

ILLINOIS DEPARTMENT OF AGRICULTURE
2020 COMMUNITY GARDEN AGREEMENT
ILLINOIS STATE FAIRGROUNDS
P.O. Box 19281, Springfield, IL 62794-9281



This agreement entered into between the Illinois Department of Agriculture, hereinafter referred to as "Department", and

Last Name _____ First Name _____

Mailing Address _____ City _____ State _____ Zip _____

Email Address _____

Home phone _____ Cell phone _____

Additional Gardner Name _____ Email _____ Phone _____

Number of Plots organic plot _____ non-organic plot _____

Mark months plan to actively garden

Spring/Summer/Fall Garden

_____ March _____ April _____ May _____ June _____ July _____ August _____ September _____ October

List plants plan to grow - vegetables, flowers, perennials, etc. (6ft height limit on plants) No sunflowers, no tobacco, and no berry bushes

Hereinafter referred to as "Lessee", in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. GARDEN SPACE. Department shall lease
Garden Space No. _____ non-organic plot(s) and/or _____ organic plot(s)
hereinafter referred to as "Garden Space"), located on the Illinois State Fairgrounds in Springfield, Illinois (hereinafter referred to as "fairgrounds") to Lessee. Lessee hereby certifies that Lessee is 18 years old or older. Lessee agrees to use the Garden Space as a garden only.
2. TERM. The term of this lease shall be from the date of execution through November 1, 2018.
3. RENT AND ACCESS. Lessee shall pay \$20.00 per space as rent for the term of this Agreement.
 - Lessee agrees that rent shall be due upon execution of this Agreement.
 - Lessee will be provided with a combination code to access the Garden Space.
 - Lessee shall have access to the Garden Space during posted hours, which are subject to change at the discretion of the Department.
 - Lessee agrees that the only persons allowed on the Garden Space are the Lessee and Lessee's guests.
 - Lessee agrees that NO pets are allowed inside the Garden entrance gate.
4. PARKING. Lessee shall park vehicles, or any other mode of transportation, in areas designated by the Department as garden parking.
5. SUPPLIES. Lessee shall be responsible for providing tools, seeds, and other supplies, except for pesticides, which will be supplied and applied by the Department pursuant to paragraph 6 below. The Department agrees to make water available for use by Lessee. Lessee acknowledges that electricity is not available at the Garden Space.
6. GARDENING RESTRICTIONS.
 - Lessee agrees that all plants grown in the Garden Space shall not exceed 6 feet in height due to respect of the events on the Illinois State Fair Track.
 - Pesticides, unless applied by the Department are strictly prohibited.
7. MAINTENANCE OF SPACE. Lessee agrees to maintain the Garden Space in a well-kept condition and to remove all debris from

such space. Lessee agrees to dispose of weeds and plant materials in designated compost areas and to return the hoses to where they were found along the plots when finished using them. Lessee agrees not to leave or store supplies or anything else on the Garden Space, except as approved by the Department. Lessee agrees to promptly notify Department of any potentially dangerous problems concerning the Garden Space, and to notify Department immediately of any hazards caused by any other person leasing Garden Space on the fairgrounds. Lessee agrees that Department is not responsible for theft, vandalism, or any other damage to any type of personal property or the garden.

8. **TERMINATION and EVICTION.** Lessee agrees that a breach of any term of this Agreement shall be cause for immediate termination of this Agreement and eviction from the community garden. Lessee waives any right to an administrative hearing. Lessee agrees that any personal property, remaining on the Garden Space five days after Lessee has been notified to remove such property, shall be presumed abandoned and forfeited to the Department, which shall dispose of such property at its discretion. If this agreement is terminated for any reason after plants have been planted in the garden, Lessee agrees to forfeit all rights, title and interest in such plants to the Department.

Release and Indemnity. Lessee, for it and its employees, agents and representatives, and its heirs, successors, assigns, executors and administrators, agrees to fully and forever release and discharge the Department and its officers, employees and agents, and their heirs, successors, assigns, executors and administrators, 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 lease which is the subject of this agreement. Lessee further agrees to assume all risk of loss and to indemnify and hold the 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 costs, 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 the Department, or any other injury, including infringement of the patent, copyright, trademark, service mark or trade secret, resulting from or arising out of or in connection with this lease.

Assignment. This agreement shall not be assigned nor shall Lessee utilize any sublessee without the prior written consent of and upon such terms as required by the Department. Obligations provided for in this agreement shall remain the obligation of the initial Lessee, irrespective of approved subleasing or assignment otherwise provided.

