

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE
2022 FREE ENTERTAINMENT CONTRACT**

THIS AGREEMENT, entered into by and between, **Benjamin Smith**
hereinafter called the Vendor, and the State of Illinois, acting by and through the Illinois Department of Agriculture,
hereinafter called the Department. The parties agree as follows:

1. **SERVICE/PRODUCT:** Vendor agrees to provide Free Entertainment to fairgoers during the Illinois State Fair and any other related duties that may be assigned. Entertainment may be assigned as Roving and/or on Stages as indicated below:

- a. Name of Act: **Loud Library**
b. Contact Person for Act: Benjamin Smith
c. Contact Address: 3035 W Wisconsin Ave
Milwaukee, WI 53208

d. Location of Performance: Illinois State Fairgrounds, 801 E Sangamon Avenue
Springfield, IL 62702

- e. Performance Information:

	DATE(s)	TIME(s)	STAGE NAME
1st	Friday, August 12, 2022	3:30p-5:30p	Apex Stage
2nd			
3rd			
4th			
5th			
6th			
7th			

- f. Report to: Kim Hart (all stages except Kids Korner) OR Space Rental Manager (Kids Korner)
g. Stage Provisions: Sound, Lights and Stagehand will be provided by Department.
h. Adjustments to Performance: The hours of performance, length, and number of performances per day may be adjusted by Department. Department has sole authority and discretion over whether to release Vendor from performance due to inclement weather. Vendor agrees to provide a "PG" rated performance.

2. **COMPENSATION:** Total payment to Vendor shall be **\$175**

- a. Payment Type and Timing: Payment will be made via State of Illinois check. All efforts will be made to issue check to Vendor after last performance; though circumstances may require the check be mailed to Vendor after last performance. This will not be considered a late payment.
b. Admission and Parking: Vendor shall request, and Department shall issue at no cost, admission tickets and parking passes ("credentials") for PERFORMERS ONLY. Credentials will be mailed to address noted above prior to performance date. Credentials for family, friends, guests and any other non-performers, will not be issued by Department pursuant to this contract. Vendor certifies its credential requests are for performing members only. Department reserves the right to verify number of performers and number of credentials, and deduct the cost of excess credentials from Vendor's final check.
c. Vendor must submit a signed W9 with this contract for the Department to be able to process payment.
d. Department shall not pay Vendor for any services performed or expenses incurred prior to the term below.

3. **TERM:** The term of this contract shall be: **August 12, 2022**

DEPARTMENT OF AGRICULTURE – ILLINOIS STATE FAIR – ADDITIONAL TERMS AND CONDITIONS

1. **Assignment/Subcontracting.** This Contract shall not be assigned (in whole or in part).
2. **Audit/Maintenance of Records.** Vendor shall maintain books and records related to the performance of this contract. Department reserves the right to audit Vendor's books and records pertaining to this contract. Vendor shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by Department and the Auditor General; and Vendor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.
3. **Availability of Appropriation/Sufficiency of Funds.** 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 or further payment being required, if (i) sufficient funds for this Contract 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 Vendor of any such funding failure and its election to terminate or suspend this Contract 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. This Contract may be terminated, in whole or in part, by Vendor without advance notice pursuant to a funding failure and Vendor may suspend this Contract, in whole or in part, pursuant to a funding failure.
4. **Background Check.** Department may conduct background checks of Vendor or Vendor's officers, employees, or agents who would directly supervise or physically perform the contract requirements at State facilities. Vendor, or any such officer, employee, or agent deemed unsuitable by Department shall be replaced immediately.
5. **Comptroller Filing Notice.** Whenever applicable, in order to process payment, a copy of this Contract and any modification and/or cancellation is required to be filed by Department with the State Comptroller.
6. **Confidentiality/Work Product.** Any documents or information obtained by the Vendor from Department in connection with this Contract shall be kept confidential and shall not be provided to any third party. All work products produced pursuant to this contract, including, but not limited to, documents, reports, information, documentation of any sort of ideas, whether preliminary or final, shall become and remain the property of Department. Department shall have the right to use all such work product without restriction or limitation and without further compensation to Vendor. Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, data, information, media, software, or know-how obtained from the State except in performance of this contract. Nothing herein shall be construed as precluding the use of any data or information independently acquired by Vendor without such limitation.
7. **Controlling Law/Compliance with Law.** 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 ordinances, and regulations. Any claim against Department arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). Department shall not enter into binding arbitration to resolve any contract dispute. Department does not waive sovereign immunity by entering into this Contract. Vendor shall obtain all licenses/permits required under Federal, State, county or local laws, ordinances or regulations necessary to fulfill Vendor's responsibilities under this Contract and shall supply Department with proof of such upon request. 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. To the extent that any of these terms contradict those provided elsewhere in the Contract between Vendor and Department, including any contract or rider proposed by Vendor, these terms shall control.
8. **Force Majeure.** Should the State Fair or a portion of the Fair or 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.
9. **Independent Status/Taxes.** Vendor is an independent contractor and shall maintain sufficient supervision and control over the services Vendor provides under this Contract. Vendor is responsible for the collection and payment of all taxes applicable to this Contract, and shall remit same to the proper collecting authorities in accord with the applicable law or regulations.

10. **Modification by Operation of Law/Amendments.** This Contract is subject to modifications as may be required by changes in State law or applicable regulations. Any such required modification shall be incorporated into and be part of this Contract as if fully set forth herein. Department shall timely notify Vendor of any pending implementation of any such regulations of which it has notice. Any amendments aside from the aforementioned modifications must be in writing and signed by all parties.
11. **Release/Indemnification.** Vendor 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 Vendor, its employees, and agents in the performance of the contract. Department assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on this contract or use of Vendor provided supplies or services.
12. **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. In the event of a termination absent a breach, Vendor shall be entitled to a prorated portion of the contract amount based on the services performed by Vendor up to the date of termination.
13. **Standard Certifications.** Vendor acknowledges and agrees that compliance with this subsection in its entirety is a material requirement of this contract. By executing this contract Vendor certifies compliance with this subsection and is under a continuing obligation to remain in compliance and report any non-compliance. As this is a contract for an expenditure necessary to provide artistic or musical services, performance, or theatrical productions held at a venue operated by the State, it is exempt from the Procurement Code (30 ILCS 500/1-12(a)) and many Standard Certifications have been omitted accordingly.
 - a. Vendor acknowledges and agrees that should Vendor 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, Vendor 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.
 - 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. Vendor, 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 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.

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- 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 and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors 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.
14. **Insurance.** Vendor must provide Department a Certificate of Insurance listing the Department of Agriculture, its Director, Officers, employees, and agents listed as additional insureds. Vendor shall maintain Public Liability insurance in the minimum amounts of \$300,000 per person, \$500,000 per occurrence, and \$50,000 property damage, against all claims arising out of or in connection with the provision of the services which are the subject of this contract. Vendor must have Workers’ Compensation Insurance in the amount required by law and provide proof of such on request. Public Liability insurance may not be required of all Vendors. If it is not required for this contract, Department’s legal counsel will write N/A and initial on this line: _____.

Department and Vendor sign and execute this Contract on the day and year set forth below. Vendor acknowledges that the individual signing below is authorized to execute this Contract and such signature constitutes the acceptance of the Contract.

VENDOR NAME

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE**

Signature _____

Signature _____

Director, Jerry Costello II

Name (Print) _____

Street Address _____

by _____

Legal Counsel

City, State, Zip _____

Date _____

Date _____

Phone _____

Email _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.