

Information:

Drawer: Accounts Payable - Invoices
Vendor Number: 1086528
Vendor Name: IMG Artists, LLC
Invoice Number: TR25-YAMDEP
Invoice Date: 12/20/2024
PO Number:
Check Number: E0104978
Check Amount: \$ 13,000.00
Check Date: 01/07/2025
Voucher Number: V0864436
Document Type: AP Invoice

Document Below

"Martinez, Diana" <martinezd59@cod.edu>

Re: Sign - IMG Yamato check request

"Martinez, Diana" <martinezd59@cod.edu>

Sat, Dec 28, 2024 at 04:29 AM UTC

CC:

BCC:

Please accept this invoice for the deposit for a MAC performance in February please process ASAP thank you.
Diana Martinez

From: Schoettle, Kari <schoettlek@cod.edu>
Sent: Friday, December 27, 2024 3:03 PM
To: Martinez, Diana <martinezd59@cod.edu>
Subject: RE: Sign - IMG Yamato check request

Thanks, Diana. I don't see anything attached. You can send directly to invoicing@cod.edu OR you can send to me and I can send it to them when I am back. Sarah at IMG knows the deposit is routing but was not going to get processed until the New Year.

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

From: Martinez, Diana <martinezd59@cod.edu>
Sent: Friday, December 20, 2024 4:05 PM
To: Schoettle, Kari <schoettlek@cod.edu>
Subject: Re: Sign - IMG Yamato check request

Signed. Thanks!

Who can I send this to for you let me know

From: Schoettle, Kari <schoettlek@cod.edu>
Sent: Friday, December 20, 2024 1:46 PM

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 2.21, Vendor Payment.

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
Total			\$

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 \$10,000 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 \$10,000 and over): _____ Print Name: _____

Area Cabinet Officer (only required if request is \$25,000 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

To: Martinez, Diana <martinezd59@cod.edu>

Subject: Sign - IMG Yamato check request

Diana,

Please review and sign the check request for the deposit for Yamato.

Thank you,

Kari Schoettle

Project Manager

McAninch Arts Center, College of DuPage

630-942-2914 | schoettlek@cod.edu

1 attachment

IMG Yamato check request 13000 deposit kscf.pdf

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.


IMG Artists

ENGAGEMENT AGREEMENT

Agreement

This agreement, made on Friday May 24, 2024 by and between **College of DuPage McAninch Arts Center** 425 Fawell Boulevard, Glen Ellyn, IL 60137, United States (hereinafter referred to as "Presenter") and **IMG Artists FSO Yamato**, 7 West 54th St, New York, NY 10019 (hereinafter referred to as "Artist"), hereby serves to bind both parties to the following terms of engagement as stated:

Performance Details

Sun Feb 23, 2025	Morning TBD	McAninch Arts Center	Load-In
Sun Feb 23, 2025	7:00 PM	McAninch Arts Center	Performance

Program

人の力 "Hito no Chikara" – The Power of Human Strength

Fee and Expenses

Fee: \$20,000.00 (Twenty Thousand USD) plus 14 hotel rooms for 1 night.

Other Special Terms

- Fee is special and confidential.
- Artist's rider attached is an integral part of this agreement.
- Exclusivity: 90 days before or after the confirmed date – 35 mile radius.
- Act to also include: 3 press interviews, phone-ins are acceptable, and or one post-show Q&A.

Payment Terms

Payment for Yamato's performances should be issued as follows:

ASAP after full execution of agreement

- a) **US \$13,000.00 (Thirteen Thousand US Dollars)** 65% of the fee is due ~~60 days before the performance (on or before January 23, 2024)~~, payable to IMG Artists, LLC (F.I.D. # 20-0116624) made by ACH or wire transfer using the following details:

Bank: JP Morgan Chase
 Organization: IMG Artists, LLC
 ABA: 021000021
 Account No: 904-031144
 SWIFT Code: CHASUS33

- b) **US \$7,000.00 (Seven Thousand US Dollars)** balance of the fee is due the first business day following the performance, payable to IMG Artists, LLC (F.I.D. # 20-0116624) made by ACH or wire transfer using the same above details.

