



This Agreement for use of a Community Garden plot is entered into between the Illinois Department of Agriculture ("Department"), and _____ ("Lessee"). Sections 1 and 2 must be filled out by Lessee. Section 3 will be completed by Department. Throughout this Agreement, "Garden" means the Community Garden on the Illinois State Fairgrounds ("Fairgrounds"), and "Garden Space" means Lessee's assigned garden space.

1. Lessee Information.

- a. Mailing Address: _____
- b. Email address: _____ Telephone Number: _____
 - i. Lessee understands that email is the primary form of contact for Community Garden updates and that the Department will be sending emails to the address listed above.
- c. Additional Gardener Information (if any). Name: _____ Email: _____ Telephone number: _____

2. Lessee's Garden Plans.

- a. Number of intended plots (no more than 3 per person): Number of organic plots: ____ Number of non-organic plots: ____
- b. Months intended to actively garden (mark all that apply): March ____ April ____ May ____ June ____ July ____ August ____ September ____ October ____

3. Lessee's Assigned Garden Space. Department shall lease the following Garden Space Numbers to Lessee, subject to the terms and conditions contained in this Agreement.

- a. Organic Plot Garden Space Number(s): _____ Non-organic Plot Garden Space Number(s): _____
- b. Department tries to ensure gardeners can keep the same plots from year to year, but it is not guaranteed.

4. Term. This Agreement will be in effect from the date of execution through November 1, 2022.

5. Payment. The cost, per plot, in the Garden is \$20.00. Payment should be submitted with this Agreement. Payment must be received by Department before Lessee can commence gardening or use of their Garden Space.

6. Access to Premises.

- a. Hours. The Garden can typically be accessed from 6am-8pm. These hours are subject to change at any time at Department's discretion.
- b. Lessee will be provided with a combination code to access the Garden Space. This code should not be shared with others.
- c. Lessee shall not allow others access to the Garden if those persons are not named in this Agreement, known to have the Garden access code, or Lessee's guests.
- d. If Lessee chooses to bring guests to the Garden, Lessee will be held responsible for their guests' actions or inactions, including any violation of this Agreement or Garden rules.
- e. Access to the Garden may be restricted during special events, including but not limited to the Illinois State Fair. Department will make best efforts to notify all Lessees of any events that will affect access at least 72 hours in advance.
- f. Access to the Garden does not give Lessee any right of access to any private event on the Fairgrounds.

7. Garden Rules and Restrictions.

- a. The Garden will not be open for use until the Department announces such.
- b. The Garden will not be available for use after November 1, regardless of weather conditions. Lessee must remove all belongings from the Garden by 12:00pm (noon) on November 1, or they will be considered abandoned and become the property of the Department.
- c. The Garden and Garden Space are to be used as a garden only.
- d. Pets are not permitted at any time for any reason.
- e. Prohibited plants. No plants taller than 6 feet in height are permitted. Planting or growing of the following is strictly prohibited: sunflowers, tobacco, berry bushes, plants that require a license to grow (including but not limited to hemp or marijuana), and any invasive species.
 - i. Department reserves the right to remove any prohibited plant from any plot without notice.
- f. Pesticides. No pesticides are permitted to be applied by any Lessee. Department will provide and apply any pesticides to be used.
- g. Water will be provided by Department.
- h. Electricity is not provided or available in the Garden.
- i. Department is not responsible for any theft, damage, or vandalism to any Garden Space or any supplies left at the Garden by Lessee.

8. Lessee Responsibilities.

- a. Notification to the Department. Lessee must promptly notify the Department of the following: any changes to Lessee's contact information, any potentially dangerous problems concerning the Garden, and any hazards in the Garden.
- b. Supplies. Lessee is responsible for providing tools, seeds, and any other supplies. Lessee shall not leave or store any supplies at the Garden without prior written approval from Department.
- c. Maintenance.
 - i. Lessee must maintain Lessee's Garden Space(s) in well-kept condition.
 - ii. Weeds and other plant material intended for disposal must be placed in designated compost areas.
 - iii. Hoses must be returned to where they were found when Lessee is finished using them.
 - iv. All trash and non-compostable debris must be properly disposed of outside of the Garden.

9. Assignment and Subcontracting. This Agreement shall not be assigned or sublet.

10. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Department may terminate or suspend this Agreement, 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 Lessee 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.

- 11. Breach and Termination.** Failure of Lessee to perform as specified or to comply with the terms of this Agreement or any directive of Department is cause for immediate termination of this Agreement at the option of Department, without limitation upon any other relief available to Department. Department reserves the right to terminate this Agreement at any time for any reason, including convenience. In the event of termination, Lessee will have 5 business days to remove Lessee's belongings, including planted plants, from the Garden, after which such property will be considered abandoned and become the property of Department.
- 12. Controlling Law and Compliance Therewith.** This Agreement 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 and municipal, ordinances, and regulations.
- 13. Entire Agreement and Severability.** 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.
- 14. 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. If use of the Garden is cancelled pursuant to this paragraph, Department will notify Lessee as soon as possible.
- 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. Release and Indemnity.** Lessee, for it and its 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, 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 Community Garden. 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, including infringement of a patent, copyright, trademark, service mark or trade secret, resulting from or arising out of any negligent or intentional act or omission of Lessee or agent or representative of Lessee.
- 17. Standard Certifications.** Lessee acknowledges and agrees that compliance with this subsection in its entirety for the term of the Agreement is a material requirement of this Agreement. Lessee certifies compliance with this subsection and is under a continuing obligation to remain in compliance and report any non-compliance. If the Parties determine that any certification in this section is not applicable to this Agreement, it may be stricken without affecting the remaining subsections.
 - a. Lessee acknowledges and agrees that should Lessee 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 Agreement may be void by operation of law, the State may void the Agreement, 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 will comply with applicable provisions and rules of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, in performance of this Agreement.
 - c. Lessee certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
 - d. 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 U.S. Department of Commerce. 30 ILCS 582.
 - e. Lessee certifies it has not been convicted of bid rigging or bid rotating or any similar offense in the U.S. 720 ILCS 5/33 E-3, E-4.
 - f. Lessee certifies it complies with the Illinois Human Rights Act and rules applicable to public Agreements, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
 - g. Lessee certifies it does not pay dues to, reimburse, or subsidize payments for any dues or fees to any discriminatory club. 775 ILCS 25/2.
- 18. Taxpayer Identification Number.** This information is used by Department to verify Lessee's identity and/or 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.
 - a. **Name:** _____
 - b. **Taxpayer Identification Number (SSN or EIN):** _____
 - c. **Legal Status (check one):** Individual/Sole Proprietor Other, list here: _____

Lessee and Department sign and execute this Contract on the date set forth below.

LESSEE

Signature: _____

Printed Name: _____

Date: _____

DEPARTMENT

Signature: _____

Director

by: _____

Legal Counsel

Date: _____

After filling out the information in Parts 1, 2, and 18, and signing above (digital signatures are acceptable), please send the agreement to Doug.Rathbun@Illinois.gov