

# EXPO GARDENS RENTAL AGREEMENT 2022

THIS AGREEMENT MADE THIS, 24<sup>TH</sup> DAY OF JUNE 2022 BY AND BETWEEN EXPOSITION GARDENS, INC. OF PEORIA, ILLINOIS, HEREINAFTER CALLED THE OWNER, AND HEREINAFTER CALLED THE LICENSEE: PEORIA FIRE DEPARTMENT, CITY OF PEORIA, 505 NE MONROE ST, PEORIA, IL 61603

**WITNESSETH:** THAT FOR AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS AND THE PAYMENTS OF MONEY HEREINAFTER MENTIONED TO BE PERFORMED AND PAID BY THE LICENSEE, AND ON CONDITION THAT SAID LICENSEE SHALL FAITHFULLY PERFORM ALL THE AGREEMENTS HEREIN CONTAINED ON THE RESPECTIVE DATES AND IN THE MANNER HEREINAFTER SPECIFIED, SAID OWNER HEREBY GRANTS TO SAID LICENSEE, THE RIGHT TO USE THE PORTION OF THE PREMISES AND BUILDING LOCATED IN PEORIA, ILLINOIS, KNOWN AS:

**YOUTH BUILDING** AND ALL NECESSARY HALLS AND PASSAGEWAYS LEADING TO AND FROM THE SAME, ALSO PARKING PRIVILEGES AND UPON THE DAY AND BETWEEN THE HOURS AS FOLLOWS WITHOUT RIGHT TO THE LICENSEE TO ASSIGN, SUBLET OR TRANSFER ANY RIGHTS OR PRIVILEGES HEREIN CONFERRED UPON IT WITHOUT THE CONSENT OF THE OWNER.