If Presenter cannot issue payment by ACH or wire transfer, please issue payment by check made out to IMG Artists, LLC mailed on the first business day following the final performance to: Rosanna Sosa, IMG Artists, 7 West 54th Street, New York, NY 10019. (Please insert the dance company name – Yamato – in the memo field of the check.)

IMG Artists only accepts checks that are sent via a tracked and/or registered service such as: Fedex, DHL, and UPS. If you are sending a check, please email the tracking number to sgreenlee@imgartists.com.



IMG *Artists*

ENGAGEMENT AGREEMENT

This Agreement is hereby duly signed and governed by the Terms and Conditions overleaf, which are expressly incorporated. Any attached schedules or riders form an integral part of this agreement.

Signed by:

Ellen Roberts

49068CF0BC3F425

McAninch Arts Center
College of DuPage

Date: 12/19/2024

Dean Shultz
SVP, Tour and Artist Management
IMG Artists

Date: 10/30/24



IMG Artists

TERMS AND CONDITIONS

1. IMG Artists is Artist's authorized agent for all purposes hereunder. Presenter agrees to pay the total due by check(s) which is made payable according to page one of this contract.
2. If Artist is unable to perform the Engagement for any reason beyond the control of the Artist, including without limitation, illness of Artist or death or life threatening illness of an immediate family member of Artist, accident, or any incapacity, fires, labor disputes, public emergency or calamity, epidemic, pandemic, viral, bacterial, or other communicable disease transmission, or other public health-related concerns, disruption of air traffic, act of terrorism, or Act of God ("force majeure"), this agreement shall terminate with respect to the Engagement and neither party shall be liable to the other for any damage arising from the Artist's inability to perform. If, for any such reason, Artist is able to perform only a portion of the Engagement, then the Engagement Fee shall be reduced on a pro-rata basis. Cancellation or rescheduling of the Engagement by Presenter due to Presenter's fiscal insolvency, poor ticket sales or scheduling problems, or for any other reason, shall not be deemed a force majeure event giving rise to termination without liability on the part of Presenter.
3. Presenter agrees to provide the Engagement Site and rehearsal area, including stage and dressing room, furniture, stage lighting, sound equipment and other items, each as reasonably requested by Artist and each in a clean, comfortable and safe condition, professional personnel to operate all such equipment, all necessary house staff (back and front of house) and a page turner (if requested by Artist), each at Presenter's expense. Presenter further agrees to honor Artist's specific needs as detailed in any riders attached hereto.
4. If a piano is required for the Engagement, Presenter will furnish at Presenter's expense one properly tuned 9 foot Steinway concert grand piano (or other piano acceptable to Artist) in excellent condition, tuned, for use during the Engagement.
5. Presenter will be solely responsible for payment of all royalties or license fees required in connection with performance of works on Artist's program.
6. Presenter agrees that the Engagement (and any rehearsals) will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced or extended beyond the Engagement site without the prior written consent of Artist, through IMG Artists.
7. Artist, through IMG Artists, agrees to furnish Presenter with reasonable quantities of available publicity materials solely for use in promoting and publicizing the Engagement. Presenter acknowledges that IMG Artists is unable to provide Presenter with program notes. Upon request, Presenter agrees that any promotional materials produced by Presenter in connection with the Engagement in which the Artist's name or likeness is included is subject to Artist's prior approval, through IMG Artists.
8. Presenter agrees that it will produce the program for the Engagement at its own expense. If requested, Presenter agrees to supply Artist, through IMG Artists, with all pages of the program on which Artist's name or likeness appears and such pages are subject to Artist's approval, through IMG Artists. Presenter agrees to include text and/or inserts as provided by Artist (through IMG Artists) in each program and program credits as follows:
 - (i) **Yamato** appears by arrangement with IMG Artists, LLC, 7 West 54th Street, New York, NY 10019. 212-994-3500
9. Presenter will use best efforts to furnish complimentary tickets to the Engagement as follows: 4 for Artist and 2 for manager unless otherwise stipulated in a rider attached hereto.
10. Notwithstanding anything to the contrary contained herein, if Presenter incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorneys' fees) relating to the non-appearance by Artist for reasons other than those enumerated in Paragraph #2 in connection with the Engagement, Artist's liability to Presenter shall not exceed 10% of Artist's fee hereunder (excluding Artist's expenses payable by Presenter hereunder).
11. Artist shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist, its officers, agents, or employees. Presenter shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees.



