

**RESOLUTION 2021-032**

**PASSED: APRIL 12, 2021**

**AUTHORIZING A SPECIAL EVENT AGREEMENT WITH DEKALB CORN FEST, INC. FOR THE 2021 CORN FEST.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government which may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City received a request from DeKalb Corn Fest, Inc. for the approval of a Special Event Agreement (the "Agreement") pertaining to the conduct of the 2021 Corn Fest within the City's Central Business District; and

**WHEREAS**, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City's corporate authorities approve the Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and further authorize and direct the Mayor or City Manager to execute the Agreement, and for City staff to undertake all actions necessary to effectuate the conduct of the event and provide staff support to enable the same, inclusive of the provision of City staffing, resources, and expenditure of City funds.

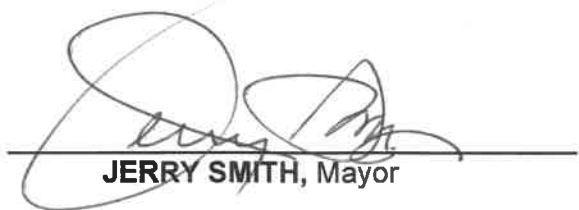
**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12<sup>th</sup> day of April 2021 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**



**RUTH A. SCOTT**, Executive Assistant



**JERRY SMITH**, Mayor



**EXHIBIT A  
(SPECIAL EVENT AGREEMENT)**

## DeKalb Corn Fest 2021 Agreement

This Agreement is made and entered into this 12<sup>th</sup> day of April, 2021 by and among **DeKalb Corn Fest, Inc.** of DeKalb, Illinois (hereinafter referred to as “**DCF**”), and the **City of DeKalb**, an Illinois municipal corporation (hereinafter referred to as “**CITY**”).

**WITNESSETH: WHEREAS DCF**, a 501c6 corporation, is the official and sole sponsor of DeKalb Corn Fest located in DeKalb, Illinois; and as such sponsor has the authority to enter into an agreement for the provision of services at said festival;

**WHEREAS**, the DeKalb Corn Fest will be held on public rights of way within Downtown DeKalb, Illinois, permission is granted for the closure of several streets and parking lots; and

**WHEREAS**, the DeKalb Corn Fest will be held at a location in Downtown DeKalb, Illinois, as reflected on the attached Exhibit A (hereinafter referred to as “the Premises”); and

**WHEREAS**, **DCF** wishes to use a portion of the Premises to operate a Soundstage Area (hereinafter referred to as the “**SOUNDSTAGE AREA**”) during the DeKalb Corn Fest; and

**WHEREAS**, the **CITY** has agreed to allow **DCF** to use a portion of the Premises only for the above-stated reason and subject to the conditions set forth below;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth below, the parties hereto do hereby agree as follows:

### **1. USE OF CITY RIGHT OF WAY – STREET CLOSURES.**

The **CITY** will close Lincoln Highway / Illinois Route 38 between First Street and Fourth Street from 4:00 p.m. Thursday, August 26, 2021 to 10:00 p.m. Sunday, August 29, 2021.

The **CITY** will close Second Street and Third Street between the Union Pacific Railroad and Oak Street from 4:00 p.m. Thursday, August 26, 2021 to 10:00 p.m. on Sunday, August 29, 2021

The **CITY** will close Locust Street between First Street and Third Street from 4:00 p.m. Thursday, August 26, 2021 until 10:00 p.m. Sunday, August 29, 2021.

The **CITY** will close Locust Street between Third Street and Fourth Street from 10:00 p.m. Thursday, August 26, 2021 until 9:00 p.m. Sunday, August 29, 2021.

### **2. USE OF CITY RIGHT OF WAY – PARKING LOT CLOSURES.**

The **CITY** will close the Ellwood and Haish parking lots, located between Oak and Locust Streets off Second Street and Third Street for placement of the Corn Fest Carnival. The carnival will also be in the parking lots of Finch Funeral Home, DeKalb Public Library, and Frontier Communications. These parking lots will close at 6:00 p.m. Tuesday, August 24, 2021 and will remain closed until 7:00 a.m. Monday, August 30, 2021 for carnival set up and take down.

The **CITY** will close the Embree parking lot behind the DeKalb City Hall at 5:00 p.m. Thursday, August 26, 2021. A limited number of parking spaces will be open for customers of Barb City Bagel throughout Corn Fest. This parking lot will reopen at 9:00 p.m. Sunday, August 29, 2021.