**COMMENCEMENT:** 2022, SEE ANNUALLY UPDATED ATTACHMENT OF AGREED & APPROVED SPECIFIC DAYS/TIMES

**TERMINATION:** ANNUALLY UNTIL DECEMBER 31, 2031

**IN CONSIDERATION** OF THE FOREGOING, THE LICENSEE COVENANTS AND AGREES AS FOLLOWS:

- **FIRST:** IT SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR THE GOOD CONDUCT OF ALL PERSONS USING SAID PREMISES DURING THE CONTINUANCE OF THIS LICENSEE AND COVENANTS THAT SHOULD SAID PREMISES OR ANY OF THE PROPERTY OF THE OWNER BE DAMAGED BY THE ACT OR NEGLIGENCE OF SAID LICENSEE, ITS AGENTS, EMPLOYEES, PARTNERS, GUESTS OR THE PUBLIC, THAT IT WILL PAY TO THE OWNER ON DEMAND SUCH SUM AS MAY BE NECESSARY TO RESTORE THE PREMISES TO ITS PRESENT CONDITION.
- **SECOND:** THAT IT WILL NOT PERMIT OR SUFFER ANY USE OF THE PREMISES OTHER THAN AS HEREIN SPECIFIED, NOR PERMIT ANY ACT OR THE DELIVERY OF ANY ARTICLE OR SUBSTANCE TO BE BROUGHT INTO THE PREMISES WHICH SHALL IN ANY WAY INCREASE ANY INSURANCE RISK ON SAID PREMISES OR WHICH SHALL VIOLATE ANY POLICY OR POLICIES OF INSURANCE CARRIED BY THE OWNER ON SAID BUILDING OR ITS CONTENTS.
- **THIRD:** THAT NO CHANGE SHALL UNDER ANY CIRCUMSTANCES BE MADE IN THE LOCATION OF TELEPHONES, ELECTRIC LIGHT WIRES, CONDUITS, FIXTURES, LAMPS OR OTHER FIXTURES AND EQUIPMENT WITHIN SAID BUILDING UNLESS HEREIN PERMITTED AND SPECIFIED.
- **FOURTH:** LICENSEE WILL CONFORM TO THE RULES AND REGULATIONS FROM TIME TO TIME PRESCRIBED BY THE OWNER IN THE USE OF THE BUILDING AND WILL CONFORM TO ALL ORDINANCES, RULES AND REGULATIONS LAWFULLY IN FORCE, WHETHER BY THE CITY OR COUNTY, ITS POLICE, FIRE DEPARTMENT OR BY THE LAWS OF THE STATE OF ILLINOIS, OR BY ANY AGENCY OF THE STATE OF ILLINOIS, AND SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES REQUIRED BY LAW PERTAINING TO LICENSEE'S PROPOSED USE OF THE BUILDING.
- **FIFTH:** THAT THE DIRECTORS AND OFFICERS OF THE OWNER AND THEIR NOMINEES, SHALL AT ALL TIMES DURING THE CONTINUANCE OF LICENSEE'S USE OF THE BUILDING, HAVE FREE ACCESS THERETO, AND THE OWNER SHALL RETAIN THE KEYS TO THE PREMISES AT ALL TIMES.
- **SIXTH:** THAT IN THE EVENT SAID PREMISES SHALL BE DESTROYED OR SUBSTANTIALLY DAMAGED BY FIRE OR THE ELEMENTS, OR IN THE EVENT OF ANY CASUALTY OR ACT OF GOD, RIOT, OR ANY OTHER LIKE CONTINGENCY OCCURRING SO THAT SAID PREMISES CANNOT IN THE JUDGMENT OF THE OWNER BE OCCUPIED BY THE LICENSEE FOR THE USES AND AT THE TIME HEREIN SPECIFIED, THEN THE OWNER RESERVES THE RIGHT TO TERMINATE THIS LICENSE AND LICENSEE AGREES THAT ITS ONLY CLAIM UPON THE OWNER SHALL BE FOR THE REFUND OF ANY MONEYS PAID HEREUNDER FOR THE USE OF THE PREMISES SUBSEQUENT TO THE TERMINATION OF THIS LICENSE, AND LICENSEE HEREBY WAIVES ANY CLAIM FOR DAMAGES OR COMPENSATION OTHER THAN SUCH RETURN OF CHARGES IN THE EVENT SAID LEASE SHALL BE SO TERMINATED.
- **SEVENTH:** THAT IN THE EVENT THAT OWNER FILES ANY ACTION UNDER U.S. CODE CHAPTER 11 OR TAKES SIMILAR COMMON LAW ACTION OR SAID PREMISES SHALL BECOME UNOCCUPIED BY THE OWNER, INACCESSIBLE TO THE OWNER, NO LONGER UNDER THE OWNERSHIP OF THE OWNER OR SO THAT SAID PREMISES CANNOT IN THE JUDGMENT OF THE OWNER BE OCCUPIED BY THE LICENSEE FOR THE USES AND AT THE TIME HEREIN SPECIFIED THEN THE OWNER RESERVES THE RIGHT TO TERMINATE THIS LEASE AND LICENSEE AGREES THAT ITS ONLY CLAIM UPON THE OWNER SHALL BE FOR THE REFUND OF ANY MONEYS PAID HEREUNDER FOR THE USE OF THE PREMISES SUBSEQUENT TO THE TERMINATION OF THIS LICENSE, AND LICENSEE HEREBY WAIVES ANY CLAIM FOR DAMAGES OR COMPENSATION OTHER THAN SUCH RETURN OF CHARGES IN THE EVENT SAID LEASE SHALL BE SO TERMINATED.
- **EIGHTH:** IT IS EXPRESSLY AGREED THAT IN NO EVENT WILL THE OWNER KEEP SAID PREMISES OPEN FOR THE USE OF THE LICENSEE, ITS GUESTS OR THE PUBLIC LATER THAN 10:00 P.M. AT ANY TIME, UNLESS OTHERWISE SPECIFIED. IF THE EVENT UNEXPECTEDLY EXTENDS PAST THIS TIME, ANOTHER DAY RENTAL FEE PLUS EMPLOYEE TIME SPENT ONSITE WILL BE ADDED TO THE FINAL INVOICE.

- **NINTH:** THE LICENSEE SHALL PAY AS RENTAL FOR SAID PREMISES AS FOLLOWS:

RENTAL NEEDS	COST STRUCTURE	COST	TOTAL COST
YOUTH BUILDING (DAYS UPDATED ON ANNUALLY APPROVED ATTACHMENT)	\$1500.00	ANNUAL RENTAL	\$1500.00 ANNUALLY 2022-2026
YOUTH BUILDING (DAYS UPDATED ON ANNUALLY APPROVED ATTACHMENT)	\$2000.00	ANNUAL RENTAL	\$2000.00 ANNUALLY 2027-2031
<b>TOTAL DUE AT TIME OF BOOKING EACH ANNUAL YEAR 2022-2026</b>			<b>\$1500.00</b>
<b>TOTAL DUE AT TIME OF BOOKING EACH ANNUAL YEAR 2027-2031</b>			<b>\$2000.00</b>
<b>TOTAL DUE AT TIME OF RENTAL COMPLETION</b>			<b>\$00.00 + OTHER EXPENSES</b>

- \* LICENSEE ALSO AGREES TO PAY \$40.00 PER HOUR, IF REQUIRED, FOR TIME EXPENDED BY OWNER EMPLOYEES IN SET UP AND CLEAN UP CHARGES .
- \* LICENSEES RESPONSIBILITY TO PAY PER HOUR, IF REQUIRED, FOR SECURITY PERSONNEL TO BE FURNISHED BY OWNER AND ALSO TO PAY ANY COSTS INCURRED BY OWNER IN PROVIDING ANY SPECIAL ELECTRICAL SERVICES REQUESTED BY AND FURNISHED TO LICENSEE .

