

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 renting stalls in Barn _____. Lessee has been assigned the following stall numbers in that Barn: _____. If Lessee is renting half or all a barn, put "half" or "all" on this line with the appropriate stall numbers in the stall numbers line. Assigner initials: _____
 - a. Each Lessee is granted the use of 1 storage stall at no cost, per every 5 paid stalls. These free stalls cannot be used for horses. Lessee will be billed for stall rent for any month where a horse is found in a storage stall. All storage stalls must be identified in the contract, on this line: _____. These free stalls are already incorporated into the half and whole barn rates; if Lessee is renting half or all a barn, put "N/A" on this line.
 - b. 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 OR A CONTRACT AMENDMENT.
 - c. **Cost.** The cost for stall rent & electric shall be \$50.00 per stall per month. If renting an entire barn, Lessee's rent cost will be the rate as posted in the whole barn rental rate sheet.
2. **Manure Removal.** The Department has a contract with a manure removal provider. Lessees may utilize that provider at a cost of \$72 per stall per month until December 31, 2025, and at a cost of \$72 per stall per month beginning on January 1, 2026. Department will make best efforts to provide Lessees with at least 30 days notice in writing of manure removal cost increases.
 - a. Lessees may also utilize their own dumpsters instead of the provider. If Lessee opts to use a dumpster, Lessee must provide a copy of the dumpster contract, receipt, or invoice, in the months of September, December, March, and June. 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. This box must be marked if Lessee has a dumpster contract ☐. Any Lessee that does not provide the appropriate dumpster documentation will be billed for manure removal in accordance with this Section.
 - b. Whole barn rentals will be invoiced for the number of stalls requiring manure removal if they do not have a dumpster. Invoices will be issued prior to the beginning of the month. Payment is due at the beginning of the month.
3. **Cost and Payment. Stall rent payment and manure removal costs are due at the beginning of the month.** Invoices will be sent for manure removal costs and past-due balances. Invoices for manure removal will be issued prior to the beginning of the month.
 - a. **Cost.** The total cost per month for this agreement is: _____.
 - i. There will be no refund for leaving before the end 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 and manure removal costs must be paid prior to the first of the month.
 - i. All payments must identify who the payment is for (the Lessee name) and the month the payment is for.
 - ii. Payment can be made in the following ways:
 1. Electronic payment only (credit card or debit card; no cash, check, or money order) in the Race Office on the Backstretch of the Fairgrounds. The Department will notify Lessee of days and times that the Race Office will be staffed for accepting payment.
 2. Checks, cashier's checks, or money orders (no cash) may be dropped in the Non-Fair Office Convenience Payment Window, located on the North side of the Emmerson Building, along Central Avenue, across from the Dairy Building.
 3. Checks, cashier's checks, or money orders (no cash) may be mailed to the Bureau of County Fairs and Horse Racing, PO Box 19281, Springfield IL 62794.
 4. Cash, checks, cashier's checks, or money orders may be delivered to the Bureau of County Fairs and Horse Racing at the John R. Block Building at 801 E Sangamon Ave, Springfield IL 62791 or the Emmerson Building at 801 Brian Raney Avenue, Springfield, IL 62794. The Department will notify Lessee of days and times that the Block Building and the Emmerson Building will be staffed for accepting payment.
 5. Arranging for Bureau of County Fairs and Horse Racing personnel to pick up payment by cash, check, cashier's check, or money order on the Backstretch. (Lessee is responsible for contacting the Bureau in sufficient time to arrange for timely payment.)