IMG Artists

TERMS AND CONDITIONS

12. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois ~~New York~~, without giving effect to the principles of conflicts thereof. In the event a dispute arises under this ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration rules of the American Arbitration Association then in effect. All such arbitration shall take place ~~at the office of the American Arbitration Association located in New York, New York~~ in the State of IL, see MAC Rider #11. Each party is entitled to depose one (1) fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The arbitration provisions of the ENGAGEMENT AGREEMENT shall not prevent any party from obtaining injunctive relief from a court of competent jurisdiction to enforce the obligations for which such party may obtain provisional relief pending a decision on the merits by an arbitrator. Each of the parties hereby consents to the jurisdiction of ~~New York~~ Illinois courts for such purpose. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
13. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
14. This ENGAGEMENT AGREEMENT cannot be assigned or transferred without written consent of Artist, through IMG Artists.
15. Presenter agrees not to modify by hand the face of this ENGAGEMENT AGREEMENT, including the terms and conditions and any riders hereto, without IMG Artists' prior approval. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.

Signed by:

Ellen Roberts

49066CF0B0C3F425...
McAninch Arts Center
College of DuPage

Date: 12/19/2024

Dean Shultz
SVP, Tour and Artist Management
IMG Artists

Date: 10/30/24

YAMATO

THE DRUMMERS OF JAPAN

Technical & Artist Rider



GENERAL TECHNICAL/ARTIST RIDER for 2025

Dear Sir or madam,

Thank you for reading this "Technical and Artist rider" of YAMATO.

This Technical & Artist rider is made for a smooth corporation between YAMATO, promoters and crews.

YAMATO understands that all the venues have different situations and conditions. And then YAMATO will try to create the show as perfect as possible for your audience. Please help YAMATO members!

Masa Ogawa

The artistic director of
YAMATO the drummers of Japan

For info and question please contact:

Marika Nito: Technical manager

email: tec@yamato.jp

whatsapp: +81 80 3764 9664

YAMATO office in Japan:

Kongendo Co., LTD

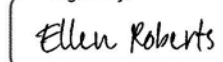
7 Hosokawa, Asuka-mura, Takaichi-gun, Nara
634-0114 JAPAN

YAMATO office in Europe:

Knock on Entertainment B.V.

Noordkade 68 Unit 97/ D 2741EZ Waddinxveen, The Netherlands
(Post address)
Laurens Reaelstraat 35 2595XK Den Haag, The Netherlands

Signed by:

Signature: 
49366CF0BC9F425...

Legal notice

THIS RIDER IS BASED ON PERFORMANCES IN FULLY EQUIPPED REGULAR THEATRE'S, WITH MAXIMUM SEAT CAPACITY OF 1500 SEATS. IN CASE THE PERFORMANCE WILL BE IN NON THEATRE VENUES OR OUTDOOR STAGES, FESTIVALS OR OTHER PLACES ADDITIONAL TIME, PERSONNEL AND EQUIPMENT IS REQUIRED.

IN CASE OF NON THEATRE VENUES CONTACT THE COMPANY FOR ADDITIONAL INFORMATION AS SOON AS POSSIBLE TO GUARANTEE A SMOOTH CORPORATION.

THIS RIDER IS PART AND PARCEL OF THE AGREED CONTRACT COVERING RELATIONS BETWEEN THE PRESENTER OF THE SHOW AND THE PRODUCER OF THE TOUR.

CONSEQUENTLY, THE PRESENTER SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES, ECONOMIC OR OTHER WISE, CAUSED BY NON-COMPLIANCE WITH THE FOLLOWING PROVISIONS, AS WELL AS FOR THE RELATIVE CHARGES.