- **TENTH:** LICENSEE SHALL INDEMNIFY AND SAVE OWNER HARMLESS FROM ALL LIABILITY OR EXPENSE RESULTING FROM ANY INJURY, LOSS OR DAMAGE TO LICENSEE OR ANY OTHER PERSON OR LICENSEE’S PROPERTY OR ANY OTHER PROPERTY RESULTING FROM LICENSEE’S USE OF THIS LICENSE. LICENSEE AGREES TO CARRY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE IN THE AMOUNT OF \$1,000,000. COMBINED SINGLE LIMIT, NAMING OWNER AS AN ADDITIONAL INSURED AND, PRIOR TO COMMENCEMENT OF THIS LICENSE, TO FURNISH OWNER A CERTIFICATE TO SHOW SUCH INSURANCE IN FORCE.
- **ELEVENTH:** LICENSEE AGREES NOT TO SELL, GIVE AWAY OR PERMIT ALCOHOLIC BEVERAGES ON THE PREMISES UNLESS LICENSEE SHALL CARRY DRAM SHOP INSURANCE IN A COMPANY SATISFACTORY TO THE OWNER IN THE AMOUNT OF NOT LESS THAN \$50,000 FOR EACH PERSON INJURED, \$100,000 FOR MORE THAN ONE PERSON, \$100,000 FOR PROPERTY DAMAGE AND \$100,000 FOR LOSS OF SUPPORT. OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED THEREON AND, PRIOR TO THE COMMENCEMENT OF THIS LICENSE, LICENSEE SHALL FURNISH OWNER A CERTIFICATE TO SHOW SUCH INSURANCE IS IN FORCE. LICENSEE SELLING ALCOHOLIC BEVERAGES MUST SECURE A TEMPORARY LIQUOR LICENSE AND FURNISH A COPY OF THE LICENSE TO THE OWNER.
- **TWELVETH:** ALL OF THE PROVISIONS OF THIS LICENSE AGREEMENT SHALL BE CONSIDERED CONDITIONS TO THE GRANTING OR CONTINUANCE OF SUCH LICENSE AND OWNER SHALL HAVE NO OBLIGATION TO OPEN THE BUILDING WHILE LICENSEE IS IN DEFAULT IN FULFILLING ANY OF SUCH PROVISIONS AND IF BREACHED AFTER THE OPENING OF THE BUILDING, OWNER SHALL HAVE THE RIGHT TO TERMINATE THE LICENSE WITHOUT ANY NOTICE TO LICENSEE AND CLOSE THE BUILDING. LICENSEE AGREES TO PAY ALL COSTS, ATTORNEYS’ FEES AND EXPENSE INCURRED BY OWNER ENFORCING THE TERMS HEREOF.
- **THIRTEENTH:** AN INHERENT RISK OF EXPOSURE TO COVID-19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. COVID-19 IS AN EXTREMELY CONTAGIOUS DISEASE THAT CAN LEAD TO SEVERE ILLNESS AND DEATH . BY RENTING EXPOSITION GARDENS, INC., LICENSEE ASSUMES ALL EXPOSURE RISKS AND MUST ADHERE TO CURRENT MANDATES AND REGULATIONS RELATED TO COVID-19.

WITNESS WHEREOF THE OWNER AND LICENSEE HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE OF THE DAY AND YEAR FIRST ABOVE WRITTEN .

EXPOSITION GARDENS, INC., OWNER PO BOX 3334, PEORIA, IL 61612

By: *Erica B. Abenrota*

DATE: JUNE 24, 2022

TITLE: PRESIDENT, BOARD OF DIRECTORS

LICENSEE: PEORIA FIRE DEPARTMENT, CITY OF PEORIA, 505 NE MONROE ST, PEORIA, IL 61603

By: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## EXHIBIT 1 – POTENTIAL ADDITIONAL COSTS

ADDITION AMENITIES / COSTS		COST STRUCTURE	COSTS
1A	LIVESTOCK/EXHIBIT BARN	PER DAY	\$250.00
B	ADDITIONAL BUILDING	PER DAY	\$425.00
2	ARENA WASHDOWN AREA - WATER	PER EVENT	\$250.00
3	ISSUES WITH ARENA WATER PIPE BURST	PER EVENT	TBD
4	OUTSIDE FOOD VENDOR FEE	PER EVENT	\$200.00
5	OUTSIDE BEVERAGE VENDOR FEE	PER EVENT	\$50.00
6	OUTSIDE ELECTRICAL HOOK UP FEES	PER EVENT	SEE ELECTRICAL COST CHART
7	FENCING	PER EVENT	TBD
8	GARBAGE	PER EVENT	TBD
9A	SOUND (INTERNAL SYSTEM)	PER EVENT	\$50.00
B	SOUND (EXTERNAL SYSTEM)	PER EVENT	TBD
10	SECURITY	PER EVENT	TBD
11	SKID STEER RENTAL	PER HOUR	\$40.00
12	LABOR	PER HOUR	\$40.00
13	AVAILABLE AMENITIES	PER ITEM	SEE AMENITY CHART BELOW

