



2020 ILLINOIS PRODUCTS FARMERS' MARKET  
ILLINOIS DEPARTMENT OF AGRICULTURE  
VENDOR GUIDELINES AND AGREEMENT

This Agreement is entered into between the State of Illinois, acting by and through the Illinois Department of Agriculture (hereinafter, "Department"), and the person or entity identified below (hereinafter, "Vendor").

Individual Name (person signing this Contract): \_\_\_\_\_  
Business Name (if applicable): \_\_\_\_\_  
Business/Mailing Address: \_\_\_\_\_  
Telephone & Email Address: \_\_\_\_\_

1. **Market.** Department shall sponsor a Farmers' Market ("Market") at The Shed located on the Illinois State Fairgrounds. The Market will operate every Thursday from 4:00 p.m. to 7:00 p.m. ("Market Day") from the third week in June through the second week in October ("Season"), with the exception of the Thursdays during the Illinois State Fair. Additional Market Days may be cancelled at the discretion of the Department. Vendors must have an agreement signed by the Department to participate.
2. **Space.** Vendor shall have an assigned "Market Space" on each Market Day. Vendor acknowledges and agrees that Department may, in its sole discretion, require Vendor to relocate to a different Market Space during the Season.
  - a. "Outside Space" means a space with a vehicle and a tent. "Inside Space" means inside the Shed and does not include a vehicle. Inside Space is primarily for vendors sampling food and vendors willing to unload. Outside Space and Inside Space do not have a price difference. Vendor should mark a Space Preference on the corresponding line below.

Entire Market Season: \$250 (9-17 weeks)	Half Market Season: \$200 (8 weeks or fewer)	Weekly: \$30 each week
_____ Outside	_____ Outside	_____ Outside
_____ Inside	_____ Inside	_____ Inside
3. **Payment.** Documents and payment must be submitted BEFORE Vendor arrives at first Market. If Vendor is paying per week, Vendor must bring payment each week. If Vendor has any outstanding balance from prior Markets, Vendor will NOT be allowed to participate in this Market until such balance is paid in full to Department. Checks should be made payable to Agricultural Products Promotional Fund. Send this original signed contract, participation form, and payment to: Illinois Department of Agriculture, IL Products Farmers Market, P.O. Box 19281, Springfield, Illinois, 62794-9281. There will be no refunds for any reason.
4. **Assignment and Subcontracting.** This Contract shall not be assigned or sublet.
5. **Attendance and Absence Policy.**
  - a. Start time. Vendors must be set up and ready to sell by 3:30 pm on Market Days. Vendors with vehicles who arrive less than 30 minutes before the Market opens may be required to load off from the parking area and transport items to their Market Space.
  - b. Closing. Vendors are required to stay until Market closing time. Vendors who sell out early must keep their Market Space set up and post a sign letting customers know they have sold-out. Vendors who attempt to leave before the close of the Market Day will be issued a verbal warning. Repeated attempts or leaving before closing time will result in Vendor not being allowed to participate in future Market Days.
  - c. Notice to Market Manager of attendance.
    - i. Full or Half Market Vendors are required to notify Department a minimum of 24 hours prior to Market Day if they do not plan to utilize their assigned Market Space, so it may be reassigned to a weekly vendor.
    - ii. Weekly vendors must contact the Market Manager by 5:00 p.m. on the Tuesday prior to the Market Day to be eligible for participation in that Market Day. Same day notification is insufficient and will result in Vendor not being allowed to participate.
    - iii. In the event of a last-minute emergency prohibiting Vendor from attending, Vendor must notify the Market Manager as soon as possible to report the absence. In such case of an emergency, Vendor absence will be excused.
    - iv. In the event the Vendor fails to notify the Market Manager in advance of an absence as required, said absence will be considered unexcused. After three unexcused absences, Department shall have the option to permanently reassign Vendor's Market Space.
6. **Controlling Law and Compliance Therewith.** This Contract and Vendor'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. Vendor shall obtain all licenses or permits required under Federal, State, county, or local laws, ordinances, or regulations necessary to fulfill this agreement and shall supply Department with proof of compliance upon Department's request. This Contract shall be governed by Illinois law. Vendor is responsible for knowing and complying with all laws applicable to Vendor, including those related to public health, cottage foods, meat and poultry, and eggs.
7. **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.
8. **Force Majeure.** Should a Market Day or portion of the Market Season 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, interruption in delay of transportation services, war, act of God, emergencies or any other similar or dissimilar cause, 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 there is a cancellation pursuant to this paragraph, the Department will notify the Vendor as soon as possible.

