



PARTICIPATION AGREEMENT
Illinois Product Fall Market
October 12, 2024
The Shed, Illinois State Fairgrounds



- 1. GENERAL INFORMATION. This Participation Agreement ("contract") is entered into by the State of Illinois, acting by and through the Illinois Department of Agriculture, Bureau of Marketing, Promotion and Grants ("Department"), and Company identified below.
2. PARTICIPATION INFORMATION. This Participation Agreement is for the Show identified above ("Show").
3. COMPANY INFORMATION.
a. Name:
b. Contact person name and email address:
c. Mailing address, including city, state, and zip code:
d. Telephone number:
e. Website:
f. Taxpayer identification number (Employer Identification Number):
4. PAYMENT INFORMATION.
a. Company must make \$30.00 payment for an inline booth by check or online by credit card.
i. Pay online at https://magic.collectorsolutions.com/magic-ui/payments/ill-agriculture/marketing
ii. Checks should be made payable to "Agricultural Products Promotional Fund".
b. The participation agreement and payment must be received by the Department by August 30, 2024. Return Agreement to:
i. Nicole Moore, Bureau of Marketing, Promotion & Grants, Illinois Department of Agriculture, PO Box 19281, Springfield, Illinois 62794-9281
ii. OR you may scan and email the agreement to Nicole.Moore@illinois.gov.
c. Booth is not reserved until this participation form is received in the Department's office and the payment is deposited in the Department's account.
d. Refunds: The Department will not issue any refunds EXCEPT if the Market above is canceled by Market management. In the event that Market management cancels the Market, Company must request a refund from Department within 30 calendar days of receiving notice of said cancellation.
5. COMPANY'S RESPONSIBILITIES.
a. Provide all necessary product and product information for the show.
b. Bear all expenses and make necessary arrangements to deliver company's product samples and/or literature to the Market location by your scheduled move-in date (according to Market management), which will be provided later.
c. Bear all room, meal and incidental expenses including additional services not included in the booth package while at the Market.
d. Bear all costs related to booth space that are not listed in the booth package description in 6a below.
6. DEPARTMENT'S RESPONSIBILITIES.
a. Provide a booth space, 6' table, and 2 chairs to each company.
7. PRODUCTS COMPANY WILL EXHIBIT AT THE SHOW.
a.
b. Company certifies that the products displayed at the Market are produced, processed, and packaged in Illinois.
8. ASSIGNMENT. This contract may not be assigned, transferred in whole or in part by Company without the prior written consent of the State.
9. AVAILABILITY OF APPROPRIATION. This contract is contingent upon and subject to the availability of sufficient funds. Department may terminate or suspend this contract, in whole or in part, without penalty if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Department by the State or the Federal funding source, (ii) the Governor or Department reserves funds, or (iii) the Governor or Department determines that funds will not or may not be available for payment. Department shall provide notice, in writing, to Company of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
10. CONFIDENTIAL INFORMATION. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Company shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Company information, unless clearly marked as confidential and a trade secret, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter.
11. CONTROLLING LAW/COMPLIANCE THERewith. This Contract and Company's obligations hereunder are hereby made and must be performed in compliance with the laws of the State of Illinois. Company shall obtain all licenses/permits required under Federal, State, county or local laws, ordinances or regulations necessary to fulfill Company's responsibilities under this Contract and shall supply Department with proof of such upon request. Any claim against Department or the State of Illinois arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). 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.
12. FORCE MAJEURE. Should the performance of this agreement by either party be prevented, rendered impossible or infeasible by any act, executive order, or regulation 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 beyond the control of either party, 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.
13. INSURANCE. Company shall obtain and maintain insurance for this Agreement and shall provide proof of such as a Certificate of Insurance to Department prior to the event. Certificates of Insurance shall name The Illinois Department of Agriculture and its officers, employees, agents, and directors as additional insured.

Company shall have public liability insurance: in the minimum amounts of \$300,000.00 per person, \$500,000.00 per occurrence, and \$50,000.00 property damage, against claims arising out of or in connection with the concessions/exhibits/rentals which are the subject of the Contract, and Workers Compensation Insurance in the amount required by law.

- 14. **NONINTERFERENCE AND COOPERATION.** Company 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.
- 15. **RELEASE AND INDEMNITY.** Company agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causation of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death), for loss of, damage to, or destruction of property (including property of the State), or losses or expenses for any violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Contract or any libelous or any unlawful material of Company, its employees, agents, or subcontractors in the performance of the contract. Department assumes no liability for actions of Company and is unable to indemnify or hold Company harmless for claims based on this contract or use of Company provided supplies or services.
- 16. **STANDARD CERTIFICATIONS.** Company acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement of this contract. By executing this contract Company certifies compliance with this subsection to the extent applicable under the law, and is under a continuing obligation to remain in compliance and report any non-compliance to the extent applicable under the law. As this is a contract for participation expenditures for a trade show, it is exempt from the Procurement Code (30 ILCS 500/1-10(b)(14)) and many standard certifications have been stricken.
 - a. As part of each certification, Company acknowledges and agrees that should Company provide false information, or fail to be or remain in compliance with the Standard Certification requirements, 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 Company 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. Company 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. Company, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
 - d. Drug Free Workplace. This certification is applicable if this Contract is worth more than \$5,000. If Company employs 25 or more employees, Company certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Company is an individual, Company certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
 - e. Company certifies that neither Company 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 regulations of the United States Department of Commerce. 30 ILCS 582.
 - f. Company 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.
 - g. Company 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.
 - h. Company 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.
 - i. Company warrants and certifies that it has and will comply with Executive Order No. 1 (2007). The Order generally prohibits Companies from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 17. **TERMINATION/BREACH.** Any breach of this contract by Company, including the failure of Company to totally and satisfactorily perform as specified herein, is cause for forfeiture by the Company of all compensation due and/or payable under this contract, without limitation upon any other relief available to the State, and will allow Department to terminate the contract and seek any other available relief including, but not limited to, damages and attorney's fees. Department may terminate this Contract without penalty at any time, and for any reason, including but not limited to convenience. Company may terminate this Contract upon 30 days written notice to Department.

Company and Department sign and execute this Contract on the date set forth below. If Company is a legal entity, Company acknowledges that the individual signing below is authorized to enter into this Contract on Company's behalf and that such signature constitutes acceptance of the Contract.

COMPANY

STATE OF ILLINOIS, DEPARTMENT OF AGRICULTURE

Signature _____

Signature _____

Director, Jerry Costello II

Name (Print) _____

by _____

Legal Counsel

Date _____

Date _____