THE PRESENTER IS IN CHARGE OF APPOINTING A PROFESSIONAL TECHNICIAN POSSESSING THE NECESSARY PREREQUISITES ESTABLISHED BY THE LAW, RESPONSIBLE FOR PREPARING THE PROJECT NECESSARY FOR OBTAINING SAFETY APPROVAL FROM THE COMPETENT LOCAL SAFETY COMMISSION.

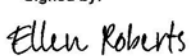
IN SOME CASES, OUR REQUIREMENTS CAN BE ADJUSTED TO SOME EXTEND TO FIT THE POSSIBILITIES AND AVAILABILITY OF THE VENUE. HOWEVER, WE MUST KNOW WELL IN ADVANCE WHAT ADJUSTMENTS ARE REQUIRED IN ORDER TO MAKE SURE THAT THE QUALITY OF THE PERFORMANCE IS NOT AFFECTED.

THE COMPANY CARRIES THE ATA CARNET FOR ITS EQUIPMENT AND INSTRUMENTS IF REQUIRED AND REQUESTED BY THE PRESENTER. IN CASE IT'S NOT VALID IN THE COUNTRY WHERE THE PRESENTER IS GOING TO PRESENT THE PERFORMANCE, THE PRESENTER MUST ARRANGE THE ALTERNATIVE DOCUMENTATION AND ANY OTHER NECESSITIES TO GO THROUGH THE CUSTOMS AND COVER THE CHARGE FOR IT.

ONCE AGREED UPON, THIS RIDER MUST BE SIGNED BY THE PRESENTER OF THE SHOW AND RETURNED WITH THE CONTRACT. THE PRESENTER MUST MAKE SURE THAT ALL LOCAL PERSONNEL INVOLVED WITH THE PERFORMANCE HAVE RECEIVED AND READ THIS RIDER WELL IN ADVANCE. HOWEVER, BY SIGNING THE CONTRACT WITH YAMATO OR IT'S PRODUCERS ALL DETAILS IN THIS RIDER ARE AUTOMATICALLY AGREED WITH.

THE PART PRESENTER TO SUPPLY IS AND ESSENTIAL PART THAT MUST BE SUPPLIED BY THE PRESENTER IN ANY CASE, SO READ AND ARRANGE THEM CAREFULLY AND WITHOUT MAKING ANY CHANGES WITHOUT PERMISSION FROM THE PERFORMANCE TECHNICAL AND PRODUCTIONAL MANAGEMENT.

WE LOOK FORWARD TO A SMOOTH AND SUCCESSFUL ENGAGEMENT AND WOULD BE HAPPY TO ASSIST IN ANY WAY. IF THERE ARE ANY PROBLEMS IN FULFILLING ANY OF OUR REQUIREMENTS OR IF THERE ARE ANY QUESTIONS REGARDING THE RIDER CONTACT US AS SOON AS POSSIBLE TO FIND SOLUTIONS TOGETHER.

Signed by:

Signature: 49066CE0BC3E425

Basic technical plan of YAMATO show

First of all, YAMATO needs to get the information of your venue.
Please send stage drawing, equipment list, map and parking space etc to us.

Stage

YAMATO will adjust the show to your venue information. The stage must be strong for the weight of the drums and the members. We expect black colored floor. If not, please cover the floor with the black color Marley-floor on stage. And please take out all nails and sharp obstructions on stage and in the backstage area.

Fly-bar system

YAMATO will adjust the light equipments on Fly-bar based on the information of the capacity of your venue. Fly-bar diameter should be 48mm for YAMATO's light equipment. If the fly-bar diameter is bigger or smaller, please prepare under hanging pipes or under hanging ladder truss. And please prepare the professional person for handling Fly-bar system. This person should be professional and certified according US regulations and only operated by well experienced and certified personnel.

Storage area for empty cases

YAMATO needs a storage area on stage level as close as possible to the stage. The area should be about 40 square meters. The storage area cannot be outside because of the instruments.

Loading

Therefore, there must be No obstruction between the loading dock and the stage. Protected from water and dust. A way that the truck can come directly to the backstage area. In case there are level gaps on the way from the truck loading place to the stage, please prepare a strong ramp.

