30 days of submission of invoice.
- 4.5 The COLLEGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the COLLEGE.
- 4.6 The COLLEGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COLLEGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the COLLEGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The COLLEGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the COLLEGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the COLLEGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the COLLEGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the COLLEGE shall not exceed fifteen thousand dollars (\$15,000.00). In the event PROJECT costs total less than fifteen thousand dollars (\$15,000.00), the COLLEGE's total reimbursement

amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The COLLEGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the COLLEGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the COLLEGE shall require that its consultants and contractors indemnify, defend and hold harmless the COLLEGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the

applicable law. The COUNTY'S participation in its defense shall not remove COLLEGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the COLLEGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE COLLEGE:

Diana Martinez
425 Fawell Blvd
Glen Ellyn, IL 60137

ON BEHALF OF THE COUNTY:

Jeremy Custer
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the

failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

COLLEGE OF DUPAGE

Deborah Conroy
Chairman

Christine M.
Hammond, Ph.D.

Digitally signed by Christine
M. Hammond, Ph.D.
Date: 2025.06.17 11:45:04
-05'00'

~~Ellen Roberts~~ Dr. Christine Hammond
~~Vice President of Finance~~ Interim President

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

Andrew Manno
Board Secretary



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	College of DuPage - McAninch Arts Center
Contact Person	Diana Martinez
Address	425 Fawell Blvd
City	Glen Ellyn
Phone Number	630-942-3007
Email	martinezd59@cod.edu

SECTION II Project Description

Project Title	Hokusai Japan Fest
Cost of the Project	\$15,000
Brief Description of the Scope of Initiative	Hokusai Fest is a free outdoor cultural festival, held at the Lakeside Pavilion at McAninch Arts Center on Saturday, June 21, 12-6p. Target audience include DuPage county residents and Hokusai exhibition tourists. In a Japanese night market themed festival, the event includes traditional Japanese entertainment, interactive stations for wood-block prints, origami, and Shodo calligraphy.
Desired Outcomes	1. Welcome over 3,000 visitors driving economic impact to the region. 2. Strengthened community connections by bringing together community organizations including Japanese Culture Center to foster collaboration and mutual support. 3. Provide family-friendly programming with 12 performances, family-focused activities including origami, calligraphy and woodblock print making. 4. Volunteer engagement includes over 50 volunteers from DuPage County.

SECTION III Signature

Member Name	Mary Ozog
District	4
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



Office of the Secretary of State

ilsos.gov

Business Entity Search

Entity Information

Entity Name	JAPANESE CULTURE CENTER CORP.		
File Number	57878177	Status	ACTIVE
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	06-28-1994	State	ILLINOIS
Duration Date	PERPETUAL		
Annual Report Filing Date	00-00-0000	Annual Report Year	2025
Agent Information	STEPHEN TOYODA 1016 W BELMONT AVENUE CHICAGO ,IL 60657	Agent Change Date	02-27-2017

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

[Purchase Master Entity Certificate of Good Standing](#)[File Annual Report](#)[Change of Registered Agent and/or Registered Office](#)[Articles of Amendment Effecting A Name Change](#)[Adopting Assumed Name](#)

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)

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 for Company for 60 people on day of performance.

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:

Ellen Roberts
College of DuPage
Vice President, Administrative Affairs

For the Company:

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

Date

Date

May 12, 2025

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.

B

Diana Martinez
Director, McAninch Arts Center

By: _____

Artist
or Artist Representative

Date: _____

Date: May 5, 2025

By: _____

Ellen Roberts, VP Administrative Affairs
College of DuPage

Date: _____

**McAninch Arts Center
Contact Information**

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



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	
COMPANY NAME:	Japan Culture Center Corp
CONTACT PERSON:	Stephen Toyoda
CONTACT EMAIL:	stoyoda@japaneseculturecenter.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:


[Ethics | DuPage Co, IL](#)

The full text of the County's Procurement Ordinance is available at:

[ARTICLE VI. - PROCUREMENT | Code of Ordinances | DuPage County, IL | Municode Library](#)

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Stephen Toyoda Signature: 

Title: President Date: Friday, April 25, 2025