**3. USE OF CITY RIGHT OF WAY – AGREEMENT AUTHORIZATION FOR USE OF “PREMISES” FOR SOUNDSTAGE AREA.**

**DCF is granted the use of a designated portion of the Premises to operate the 2021 DeKalb Corn Fest on August 27-29, 2021.**

DCF has previously applied and qualified for, and has received, a Non-Profit Special Event liquor license for the operation of the SOUNDSTAGE AREA. All restrictions applicable to such sales, by virtue of the representations made in the application for said license, by virtue of the license itself, or by virtue of the applicable regulations of the City of DeKalb or State of Illinois, shall be fully applicable to DCF's operations, and this Agreement shall not provide any deviation from said regulations.

The SOUNDSTAGE AREA shall be open to the public during the following hours: Friday, August 27, 2021 – 4:00 p.m. to 11:00 p.m.; Saturday, August 28, 2021 – 10:00 a.m. to 11:00 p.m.; and Sunday, August 29, 2021 – 10:00 a.m. to 9:00 p.m. On each day, DCF shall stop dispensing alcohol at the scheduled time of the SOUNDSTAGE AREA closure and is responsible for removing all patrons from the SOUNDSTAGE AREA no later than 20 minutes after closure on Friday and Saturday; Soundstage area will be vacated by 9:00 p.m. on Sunday, August 29, 2021. DCF is allowed to sell only beer, wine, and malt beverages, for consumption on the premises. No alcohol shall be permitted outside of the area comprising the combined SOUNDSTAGE AREA, backstage area or sponsor's tent.

**4. LOCATION AND TIME OF SET UP/REMOVAL.**

DCF shall be responsible for the set up and tear down of the SOUNDSTAGE AREA site. Additionally, DCF shall be responsible for the cost of all fencing and generators used in the SOUNDSTAGE AREA. DCF shall be allowed to begin set up of the SOUNDSTAGE AREA at a time to be determined by the City Manager. The City Manager shall determine Premises points of access for purposes of setup, delivery of materials and departure. DCF must have everything used to facilitate the SOUNDSTAGE AREA'S operation (including litter within the designated area) completely removed from said site at 9:00 p.m. on Sunday, August 29, 2021. The CITY may allow adjustment of the time frame if new fencing is utilized which could affect set up or removal.

**5. ASSIGNMENT AND/OR TRANSFER OF OBLIGATION.**

DCF may not assign or transfer this Agreement, or any interest therein, or any part thereof, without prior written consent of the CITY.

**6. RIGHT TO USE A DESIGNATED AREA OF PREMISES.**

DCF shall have the right to use a designated area of the Premises in which to stage the SOUNDSTAGE AREA, as depicted on the site map attached hereto as Exhibit B. No boring, drilling or driving stakes or supports of any kind shall be permitted into asphalt, paved or concrete areas. All of the temporary power equipment, lines, etc. will be inspected by the CITY'S Code Enforcement Personnel. All electrical equipment utilized by DCF shall be grounded in accordance with locally adopted ordinance requirements. DCF shall not use any electrical equipment supplied by the CITY for any use other than what is necessary to operate the SOUNDSTAGE AREA.

**7. LIQUOR DISTRIBUTOR.**

DCF shall be responsible for the negotiation and procurement of a Liquor Distributor, in accordance with applicable laws.

**8. SPONSORSHIP.**

All sponsorships of any kind and in any way associated with the SOUNDSTAGE AREA, from any source, monetary or otherwise, are the sole property of DCF. The DCF sponsorship tent will be located near the SOUNDSTAGE AREA. The sponsor tent will be manned by DCF and will be covered under the liquor license and DRAM insurance of DCF.

**9. BEVERAGE TICKETS AND PAYMENT TO DCF.**

All beverage tickets for beverages to be purchased and consumed in the SOUNDSTAGE AREA shall be issued by DCF. The size and price structure for all SOUNDSTAGE AREA beverage sales shall be determined by and DCF in accordance with Chapter 38 of the DeKalb Municipal Code. In accordance with the City of DeKalb Municipal Code Chapter 60, Restaurant, Bar, and Package Liquor tax, subsection 60.02 Imposition of Tax, the DCF is not required to pay Restaurant and Bar tax due to its non-profit status and limited timeframe of liquor sales. In addition, DCF will make a presentation, which overviews the 2021 Corn Fest to the City Council at their October 25, 2021 meeting.