Parking lot

There should be a 24h secured parking place close to the venue or performance area from 24 hours prior the arrival of the crew for the get in until 24h after the get out. Please send a map with the route for the truck from the city border to the parking place and venue including the exact parking and unloading address.

Reserved seats

The Sound Console must be in the auditorium as close to the centerline as possible. Not under a balcony, as mentioned, 6 seats in 3 rows. The light operator's position for the show varies in the venue and must have view of the whole stage floor surface, next to the sound in 3 seats 3 rows.

Crew from Presenter side (free of charge)

Presenter shall provide the following local technical crew.

- 1 x Local Technical manager / Stage manager
- 1 x Sound engineer
- 1 x Light engineer
- 1 x Fly man
- 4 x House crew / Stagehand

Local Technical manager / Stage manager

The local technical manager should be on stage during the whole setup, show and tear down.
Responsible for the time schedule, safety of the local equipment and local crew and for all local equipment.
Should have detailed knowledge of all technical facilities in the theater, including lights system, dimmers, DMX patch, Sound system, Sound patch etc.

Sound engineer

The sound engineer should know all details of the house sound system and assist to set up sound.

Signed by:
Signature: Ellen Roberts
49066CF0BC3F425...

Light engineer

The light engineer should know all details of the house light system and equipment. Assisting in connecting house lights and focussing house lights.

Fly man

The fly man should have detailed knowledge of the fly system of the theater and experience to control. The fly man must be in position during setup and performance, and the fly system must be safely operated.

House crew / Stagehand

YAMATO needs house crew or local stagehands to assist. Yamato would like to work with a 4 - 5 person local crew for setup and load out. It will depend on the cost. If YAMATO needs to pay this cost, please contact us with the cost quote to confirm the final plan.

Stage cleaning

Before the show starts, please give stage cleaning staff for cleaning on stage.

Others

YAMATO cannot take any responsibility for the seating plan. Especially the seats close to the front PA. The sound is very loud sometimes. Please check it with us before selling tickets.

YAMATO equipment

YAMATO will bring our own equipment like below. Please check the details with the stage plot from YAMATO.

Light equipment

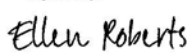
Grand MA light console
Moving light spot
Moving light wash
LED par lights
2 x hazer
All cables to connect above light equipment

Sound equipment

FOH mixing console Behringer X32
Full mic kit
Speaker system (for FOH and for monitor, design depending on acoustics and capacity)
Max 16 x Wireless mic's (beltpack with lavalier mics, 4 headsets, adapter to xlr for dynamic mic)
Antenna distribution, Cables, etc.

Stage set

14 x Risers (stage deck) W1m x L2m at 1m height
4 x stairs for 1m height as per specified plot

Signed by:

Signature: 40066CF0BC3F425...

YAMATO needs to use venue equipment (to be provided free of charge)

Please give the following equipment and technical supplies.

Please set up all equipment before YAMATO arrives at the venue.

Please send the venue technical documents: plot, equipment list, channel list, flybar information etc to Yamato technical manager by email. (Marika Nito: tec@yamato.jp)

Light equipment

FOH lights: We would like to use all lights available in the venue.

CYCLORAMA: We would like to use all lights available in the venue.

Please let us know if the light in your venue is LED or not.

If you don't have enough lights like the fixtures above, it's no problem.

We can adjust the situation and equipment in your venue, so please tell us your venue's information and what you have.

All cabling, dimmers and power for above according to the attached light plot.

We would like you to pre-rig lights based on the plot before we arrive, depending on cost.

Sound equipment

We will bring our own speaker system, but we may use house speakers as additional depending on capacity and venue.

If possible, we would like to borrow an additional 8 x Wireless mic's (beltpack with lavalier mics) and 2 x wireless hand mics from your venue.

Focusing Genie

For focusing the lights on stage the presenter should supply a professional focusing genie.

Power

The presenter shall provide the following electrical power supplies, with efficient lines protected by the correct fuses, earth-leakage system and safety switch, according to the safety regulations in force. Changes in voltage may not exceed 5% of the nominal value.

Earth connection shall be provided in accordance with the provisions in force; the difference in voltage between neutral and earth must not exceed 2 volts.