1. A. ANY LIVESTOCK/EXHIBIT BARN USED BY ANY PARTICIPANT OF THE SHOW, OTHER THAN THE ONES ALREADY SPECIFIED IN THIS AGREEMENT, WILL BE CHARGED AT **\$250.00/DAY** FOR ALL DAYS USED
- B. ANY OTHER BUILDING NOT CURRENTLY LISTED ON THIS AGREEMENT MAY BE ADDED, IF AVAILABLE AND AGREED UPON BY BOTH PARTIES, FOR THE CURRENT RENTAL FEE
2. THE WATER AT THE ARENA CAN BE TURNED ON AND OFF FOR A FLAT FEE
3. IF WATER IS TURNED ON AND THERE ARE ISSUES WITH ANY WATER PIPES CAUSED DURING OR DUE TO THIS EVENT, THE LICENSEE WILL BE RESPONSIBLE FOR ANY AND ALL REPAIR COSTS
4. ANY LICENSEE THAT ALSO BRINGS AN OUTSIDE FOOD VENDOR WILL BE CHARGED A FLAT FEE FOR EACH VENDOR PER EVENT AND BE RESPONSIBLE TO ENSURE THAT VENDOR:
  - MEETS ALL RULES AND REGULATIONS SET FORTH BY THE PEORIA COUNTY HEALTH DEPARTMENT
  - FOLLOWS ALL ESTABLISHED RULES AND GUIDELINES SET FORTH IN THIS AGREEMENT
 ANY LICENSEE THAT ALSO BRINGS AN OUTSIDE FOOD VENDOR WILL BE CHARGED A FLAT FEE FOR EACH VENDOR PER EVENT AND BE RESPONSIBLE TO ENSURE THAT
5. VENDOR:
  - MEETS ALL RULES AND REGULATIONS SET FORTH BY THE PEORIA COUNTY HEALTH DEPARTMENT
  - FOLLOWS ALL ESTABLISHED RULES AND GUIDELINES SET FORTH IN THIS AGREEMENT
 ANY AND ALL ELECTRICAL HOOK UPS ON THE EXPOSITION GARDENS GROUNDS WILL BE CHARGED BASED ON THE FOLLOWING CHART. ANY HOOK-UP FEES NOT
6. COLLECTED DURING THE EVENT WILL BE ADDED TO THE FINAL CHARGED INVOICE AND THE RESPONSIBILITY OF THE LICENSEE .

AMPERAGE	VOLTAGE	COST PER HOOK UP
30A	110v	\$100.00
30A	240v	\$155.00
60A	240v	\$250.00
100A	240v	\$355.00

7. FENCING – AVAILABLE ON REQUEST
8. GARBAGE – DETERMINED BASED ON NEED, TRASH OR COMPOST DUMPSTERS (APPROXIMATE COST FOR LIVESTOCK SHOW IS **\$400.00**)
9. A. INTERNAL SOUND SYSTEM: INTERNAL SYSTEM RENTS FOR **\$50.00** PER EVENT
- B. EXTERNAL SOUND SYSTEM: EXPO PARTNERS WITH A VENDOR THAT HOUSES SOUND SYSTEMS ON THE GROUNDS AND IS BASED ON NEED
10. SECURITY – REQUIRED WHEN ALCOHOL IS BEING SOLD AT THE EVENT, OR UPON REQUEST BY THE LICENSEE
11. EXPOSITION GARDENS SKID STEER IS AVAILABLE FOR AN EVENT RENTAL FOR **\$40.00/HOUR**, BUT CAN ONLY BE OPERATED BY EXPO GARDENS PERSONNEL EXPOSITION
12. GARDENS LABOR COSTS FOR SET UP OR CLEAN UP ARE CHARGED AT **\$40.00/HOUR** AND ADDED TO THE FINAL INVOICE
13. AMENITIES AVAILABLE ON REQUEST, BASED ON AVAILABILITY

AMENITY	COST STRUCTURE	COST
DINING /BANQUET TABLES (6FT.)	PER TABLE/DAY	\$3.00
TRADE TABLES (8 FT.)	PER TABLE/DAY	\$4.50
CHAIRS	PER CHAIR/DAY	\$1.00
STAGE	PER EVENT	\$200.00
BLEACHERS	PER BLEACHER SET/DAY	\$20.00