**10. LICENSURES.**

DCF shall pay for all licenses, permits, fees or other similar authorizations or charges under state, federal, or local laws insofar as they are necessary to exercise the privileges extended to DCF under the terms of this Agreement. Further, DCF agrees to abide by all applicable federal, state and local laws and regulations of public agencies with jurisdiction over the activities of the SOUNDSTAGE AREA.

DCF shall comply with all regulations, rules or restrictions established by the Premises Manager. DCF shall also comply with all regulations applicable to the operation of any motor vehicle associated with the festival. In addition, all DCF personnel shall follow and adhere to the direction provided by any City personnel acting in the performance of their official duties, including but not limited to the City's public works department, police department or fire department. Further, DCF shall adhere to the direction of the City to suspend or terminate sale of alcoholic beverages in compliance with the applicable provisions of Chapter 38 of the City Code of Ordinances.

**11. ENTRY INTO SOUNDSTAGE AREA.**

DCF will be responsible for controlling access to the SOUNDSTAGE AREA, and for controlling the sale and distribution of alcoholic beverages within. No person under the age of 12 shall be permitted into the SOUNDSTAGE AREA without an adult or legal guardian. Persons between the ages of 12 and 20 may enter the SOUNDSTAGE AREA without an adult or legal guardian but shall not be served nor permitted to consume any alcoholic beverage. Persons 21 or older may be served alcoholic beverages, in compliance with all applicable local and state regulations, after DCF has verified their ages. DCF shall require persons 21 or older to wear a wristband indicating that they are 21 years of age or older. Persons who are purchasing or consuming alcohol must be wearing these wristbands, or they cannot be served and will be asked to leave.

A different colored wristband, or a specially designated three-day wristband, must be worn each day of the festival to ensure that the person entering has paid an entry fee for that day. DCF shall check the identification of every person entering the SOUNDSTAGE AREA with a wristband on, to confirm that no wristbands have been swapped or exchanged to persons under the age of 21. Signage stating these requirements shall be required and provided from DCF. All DCF personnel must abide by these rules, and DCF shall monitor all points of access and egress from the SOUNDSTAGE AREA. For purposes of City Ordinances, the Soundstage Area shall be deemed to be the licensed premises, and it shall not be unlawful to serve alcohol or to have an open container of alcohol within said area (provided that the person possessing or consuming alcohol is 21 years of age or greater). It shall be unlawful to permit any person to take any alcoholic beverage *outside of the SOUNDSTAGE AREA*.

## **12. ENTRY FEE.**

DCF shall have the right and authority to require an entry fee from patrons in order to enter the SOUNDSTAGE AREA. DCF shall be responsible for collecting the entry donation from all SOUNDSTAGE AREA patrons. The amount of the entry fee will be determined by DCF.

## **13. REST ROOM FACILITIES.**

DCF shall also be responsible for supplying an appropriate number of port-a-potties which will be located both inside and outside of the SOUNDSTAGE AREA parameters. The location of these will be at the discretion of the CITY.

## **14. SOUNDSTAGE AREA STAFFING.**

It is the responsibility of DCF to ensure that an appropriate level of staffing is secured in order to provide every SOUNDSTAGE AREA patron a safe and orderly environment. At all times during the festival that the SOUNDSTAGE AREA is operational, DCF will staff the SOUNDSTAGE AREA operations inside the parameters of the SOUNDSTAGE AREA with an appropriate and adequate number of staff members to ensure careful and reasonable monitoring of all alcohol consumption. DCF hereby acknowledges that their staff and/or volunteers will at all times respect the patrons enjoying the festival and will ensure that at no time shall any of the staff and/or volunteers consume alcoholic beverages while working on their shift as an active supervisor. In addition, DCF shall ensure that, at all times the SOUNDSTAGE AREA is operational; all liquor sales, consumption and liquor-related activities shall be monitored by at least one TIPS-trained liquor supervisor, who shall be responsible for oversight of the SOUNDSTAGE AREA. Any disputes, questions or concerns regarding the sale or distribution of liquor at the festival shall be determined by the TIPS-trained liquor supervisor, who shall be given the authority to prohibit any sale or distribution deemed by him or her to be inappropriate, and who shall also have the authority to terminate liquor sales or distribution at any time. Said liquor supervisor shall be made available to the City upon request at the festival.

