

ILLINOIS DEPARTMENT OF AGRICULTURE

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BACKSTRETCH RENTAL AGREEMENT

This Contract is entered into by and between the Illinois Department of Agriculture (hereinafter, "Department") and _____, (hereinafter, "Lessee"). Department grants Lessee the privilege of renting space and utilizing the tracks on the Backstretch of the Illinois State Fairgrounds, pursuant to the terms and conditions below.

1. **Stalls.** Lessee is entitled to use ____ stalls in Barn _____. The Department has assigned the following stall numbers in the Barn identified above for this contract: _____. Assigner initials: _____
 - a. This contract gives Lessee permission to utilize the stalls identified above only. CHANGES IN NUMBER OF STALLS, STALL NUMBERS ASSIGNED, OR BARN CAN ONLY BE DONE VIA A NEW CONTRACT.
2. **Manure Removal.** The Department has a contract with a manure removal provider. Lessees may utilize that service or provide their own dumpster. Department is not responsible for changes in removal pricing. If Lessee opts to use a dumpster, Lessee must provide a copy of the dumpster contract for each month this agreement is in effect. If Lessee is sharing a dumpster, Lessee must provide something in writing from the person whose name is on the dumpster contract authorizing Lessee to use it. Mark this box if Lessee has a dumpster contract .
3. **Treadmills.** Mark this box if Lessee has a treadmill
 - a. **Installation.** If Lessee wants to install a treadmill, Lessee must coordinate with Buildings and Grounds to get the electricity set up in the Barn. Lessee will be responsible for paying an installation fee. The fee will be dependent on the amount of labor involved in installation and the prevailing wage.
 - b. **Location.** Lessee may utilize space outside of Lessee's assigned stalls for the treadmill location, as long as (1) treadmills do not block access to wash facilities or any stall not rented by Lessee, and (2) barn aisles remain clear at all times. A treadmill may be placed in the aisle if it occupies less than 50% of the aisle width and the remainder of the width is free of obstacles and property.
 - c. **Cost.** There will be a monthly fee of \$10.00 per treadmill.
4. **Cost and Payment.**
 - a. **Cost.** The rental fee shall be \$50.00 per stall per month. The rental fee includes electricity.
 - i. In addition to the rental fee, there is a manure removal fee of \$62.00 per stall per month.
 1. This fee will be assessed to any Lessee that does not provide proof of a dumpster contract.. Lessee must show proof of the dumpster contract for each month Lessee is seeking to have this fee waived. A copy of the dumpster contract will be retained by Department and kept with this contract.
 - ii. There will be no refund for leaving before the end of the month.
 - iii. First month's rent will be prorated for Lessee's starting in the middle of the month.
 - b. **Payment.** Payment is due NO LATER THAN the first of the month. If the first of the month falls on a weekend or holiday, the rental fee must be paid PRIOR TO THE FIRST.
 - i. Payment can be made in the Non Fair Events Office in the Emmerson Building during normal business hours. If a payment is mailed in, it must be postmarked prior to the first of the month.
 1. There will be a \$100.00 penalty fee for any late payment. The late payment penalty fee will increase by \$100.00 for every 7 calendar days the payment is late.
 - c. Any failure to pay in full the owed balance under this Contract on the first of the month is grounds for termination of this contract and removal from the Fairgrounds. The Department will not renew or accept a contract from anyone with an outstanding balance until the balance is paid in full.
 - d. THIS AGREEMENT IS OF NO FORCE AND EFFECT UNTIL DEPARTMENT RECEIVES PAYMENT EQUIVALENT TO FIRST MONTH'S RENT.
5. **Term.** The term of this contract shall be the date of execution through July 31, 2022.
6. **Assignment/subcontracting.** This Contract shall not be assigned or sublet. Any occupation of a stall identified in this Contract other than by the Lessee is cause for termination of this contract.
7. **Availability of Appropriation.** This contract is contingent upon and subject to the appropriation and availability of sufficient funds.
8. **Breach and Termination.** Lessee's violation of any of the terms of this Contract shall constitute a breach and at Department's election, a forfeiture of all rights and privileges herein granted. Department will notify Lessee in writing of its failure and the termination of this agreement. Any holding over or continued occupancy following said notice will be in violation of the law and Department will take necessary legal steps for removal and disposition of property. The

Department reserves the right to terminate this agreement for nonpayment as soon as any balance becomes due and is unpaid.