9. **Insurance.** Vendor shall obtain the below types of insurance, as applicable to Vendor, and shall supply Department with a Certificate of Insurance (or other form as deemed acceptable by Department) prior to Vendor's participation in the Market. Certificates of Insurance shall name The Illinois Department of Agriculture and its officers, employees, agents, and directors as additional insured.
- a. 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. All Vendors must have this.
  - b. Workers Compensation Insurance: in the amount required by law.
  - c. Dram Shop insurance: in the minimum amount of \$500,000.00 per person, \$500,000.00 combined, \$500,000.00 property damage and \$500,000.00 loss of support against claims arising out of or in connection with the dispensing of alcoholic beverages relating to this Contract. Dram Shop insurance is required if alcoholic beverages are dispensed and alcoholic beverages or tickets are SOLD. If Vendor needs Dram Shop insurance, Vendor must also have applicable County and State licenses.
10. **Market Participation Terms and Conditions.** Vendor acknowledges that the following terms are material components of this Contract and Vendor's ability to participate in the Market. Noncompliance with these terms will be considered a breach of Contract by Department.
- a. Vendor certifies that all products sold at the Market shall be produced, processed and/or packaged by Vendor in the State of Illinois, at a location identified by Vendor.
    - i. All items must be directly or personally homegrown, handmade, and/or created from locally-owned operations within the state of Illinois. Items that are mass-produced or purchased from wholesale auctions or elsewhere are not permitted.
  - b. Vendor must follow all laws, rules, guidelines, and technical information bulletins issued by the Illinois Department of Public Health and/or Sangamon County Department of Public Health, and obtain all necessary permits, as applicable, including for selling food products.
  - c. All baked goods sold must be prepared in a certified commercial kitchen or meet the criteria of the Cottage Food Regulations as in compliance with the Sangamon County Health Department and the State of Illinois.
  - d. Vendors who sell meat or poultry must have a valid State license to do so and shall provide a copy of such license to the Department. The meat and/or poultry sold at the Market by the Vendor shall come from animals owned, raised or processed by Vendor in Illinois at a location identified by Vendor.
  - e. No live animals are allowed to be brought to the Market or sold at the Market.
  - f. Vendor shall not sell any eggs at the Market unless Vendor complies with the Illinois Egg Law requirements and provides Department appropriate documentation thereof.
  - g. Vendor shall use only scales approved by the Illinois Department of Agriculture, Bureau of Weights and Measures.
  - h. "Hawking" (vocal solicitation) or other disruptive behavior is prohibited.
  - i. Vendor shall not use inadequate extension cords, space heaters, or any other potential fire hazardous equipment.
  - j. Department is not responsible for theft, vandalism, or any other damage to any type of personal property.
  - k. Market Space shall be completely smoke-free; no smoking is allowed whatsoever.
  - l. At the end of each Market Day, Vendor is required to clean the Market Space it occupied. If Vendor does not clean the space, Department reserves the right to charge Vendor the current CMS Prevailing Wages per market for cleanup. In the event Vendor is charged for cleanup, Vendor will not be allowed reentry onto the market space until that fee is paid.
  - m. Any personal property left on the Illinois State Fairgrounds for ten days after Vendor is notified to remove such property shall be considered abandoned. The abandoned property will become Department's property and Department shall have sole discretion over the property's disposition.
  - n. Vendor shall submit a weekly sales report to Department at the end of each Market Day. Sales are confidential and only combined totals from all vendors are used for reporting purposes. These combined sales determine the future of the Illinois Products Farmers' Market.
11. **Release and Indemnity.** Vendor, 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, 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 operation of the concessions which are the subject of this agreement. Vendor 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 Vendor or of any employee, agent or representative of Vendor.
12. **Standard Certifications.** Vendor 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 Vendor 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. 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.
- a. As part of each certification, Vendor acknowledges and agrees that should Vendor 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 Vendor 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. Vendor 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 Vendor employs 25 or more employees, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Vendor is an individual, Vendor 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. Vendor certifies that neither Vendor 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.
  - f. Vendor 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. Vendor 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. Vendor 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. Vendor 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.
13. **Taxpayer Identification Number.** This information is used by Department to verify Vendor's identity and/or to submit past-due payment to the Comptroller's Offset System for collection. Vendor certifies that the number below is Vendor's correct taxpayer identification number. *If you are a sole proprietor, write the owner's name on the name line followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*
- a. **Name:** \_\_\_\_\_
  - b. **Business Name:** \_\_\_\_\_
  - c. **Taxpayer Identification Number (EIN/FEIN/SSN):** \_\_\_\_\_
  - d. **Legal Status (check appropriate box):**
    - Individual/Sole Proprietor/Single Member LLC
    - Corporation
    - Partnership
    - Limited Liability Company
    - Trust/Estate
    - Other type of entity, list here: \_\_\_\_\_
14. **Termination/Breach.** Any breach of this contract by Vendor, including the failure of Vendor to totally and satisfactorily perform as specified herein, is cause for forfeiture by the Vendor 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. Vendor may terminate this Contract upon 30 days written notice to Department.

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

**VENDOR**

**DEPARTMENT OF AGRICULTURE**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

**Director**

Street Address \_\_\_\_\_

by \_\_\_\_\_

**Legal Counsel**

City, State, Zip \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_