## **15. WATER USAGE.**

The City of DeKalb Water Division will be responsible for providing garden-hose-sized connections for water use. The connections will be located at various fire hydrants or other water service connections throughout the area. The fire hydrants will be turned on at the start of the event by Water Division personnel and will be turned off at the end of the event by Water Division personnel. At no time will anyone other than Water Division Personnel will be permitted to operate the fire hydrant. In addition, the Water Division will not be responsible for providing

garden hoses, water tanks or other means of water transportation. The CITY agrees to provide the water at no cost for the duration of the event.

## **16. INDEMNIFICATION.**

DCF agrees to indemnify, defend and hold harmless the CITY, its agents, officers, representatives, consultants, attorneys, contractors, assigns and employees from and against any and all claims, causes of action, liability, loss, damages, costs and expenses, including but not limited to legal fees, attorneys' fees, and court costs, arising directly or indirectly out of, or in any way related to, any acts of DCF, its employees, agents, servants, subcontractors, licensees, or assignees. This clause shall survive the termination of this Agreement.

## **17. INSURANCE.**

DCF shall maintain general liability and dram shop insurance which will cover the operation of the SOUNDSTAGE AREA, a copy of which is attached as Exhibit C. DCF shall name the CITY as additional primary insured without right of subrogation on both insurance policies. DCF shall provide to the CITY a Certificate of Insurance for both policies no later than thirty (30) days prior to the festival. All required policies of insurance shall be provided by companies licensed to do business in the State of Illinois and have a minimum A rating in the "Best's Key Rating Guide." Policy minimums are as follows:

### Comprehensive General Liability

- a. Bodily Injury Liability and Property Damage Liability: DCF shall be insured for injury or wrongful death to any persons and for all damages arising out of injury or destruction of property for \$1,000,000 combined single limit.
- b. Liquor Liability: DCF shall be required to carry a minimum of \$1,000,000 of dram insurance. DCF will also have a "common law" endorsement on the policy.
- c. All said policies shall be endorsed to provide that they shall not be cancelled or materially changed without ten (10) days' prior written notice to the CITY. Further, DCF assumes all risk loss, damage or injury, by fire or otherwise, to persons or property, by reasons of the management, control or operation of the SOUNDSTAGE AREA by DCF and hereby releases the CITY, its officers, agents, assigns, representatives, consultants, attorneys, contractors and employees from any and all claims for such loss, damage or injury sustained by DCF or by any person whatsoever.

## **18. RESTRICTION ON VENDORS.**

DCF shall not allow any vendor which has an outstanding debt due to the CITY to participate in the festival and shall confirm a vendor list with the CITY at least two weeks prior to the festival, for purposes of complying with this requirement. All vendors shall comply with all applicable City rules and regulations, including but not limited to those pertaining to the collection and remittance of taxes and fees.

## **19. TERM OF AGREEMENT.**

This Agreement shall be for the period of the 2021 DeKalb Corn Festival. Notwithstanding the foregoing, any provision of this Agreement that relates to an ongoing obligation of DCF (e.g.

indemnification requirements) shall have a term not less than the applicable statute of limitation for any potential claim that could be filed, plus two years.

**20. NOTICE.**

Whenever any notice is required by this Agreement to be made, given or transmitted to the parties hereto, such notice shall be deemed to have been given if enclosed in an envelope with sufficient postage attached to insure delivery by certified mail, return receipt requested and deposited in the United States mail, addressed to:

**DeKalb Corn Fest, Inc.**  
Attention: Lisa Angel  
P.O. Box 948  
DeKalb, Illinois 60115

**City of DeKalb**  
Attention: City Manager's Office  
164 E. Lincoln Highway  
DeKalb, Illinois 60115;

or such other place as any party in writing shall designate.

**21. LICENSE TO UTILIZE PROPERTY.**

DCF shall be granted a license to utilize City-owned property for purposes of the event and may utilize fencing or other access control measures to restrict access to certain portions of the event, including but not limited to amusement/carnival rides, the soundstage area and liquor service areas. Within such area, DCF shall have the ability to grant or restrict access, and to prohibit persons from entry where such persons engage in unlawful or disruptive conduct.