The presenter takes all responsibility in case of interruptions or malfunctioning of the power supply. Adequate lighting is required in the loading and unloading areas and the stage, backstage, storage and sound and light console areas.

Power connections on stage

12x 20A, 110V connection for light on stage right


6 x 15A, 110V Light power on stage right

6 x 15A, 110V Sound power on stage right

Power connections FOH position

2 x 20A, 110V connection for Light

1 x 20A, 110V connection for Sound

Signed by:

Signature: 49006CF0BC3F425...

Stage dressing

YAMATO needs House curtain, Black-out-drop, Borders, side masking and legs as many as possible. The number of soft goods needed will be counted based on the venue situation. Yamato will bring its own banners for the show.

Sound wireless frequencies

YAMATO needs all wireless systems for the show. Therefore it's absolutely necessary to have no wireless systems influencing the frequencies of the systems you are providing. In case any licenses or permissions are required the theater/presenter is responsible for arranging them and sending them to the company technical manager well in advance.

Intercom system

YAMATO need a professional intercom system (full-duplex), in the following positions with sound proof headsets. At both side of the stage, flyfloor, main curtain, for sound and light crews. No wireless radio's are accepted.

Reserved seats

The Sound Console must be in the auditorium as close to the centerline as possible. Not under a balcony, as mentioned, 6 seats in 3 rows. The light operator's position for the show varies in the venue and must have view of the whole stage floor surface, next to the sound in 3 seats 3 rows.

Crew from Presenter side

Presenter shall provide the following local technical crew without any extra charge.

Local Technical manager / Stage manager: The local technical manager should be on stage during the whole setup, show and tear down. Responsible for the time schedule, safety of the local equipment and local crew and for all local equipment.

YAMATO needs help for closing and opening the curtain and the drops in the show time.

House crew / Stagehand: YAMATO needs house crew or local stagehands to assist. Yamato would like to work with more than 4 - 5 person local crew for setup and load out.

Stage cleaning

Before the show starts, please give stage cleaning staff for cleaning on stage.

Complimentary tickets

The Company requires 8 complimentary seats to be reserved at each performance and these should be handed to the tour manager or company manager upon their arrival. In case the company does not require full 8 seats for them, the company manager will inform the presenter in advance so that they can sell those tickets.

Signed by:

Signature: 49068CE0BC3E425

Performance details

Due to the local technical and / or production situation it might be possible that the songs and performance times will change. All given times below are approximately.

Title of performance

YAMATO the Drummers of Japan World Tour 2025-2026 人の力 "Hito no Chikara" - The Power of Human strength

Length of Performance is about 120min with the intermission

Part I 50 Minutes approximately including set changes

Intermission 20 Minutes for preparing the 2nd part

Part II 45 Minutes approximately including set changes

Member info and the dressing rooms, kitchen, Wifi, Washing machine

YAMATO will come with 8 - 10 drummers and 2 crews (tbc).

They are all drummers and also doing all the setup and loading by themselves with your crews.

They need the following dressing rooms.

1 dressing room for the office, 2 dressing rooms for men and 2 dressing rooms for ladies.

They also need the kitchen room and the catering room with refrigerator and cooking facilities if possible.

They will cook their own meals.

If the venue has a washing machine, they would like to use it.

And please provide Wifi connection.

Catering

YAMATO would like to request that the presenter provide following items.


For set up day and show days:

- Full catering for drinks, soft drinks, coffee, tea, fresh fruits and healthy snacks during the day.
- Telephone numbers and menus in English for a Chinese, Japanese, Thai, Italian and Indian food restaurant with delivery service. All details should be handed over to the company tour manager upon arrival of the artists in the venue.