Termination. Lessee may terminate this agreement upon 10 days written notice to the Department. The Department may terminate this agreement upon written notice to the Lessee.

Independent status and taxes. Lessee is an independent lessee, and shall maintain sufficient supervision and control over the activities allowed under this agreement to insure that said activities shall be performed in a good and workmanlike manner at all times. Lessee is responsible for the collection and payment of all federal, state, county and local taxes applicable to the activities allowed under this agreement, and shall remit same to the proper collecting authorities in accord with the applicable law or regulation.

Compliance with Law. This Agreement and Lessee's obligations hereunder are hereby made and must be performed in compliance with all applicable federal, state, county and local laws, ordinances and regulations. Lessee shall obtain any licenses or permits required under federal, state, county or local laws, ordinances or regulations necessary, and shall supply the Department with proof of compliance with all such license or permit requirements upon request.

Non-interference and Cooperation. Lessee shall do nothing to interfere with or prejudice the Department's right to recover damages or seek other relief against a third party, and shall furnish all reasonable assistance and cooperation to the Department in connection with the Department's action against such third party, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Department.

Laws of Illinois Control. This agreement shall be governed by Illinois law.

Signage. Lessee is prohibited from placing or affixing signage or advertising of any kind on the fairgrounds, including on exterior or interior fences within or around the fairgrounds.

Force Majeure. The Department has the sole authority to cancel this Agreement if the Department determines that the lease is prevented, rendered impossible or infeasible by any act, or regulation of any public authority or bureau, civil tumult, strike, epidemic or outbreaks, including animal illness, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause beyond its control. If this lease is cancelled under this paragraph, it is understood and agreed that there shall be no claim for damages by either party to the contract, and that the parties' obligations under this agreement are deemed waived. If this lease is cancelled under this paragraph, the Department will notify the Lessee and return all monies paid to the Department under this Agreement.

Availability of Funds. State shall use its best efforts to secure sufficient funds to fulfill this Agreement. However, the Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if there are insufficient funds for any reason.

THIS AGREEMENT 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 agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted to the extent possible to give effect to the parties' intent.

STANDARD CERTIFICATIONS

Lessee acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Lessee certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Lessee shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Lessee and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

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.

1. As part of each certification, Lessee acknowledges and agrees that should Lessee or its subcontractors 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
- the Lessee and its subcontractors 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.

2. 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
3. Lessee, 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.
4. Lessee, if an individual, sole proprietor, partner or an individual as member of a LLC, 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
5. Lessee certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.
6. To the extent there was a current Lessee providing the services covered by this contract and the employees of that Lessee who provided those services are covered by a collective bargaining agreement, Lessee certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Lessee certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Lessee has been convicted of a felony, Lessee certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Lessee or any officer, director, partner, or other managerial agent of Lessee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Lessee certifies at least five years have passed since the date of the conviction. Lessee further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Lessee certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
11. Lessee certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Lessee and its affiliates acknowledge the State may declare the contract void if this certification is false or if Lessee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Lessee certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Lessee certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Lessee certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Lessee certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Lessee certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Lessee certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Lessee certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Lessee certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
- 20.1 If Lessee employs 25 or more employees and this contract is worth more than \$5,000, Lessee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 20.2 If Lessee is an individual and this contract is worth more than \$5000, Lessee 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. Lessee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Lessee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Lessee certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Lessee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Lessees and subcontractors 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.
29. Lessee certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Lessee certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Lessee will not make a political contribution that will violate these requirements

In accordance with section 20-160 of the Illinois Procurement Code, Lessee certifies as applicable:

☐ Lessee is not required to register as a business entity with the State Board of Elections.

or

☐ Lessee has registered with the State Board of Elections. As a registered business entity, Lessee acknowledges a continuing duty to update the registration as required by the Act.

31. Lessee certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Lessee must make one of the following two certifications by checking the appropriate box.

A. ☐ Lessee certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☐ Lessee certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Lessee to provide evidence of compliance before award.

33. Lessee certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and Lessee is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.

ILLINOIS DEPARTMENT OF AGRICULTURE 2020 COMMUNITY GARDEN AGREEMENT

LESSEE NAME

DEPARTMENT OF AGRICULTURE

Signature _____

Name (print) _____

Title _____

Date _____

Address _____

Phone _____ **Fax** _____

Director

By _____

Legal Counsel

Date _____