- iii. All checks, cashier's checks, or money orders should be made payable to the Illinois Department of Agriculture and should specify in the Memo field the person and month for which payment is being made.
 - c. Any failure to timely pay any amount owed under this Contract is grounds for termination of the 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. Lessee will not be permitted to race in any race on the Illinois State Fairgrounds or Du Quoin State Fairgrounds if Lessee is not current on all payments owed to Department prior to the close of the race entry period, except races for which Lessee is eligible for having previously made a stake payment.
- 4. Term.** The term of this Contract shall be the date of execution through July 31, 2026. If Lessee vacates the stalls assigned prior to the end of the Contract term, Lessee must notify Department in writing via email to AGR.CFHR@illinois.gov or via signed and dated letter submitted to the Department via a method provided for payment in Section 3(b)(ii). Failure to provide written notice will result in Department continuing to bill Lessee.
- 5. Assignment/subcontracting.** Lessee cannot assign Lessee's interest in this Contract to someone else. Lessee may sublet stalls subject to this Contract. Lessee will remain responsible for compliance with all terms of this Contract, including rent. Department will not bill or invoice anyone for the stalls identified on this Contract except the Lessee named on this Contract. Individuals with past due balances will not be permitted to sublease. Lessees that allow individuals with an outstanding balance to sublease space in their barn will be in breach of this Contract.
- 6. Availability of Appropriation.** This Contract is contingent upon and subject to the appropriation and availability of sufficient funds.
- 7. Barn Cleanliness, Dirt for Stalls, and Fire Marshal Inspection/Applicable Fire Code Compliance.**
- a. Keep aisles clear. Barn aisle must be kept clear. Storing of sawdust, straw, feed, tack, equipment, or any other material in such a manner that obstructs the aisleway or stall doors is not permitted in the aisles of the barns. Blockage of aisles will not be permitted. If Lessee has property in the aisle of any barn blocking access to a stall that is not identified in this contract, Lessee will be billed for the use of that stall.
 - b. Keep exterior clear. Lessee is responsible for keeping the near exterior of the barn clear, including the entrances/exits. Lessee is further responsible for maintaining the exterior area of the barn in an orderly manner and free from trash and debris.
 - c. Department will provide one written warning regarding untidy stalls or aisleways or exterior as provided in Sections 7a and 7b. Failure to clean stalls and aisleways or exterior within 5 business days to Department's satisfaction will be grounds for termination of this Contract. Department reserves the right to clean up Lessee's area and bill Lessee for the cost.
 - d. Dirt for Stalls. At least once each year, Department shall provide dirt to Lessee for the purpose of levelling stalls. Department shall deliver dirt to the barn, but Lessee is responsible for putting the dirt into stalls.
 - e. Fire Marshal Inspection/Applicable Fire Code Compliance. Lessee is responsible for complying with Fire Marshal inspections and recommendations, except those relating to structural matters. Department shall provide to Lessee a copy or summary of all Fire Marshal reports noting compliance issues or necessary corrective actions relating to Lessee's actions or use of the barn. Lessee is responsible for complying with all applicable fire codes and regulations in using and occupying the barn, whether federal, state, county, local or otherwise.
- 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 Contract. 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. Department reserves the right to terminate this Contract for nonpayment as soon as any balance becomes due and is unpaid.
- 9. Continued Occupancy.** If Lessee provides written notice to Department of Lessee's intended departure, but has not vacated and cleaned the rented space by the first day following Lessee's stated departure date, 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 Contract 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 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. This includes hanging or posting signage identifying the stable or trainer on the barn's doors or exterior.
- 15. Noninterference and Cooperation.** Lessee shall do nothing to interfere with or prejudice Department's right to recover damages or seek other relief against a third party, and shall furnish all reasonable assistance and cooperation to Department in connection with Department's action against such third party, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of Department.
- 16. Prohibited Persons.** Lessee acknowledges that Department maintains a list of persons and/or entities for whom access to and use of the Backstretch and tracks is prohibited. If a person is prohibited, so is any property that person has a direct or indirect interest in; property includes, but is not limited to, equipment and animals. Lessee agrees not to employ any person on the Prohibited Person list for work done on the Fairgrounds, and not to permit access to the Backstretch or tracks by any person on the Prohibited Person list. Lessee agrees to notify Fairgrounds Security at 217-725-0120 if Lessee observes a Prohibited Person on the backstretch.
- 17. Release/Indemnity.**
 - a.** 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.
 - b. No Liability for Loss, Theft, or Damage to Property.** Except in instances of reckless and/or intentional misconduct by the Department or its employees or agents, Department shall not be liable to Lessee for the loss, theft, or damage to any property on the Illinois State Fairgrounds belonging to Lessee or Lessee's employees, agents, contractors, customers, clients, or invitees.
- 18. 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. Only racing horses.** Only Standardbred horses that are training and or racing are allowed to be stabled on the Backstretch. Mares that have just foaled, foals, and weanlings are not permitted to be stabled on the backstretch.
 - d. Department reserves the right to take immediate possession of any property – including animals – found in a stall not under contract.**
 - e. Lessee may be required to move barns at Department's discretion** if Department determines that insufficient stalls are rented in the barn to merit keeping it open. Department will give Lessee at least one week's written notice in the event a change of barn is.
- 19. Stall Counts.** Department will do at least one horse count every month for all Lessees except Lessees renting an entire barn that also have dumpster contracts. If Lessee is found to have more horses than identified on this contract, Department will bill Lessee for those additional horses. If Lessee is found to be using more stalls than identified on this contract, Department will bill Lessee for those additional stalls. This count will be used to bill Lessee for manure removal costs as well. Lessee

agrees and understands that the Department's count is binding on Lessee unless Lessee disputes it in writing within 5 business days of being notified.

20. 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).

21. Treadmills.

- 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 invoiced for the labor/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.

22. 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: _____

23. Trailers, Vehicles, and Parking. Trailers may be parked outside the barns or along the road for loading and unloading only, and for no more than half day. No parking is permitted in a fire lane for any vehicle at any time. Trailers must be parked in the designated trailer parking lots: the bus lot directly to the east inside Gate 6, or the gravel parking lot south of

the half mile track and just north of the entrance to the track on turn 2. IDOA reserves the right to order a vehicle moved at any time, and to tow any noncompliant vehicles.

a. **Trailer license plate number:** _____ (so IDOA can contact you if there is an issue with your trailer / its parking placement).

24. Updates regarding barn use, track access, parking, manure pricing, and similar will be posted on the bulletin board attached to the Racing Office. Department will make efforts to distribute memos to barns and Lessees, but Lessee bears ultimate responsible for reading the memos and checking the bulletin board outside the Race Office.

25. Contact Information:

a. Phone number that has voicemail: _____

b. Permanent address: _____

c. Current address, if different from above: _____

i. This is the address Department will use for mailing correspondence.

d. Email address: please provide if you would prefer electronic mail to paper mail: _____

e. If Lessee is an owner or will not be on site, please provide name and phone number of the trainer or other individual who will be on the Fairgrounds utilizing Lessee's stalls/barn: _____

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: _____