Artist catering

For the setup and show days following catering should be provided for the artists (14pax):

- Full continental breakfast 1 hr before agreed setup start time (if no breakfast included at provided hotel by presenter).
 - Lunch, buffet menu with healthy options of fish, meat, chicken, vegetarian, soups, salads, breads, drinks. In general ready at 1PM, details and proposal menu to be checked with YAMATO management (tec@yamato.jp) two months before the show by presenter.
 - Dinner, buffet menu with healthy options of fish, meat, chicken, vegetarian, soups, salads, breads, drinks (different menu from lunch menu). We appreciate fine Asian food if possible. In general ready at 10:30PM, details and proposal menu to be checked with YAMATO management (tec@yamato.jp) two months before the show by presenter so as to avoid any unused food.
 - Please prepare take away boxes for lunch and dinner in case the schedule doesn't allow a group meal break.
 - Full catering for drinks, soft drinks, coffee, tea, fresh fruits and healthy snacks during the day.
- Yamato will prepare some food in addition to the provided catering in some cases (tbc) therefore the possibility to use a kitchen area would be highly appreciated by the group.

Signed by:

 Signature: _____
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The presenter or venue is responsible for the catering of local crew.

Merchandise

YAMATO will sell the merchandise at the venue. Please prepare a good space with 2 tables and 110V connection.

Announcement

The company brings the announcement only in English.

Please prepare the announcement for the legal notice and for the safety of the audience.

If the venue is necessary to make any other announcement to the audience, please prepare and do announce by themselves.

Press policy

All press requests are welcome of course. It is important to talk with the company about the schedule and the conditions.

After the company and the presenter agreed the schedule and the conditions, the company will do the press request.

Transportation


Yamato travels with a approx. 30ft long 14ft height truck, 2x van (3 vehicles total). Please let us know if this causes problems or challenges in the approach route or parking at the theater. Please prepare parking for our vehicles for the whole stay.

Cancellation

The company cannot accept any claims or charges caused by delays that were the result of natural disasters, heavy rainfall or snowfall, unexpected border delays or an act of god. Especially by the Covid-19.

The permission YAMATO need to have


Please prepare all the permission and send them to YAMATO to visit and stay in your city & venue with their vehicles.

Signed by:

Signature: 40066CF0BC3F425...

General Schedule for the show day

Please make sure all the fly bars and other stage dressing from other companies are removed.
And all the requirements should be accomplished by the time of the company crew's arrival.

Time	Action
9:00	YAMATO will arrive and get in the venue. Put personal belongings into dressing rooms.
9:00 - 9:15	YAMATO members change clothes to the set up.
9:15 - 9:30	Meeting with YAMATO and Crew on stage. Short chat about the preparation.
9:30 - 11:00	Setup Marley-floor, venue Lights, Sound equipment and risers. Loading Taiko in.
11:00 - 12:00	Unpacking instruments on stage and set up for Marking, Focussing and Sound check.
12:00 - 13:00	Start Marking, Focusing and Sound check.
13:00	Local crew check out for lunch. YAMATO will continue to set up.
14:00	Local crew check in after lunch.
14:00 - 16:00	Marking & Focussing & sound check on stage
16:00 - 17:00	Check fly cues & set changes Finalize programming sound & light
17:00 - 18:30	Rehearsal on stage
?	Local crew for dinner
18:30 - 19:00	Prepare stage for show / stage cleaning / blackout check
19:00	House open
19:30 - 20:20	Show 1 st part
20:20 - 20:40	Intermission (set change on stage)
20:40 - 21:30	Show 2 nd part
21:30 - 0:30	Get out & load. YAMATO team will appear on stage at 21:50. (20 min for changing)
0:30	Local crew check out!
Ideal local crew: 1 flybar operator, 1 loader/sound engineer, 1 stage manager/light engineer. All local crews need to be all-round and need to have detailed knowledge of their venue to assure a smooth corporation with Yamato crew.	
During Lunch and dinner breaks Yamato artists keep set up and practicing on stage with monitor sound and lights on!	
NOTE: This is our general schedule. It can be that due to contractual agreement setup times are different. See YAMATO PRODUCTION SCHEDULE for latest and most accurate info!	

Signed by:

 Signature: 40986CF0BC3F425...


Checking list for avoiding misunderstanding

Please give your answer!

Please fill out the check lists on the below and return it.