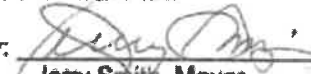
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**DEKALB CORN FEST, INC.**

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

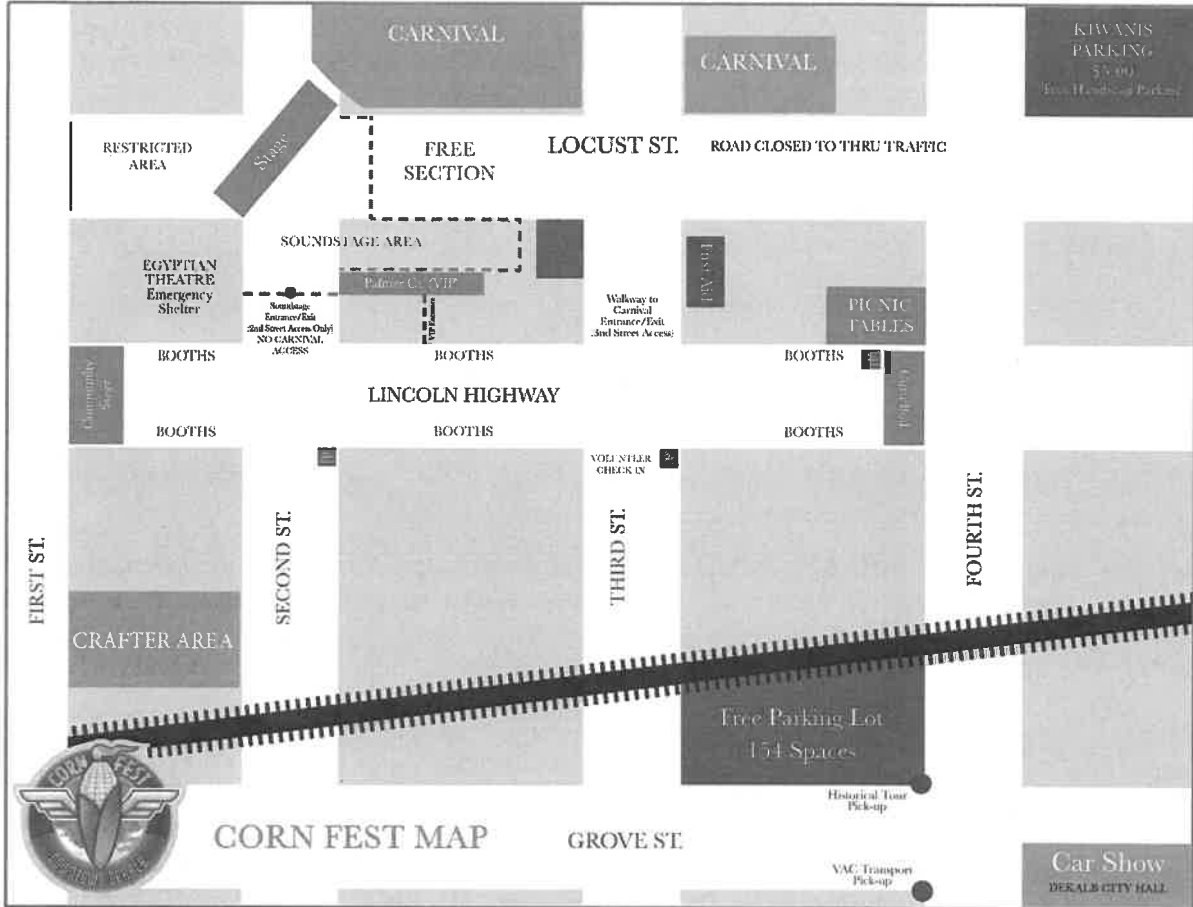
Print Name: Lisa Angel

**CITY OF DEKALB**

By:   
\_\_\_\_\_  
Jerry Smith, Mayor

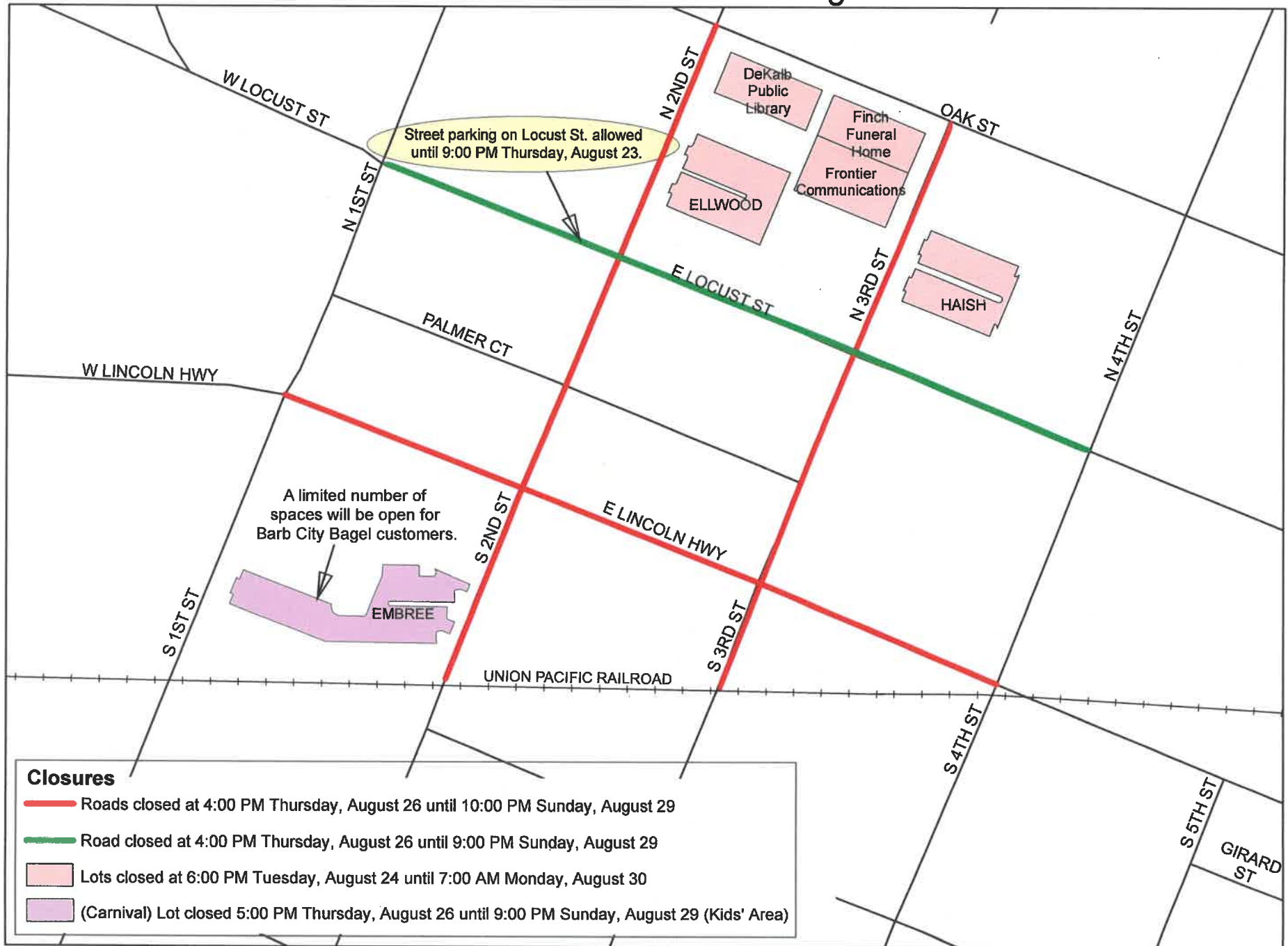


# EXHIBIT A 2021 SITE PLAN






**EXHIBIT B**  
**Street and Parking Lot Closure**

# Corn Fest 2021 - Street & Parking Lot Closures



**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

-  Certificate of Liability Insurance – IL Department of Transportation (*Pending*)
-  Certificate of Liability Insurance – IL Liquor Control Commission (*to be issued 90 days prior to the event*)
-  Certificate of Liability Insurance – City of DeKalb (*to be issued 90 days prior to the event*)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Caitlin Murin <b>PHONE (A/C, No, Ext):</b> 630-694-5462 <b>E-MAIL ADDRESS:</b> Caitlin_Murin@ajg.com	<b>FAX (A/C, No):</b> 630-285-4062
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Safety National Casualty Corporation	<b>NAIC #</b> 15105
<b>INSURED</b> City of DeKalb 164 E. Lincoln Highway DeKalb, IL 60115	<b>DEKALB0-01</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**                                      **CERTIFICATE NUMBER:** 1498774874                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLE4061845	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							SIR	\$ 100,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6675485	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Collision Ded	\$ 10,000/\$10,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XPE4061852	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 8,000,000
							AGGREGATE	\$ 8,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SP 4061847	1/1/2020	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The Illinois Department of Transportation is included as an additional insured with respect to the general liability coverage as evidenced herein as required by written contract pertaining to the 2021 DeKalb Corn Fest.