- 9. Continued Occupancy.** If Lessee has not vacated and cleaned the rented space by the first day following the end of the contract, Lessee will be charged for the next month. Lessee's continued occupancy of the premises constitutes Lessee's agreement to be responsible for the monthly rental rate and all terms of this agreement for the space occupied by Lessee for any month where Lessee occupies space on the first day of that month. Department reserves the right to remove any person or property that occupies space without a current rental agreement in place.
- 10. Controlling Law/Compliance with Law.** This Contract and Lessee's obligations hereunder are hereby made and must be performed in compliance with the laws of the State of Illinois, Illinois Department of Agriculture Administrative Rules, and all other applicable federal laws, county ordinances, and regulations. Department is a State agency under the jurisdiction of the Governor and must comply with all applicable executive orders and other Government action, including public health and safety protocols and mitigations, and may terminate this contract at any time for conduct in violation of the tenets of equality, equity, and inclusion.
- 11. Departure.** Prior to departure from the State Fairgrounds, Lessee is required to clean all stalls which were occupied by Lessee. Failure to do so will result in the Department charging Lessee the current CMS Prevailing Wages per stall for clean-up. Any personal property left on the Illinois State Fairgrounds after Lessee vacates or is notified to remove such property shall be considered abandoned after ten days and shall become the property of Department.
- 12. Entire Contract and Severability.** This Contract, including any addendums or amendments signed by both parties and attached hereto, constitutes the entire agreement between the parties. Any modifications must be in writing and must be signed by all parties. If any provision of this Contract should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Contract shall be interpreted to the extent possible to give effect to the parties' intent.
- 13. Force Majeure.** Should the performance of this agreement by either party be prevented, rendered impossible or infeasible by any act, regulation, or executive order of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including animal illnesses, interruption in or delay of transportation services, war, Act of God, emergencies, or any other similar cause, it is understood and agreed that there shall be no claim for damages by either party, and that the parties' obligations under this agreement are deemed waived.
- 14. No Alterations to Leased Space.** Lessee shall make no alteration or additions, temporary or permanent, in or about the leased space, without first receiving written consent of Department.
- 15. Release/Indemnity.** Lessee, for it and its employees, agents, and representatives, and their heirs, successors, assigns, executors and administrators, agrees to fully and forever release and discharge Department its officers, employees and agents, from any and all claims, demands, rights of action or causes of action, present or future, whether the same be known, unknown or anticipated, resulting from or arising in connection with the subject of this agreement. Lessee further agrees to assume all risk of loss and to indemnify and hold Department and its officers, employees and agents, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including cost, attorneys and witness fees, and expenses incident thereto, for injuries to persons, including death and mental anguish, and for loss of, damage to, or destruction of property, including property of Department, or any other injury, resulting from or arising out of any negligent or intentional act or omission of Lessee or of any employee, agent or representative of Lessee.
- 16. Restrictions on Barn and Stall Use.**
 - a. Lessee bears the responsibility for the occupancy and use of the stalls identified in this contract.** Any improper use or occupancy of those stalls is attributable to Lessee and grounds for termination.
 - b. Use of barns for anything other than equine care and equipment is not permitted.** There is absolutely NO sleeping, cooking, smoking, or residing in the barns allowed. This applies to horse owners, trainers, grooms, assistants, friends, relatives, strangers, and any other person. Failure to comply with this Section is grounds for immediate removal from the State Fairgrounds.
 - c. Keep aisles clear.** Barn aisle must be kept clear. Storing of sawdust, straw, feed, tack, equipment, or any other material is not permitted in the aisles of the barns. Blockage of aisles will not be permitted.
 - d. Only racing horses.** Only Standardbred horses that are training and or racing are allowed to be stabled on the Backstretch. By August 1, Lessee shall remove all horses from the Fairgrounds that are not racing in that year's Illinois State Fair.
- 17. Standard Certifications.** Lessee acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract is a material requirement of this contract. By executing this contract Lessee certifies compliance with this subsection to the extent applicable under the law, and is under a continuing obligation to remain in compliance. If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections. As this contract does not meet the definition of "contract" in the Procurement Code, the standard certifications coming from that Code have been omitted.

- a. As part of each certification, Lessee acknowledges and agrees that should Lessee provide false information, or fail to be or remain in compliance with this section, one or more of the following sanctions will apply: the contract may be void by operation of law, the State may void the contract, and Lessee may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty. Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.
- b. Lessee certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
- c. Lessee certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- d. Lessee certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- e. Intentionally omitted; inapplicable (30 ILCS 565).
- f. Intentionally omitted; inapplicable (30 ILCS 580).
- g. Lessee certifies that neither Lessee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
- h. Lessee certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- i. Lessee certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- j. Lessee certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- k. Intentionally omitted; inapplicable (30 ILCS 583).
- l. Intentionally omitted; inapplicable (30 ILCS 584).
- m. Intentionally omitted; inapplicable (410 ILCS 45).
- n. Lessee warrants and certifies that it has and will comply with Executive Order No. 1 (2007).

18. Taxpayer Identification Number. This information is used by Department to verify Lessee's identity and will also be used to submit past-due payment to the Comptroller's Offset System for collection. Lessee certifies that the number below is Lessee's correct taxpayer identification number. If you are an individual, enter your name and social security number as it appears on your Social Security Card. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

- a. Individual Name (PRINT): _____
- b. Business Name (if applicable): _____
- c. Social Security Number or Employer Identification Number: _____

19. Track Access. Access to the track will only be permitted for individuals with executed contracts that do not have an outstanding balance.

20. Trailers, Vehicles, and Parking. Trailers may be parked outside the barns for loading and unloading only. Vehicles must be parked in parking spaces. No parking is permitted in a fire lane for any vehicle at any time. Trailers must be parked in the gravel parking lot by Gate 6 when not in use. IDOA reserves the right to order a vehicle moved at any time, and to tow any noncompliant vehicles.

21. Contact Information:

- a. Phone number that has voicemail: _____
- b. Permanent address: _____
- c. Current address, if different from above: _____

By signing below, Lessee is acknowledging and agreeing to the terms of this Contract. Any prior agreement between Lessee and Department related to stall use or payment is terminated upon execution of this agreement, as signed and dated below.

LESSEE
 Signature: _____
 Printed Name: _____
 Date: _____

DEPARTMENT
 Signature: _____
 Director, Jerry Costello II
 by: _____
 Legal Counsel
 Date: _____