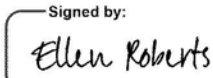
Please send below information to YAMATO	
Stage plot and photo	Please send stage plot with photo
Technical venue rider	Please send technical rider with Sound/Light equipment list
Permission	All permission for YAMATO for entering the city and stay in your venue
Map	A map to your venue from the city border
Truck permits	All permits to enter the country, city and detailed info for the parking spot

Please check below points for Stage and Power		Check
Stage dimensions	Width: m / Depth: m / Height: m	
Fly House	Is there a fly house above the stage? We need to bring our banners up and down during the show.	
	How many meters is it?	
Flybars	How many fly-bars do you have?	
	How much weight can hang?	
Loading route	Please check the loading dock and the route for our equipments	
Marley Floor	Black ballet floor put on the stage before arriving YAMATO	
Legs	How many legs do you have?	
Borders	How many borders do you have?	
Blackout drop	How many blackout drops do you have?	
Traveler curtain	Do you have a traveler curtain?	
Main curtain	Do you have a Main curtain?	
Rigging	If fly bar diameter is not 50mm, under hanging pipes for all LX and scenery flybars.	
FOH lights	18 Source four profiles zoom on 18 dimmer channels controlled by DMX-512.	
Focussing Genie	Focussing genie for on stage light focussing. Minimum working height 9 - 10 mtr.	
Cable mats	Cable mats to cover the multi cable from FOH position to the stage.	
Intercom	Is there an intercom?	
Extra ramp for stage	Is there a ramp for the loading?	
Power connections on stage	12 x 20A, 110V connection for light on stage right	
	6 x 15A, 110V Light power on stage right	
	6 x 15A, 110V Sound power on stage right	
Power connections FOH position	2 x 20A, 110V connection for Light	
	1 x 20A, 110V connection for Sound	

Signed by:

 Signature: _____
49000CF0B0C3F425...

Please check below points for the general conditions for the show		Check
Seat capacity	How many seats are in your venue?	
House open	What time is the House open?	
Show start	What time does the show start?	
FOH position	The sound and light engineer can sit in the auditorium and not under the balcony?	
Multi cable protection	Can you provide cable covers or cable jacks to protect the multi cable in the auditorium?	
FOH desk and seats	Can we use two tables/desks and 3 seats for sound and light desk?	
Additional PA	Can we use the house PA system?	
Please check below points for the backstage		Check
Dressingrooms	How many rooms can YAMATO use?	
Shower	How many shower rooms are available?	
Towel	Please provide 6 towels for the show and 10 towels for the shower.	
WIFI	Can we use WIFI?	
Production offices	Can we use 1 Production office with WIFI connection?	
Catering room	Can we use a catering room for members and crew?	
Kitchen	Can we use the kitchen and refrigerator?	
Artist catering	Do you prepare the catering for YAMATO as per rider?	
Crew catering	Do you prepare the catering for the crew as per rider?	
Storage for cases	Can we use storage space for our flight cases?	
Laundry room	Can we use the washing machine?	
Truck parking	A 24H secured truck parking with power and water supply for the truck driver from a day before get in until a day after get out. Provide a map from city border and venue to parking spot well in advance to the company technical director.	

Sign here for agreement of rider, checklists and all details of this rider:

Signed by: 
 Signature: 49066CF0BC3F425...
 Name: Ellen Roberts
 Date: 12/19/2024

Please return this document signed to YAMATO technical management

Signature: 

McAninch Arts Center at College of DuPage
CONTRACT / AGREEMENT RIDER

This Rider, dated **Thursday October 24, 2024**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **IMG Artists FSO Yamato** (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 25% 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.

Performance Radius

30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.

COLLEGE OF DuPAGE
McAninch Arts Center

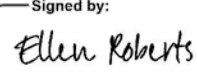
ARTIST / ARTIST'S REPRESENTATIVE

By: 
Diana Martinez
Director, McAninch Arts Center

By: 
Artist
or Artist Representative

Date: _____

Date: 10/30/24

Signed by:

By: _____
49066CE0BC3E425
Ellen Roberts, VP Administrative Affairs
College of DuPage

12/19/2024
Date: _____

McAninch Arts Center
Contact Information

Director - Diana Martinez	630-942-3007, martinezd59@cod.edu
Contracts/ Payment – Cassi Fanelli	630-942-3009, fanellc379@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