<b>CERTIFICATE HOLDER</b>  The Illinois Department of Transportation	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Crum-Halsted Agency Inc 2350 Bethany Road  Sycamore IL 60178	CONTACT NAME: Missy Gruben PHONE (A/C No, Ext): (815) 756-2906 FAX (A/C, No): (815) 756-2138 E-MAIL ADDRESS: mgruben@crumhalsted.com																					
<b>INSURED</b>  Dekalb Corn Fest, Inc PO Box 948  Dekalb IL 60115	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 50%;">INSURER A:</td> <td>West Bend Mutual Ins Co</td> <td style="text-align: center;">15350</td> </tr> <tr> <td>INSURER B:</td> <td>Illinois Casualty Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	West Bend Mutual Ins Co	15350	INSURER B:	Illinois Casualty Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES** **CERTIFICATE NUMBER:** 2021 **REVISION NUMBER:**

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A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0938595	08/03/2021	08/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
B	Liquor Liability			LL109763	08/27/2021	08/30/2021	Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DeKalb Cornfest August 27, 2021 to August 29, 2021  
 City limits of DeKalb, IL 60115  
 Illinois Dept of Transportation is additional insured in regards to General Liability.

<b>CERTIFICATE HOLDER</b>  Illinois Dept of Transportation 700 E Norris  Ottawa IL 61350	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right;"><i>Patrick E. Fagan</i></div>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crum-Halsted Agency Inc 2350 Bethany Road  Sycamore IL 60178	CONTACT NAME: Missy Gruben PHONE (A/C, No, Ext): (815) 756-2906 E-MAIL ADDRESS: mgruben@crumhalsted.com	FAX (A/C, No): (815) 756-2138
	INSURER(S) AFFORDING COVERAGE	
INSURED  Dekalb Corn Fest, Inc PO Box 948  Dekalb IL 60115	INSURER A: West Bend Mutual Ins Co	
	INSURER B: Illinois Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2021 REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0938595	08/03/2021	08/03/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / <input type="checkbox"/> N				OT-H-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			LL109763	08/27/2021	08/30/2021	Occurrence Limit \$1,000,000
							Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance  
 RE: DeKalb Corn Fest  
 August 27, 2021 to August 29, 2021  
 210 E. Locust St. DeKalb, IL 60115

**CERTIFICATE HOLDER****CANCELLATION**

Illinois Liquor Control Commission 100 W Randolph Ste 7-801  Chicago IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2021

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**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Crum-Halsted Agency Inc 2350 Bethany Road Sycamore IL 60178		<b>CONTACT NAME:</b> Missy Gruben <b>PHONE (A/C, No, Ext):</b> (815) 756-2906 <b>E-MAIL ADDRESS:</b> mgruben@crumhalsted.com <b>FAX (A/C, No):</b> (815) 756-2138	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> West Bend Mutual Ins Co	<b>NAIC #</b> 15350
<b>INSURED</b>		<b>INSURER B:</b> Illinois Casualty Company	
Dekalb Corn Fest, Inc PO Box 948 Dekalb IL 60115		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2021      **REVISION NUMBER:**

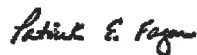
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0938595	08/03/2021	08/03/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		Y					MED EXP (Any one person)	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PERSONAL & ADV INJURY	\$ 1,000,000
OTHER:		GENERAL AGGREGATE		\$ 2,000,000					
		PRODUCTS - COMP/OP AGG		\$ 2,000,000					
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$	
B	Liquor Liability			LL109763	08/27/2021	08/30/2021	Occurrence Limit	\$1,000,000	
							Aggregate Limit	\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DeKalb Cornfest August 27, 2021 to August 29, 2021, 210 E Locust St, DeKalb, IL  
 Certificate Holder is an additional insured in regards to General Liability. Coverage afforded is primary and non contributory. Waiver of subrogation applies in regards to General Liability. 10 days notice of cancellation will be given to certificate holder.

**CERTIFICATE HOLDER****CANCELLATION**

City of DeKalb 164 E Lincoln Hwy DeKalb IL 60115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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