

RESOLUTION 2014-034 Passed: June 9, 2014


AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO ENTER INTO AN AGREEMENT WITH DEKALB CORN FEST, INC. TO HOLD THE ANNUAL CORN FESTIVAL AUGUST 29-31, 2014.



THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

SECTION ONE. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to execute an agreement with DeKalb Corn Fest, Inc. to host the annual Corn Festival August 29-31, 2014, a copy of which is attached hereto and made a part thereof as Exhibit "A," subject to such changes as shall be acceptable to the Mayor on the advice of the City Manager.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting held on the 9th day of June, 2014, and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 5-0-3 on Consent Agenda. Aye: Finucane, Snow, Naylor, O'Leary, Rey. Absent: Jacobson, Lash, Baker.

ATTEST:


ELIZABETH E. PEERBOOM, City Clerk



JOHN A. REY, Mayor

**DeKalb Corn Fest
2014 Agreement**

This Agreement is made and entered into this 9th day of June, 2014, by and among **DeKalb Corn Fest, Inc.** of DeKalb, IL (hereinafter referred to as "DCF"), and the **City of DeKalb**, an Illinois municipal corporation (hereinafter referred to as "CITY").

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

WHEREAS, 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");

WHEREAS, the 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,

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

1) **AGREEMENT AUTHORIZATION-** DCF is granted the use of a designated portion of the Premises to operate the 2014 DeKalb Corn Fest on August 29-31, 2014.

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 29, 2014 – 3:00 p.m. to 11:00 p.m.; Saturday, August 30, 2014 – 10:00 a.m. to 11:00 p.m.; and Sunday, August 31, 2014– 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. DCF is allowed to sell only beer, wine, malt beverages, and mai tais, provided that the cost for a mai tai shall not be less than \$1.00 per ounce (before taxes) of alcohol. Mai Tais shall be sold at a price of \$5.00 for a 16 ounce glass, \$6.00 for a 20 ounce glass, \$9.00 for a 20 ounce souvenir mug, and \$8.00 for a refill of said souvenir mug. No alcohol shall be permitted outside of the area comprising the combined SOUNDSTAGE AREA, back stage area or sponsor's tent.

2) **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 11:00pm on Sunday, August 31, 2014. The **CITY** may allow adjustment of the time frame if new fencing is utilized which could affect set up or removal.

3) **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**.

4) **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 A. 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. DCF shall not use any electric equipment from the Premises to power any type of recreational vehicle.

5) **LIQUOR DISTRIBUTOR** – DCF shall be responsible for the negotiation and procurement of a Liquor Distributor, in accordance with applicable laws.

6) **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**.

7) **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.

DCF shall require the liquor distributor to provide the Treasurer of **DCF** with a detailed copy of the statement submitted to DCF for all products distributed at the SOUNDSTAGE AREA; a copy of this statement shall be provided to the City within 30 days of the event.

8) **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.

9) **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 can not 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*.

10) **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.

11) **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.

12) **SOUNDSTAGE AREA STAFFING** - It is the responsibility of DCF to insure 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 will at all times respect the patrons enjoying the festival and will ensure that at no time shall any of the staff consume alcoholic beverages while working. 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.

13) **WATER USAGE** – DCF shall be responsible for securing the necessary permits and appurtenances from the **CITY** for the use of portable water to be utilized in clean up efforts at the SOUNDSTAGE AREA.

14) **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.

15) **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 B. 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.

16) **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.

17) **TERM OF AGREEMENT.** This Agreement shall be for the period of the 2014 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.

18) **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:


DCF Treasurer, Board of Directors, DeKalb Corn Fest, Inc. 1586 Barber Greene Road, DeKalb, IL 60115

City of DeKalb, Legal Department, 200 S. Fourth Street, DeKalb, IL 60115;

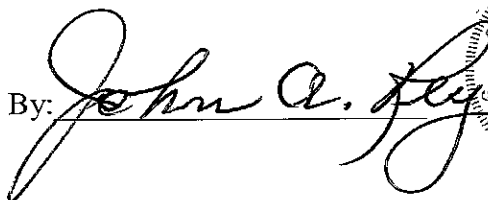
or such other place as any party in writing shall designate.

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

DEKALB CORN FEST, INC..

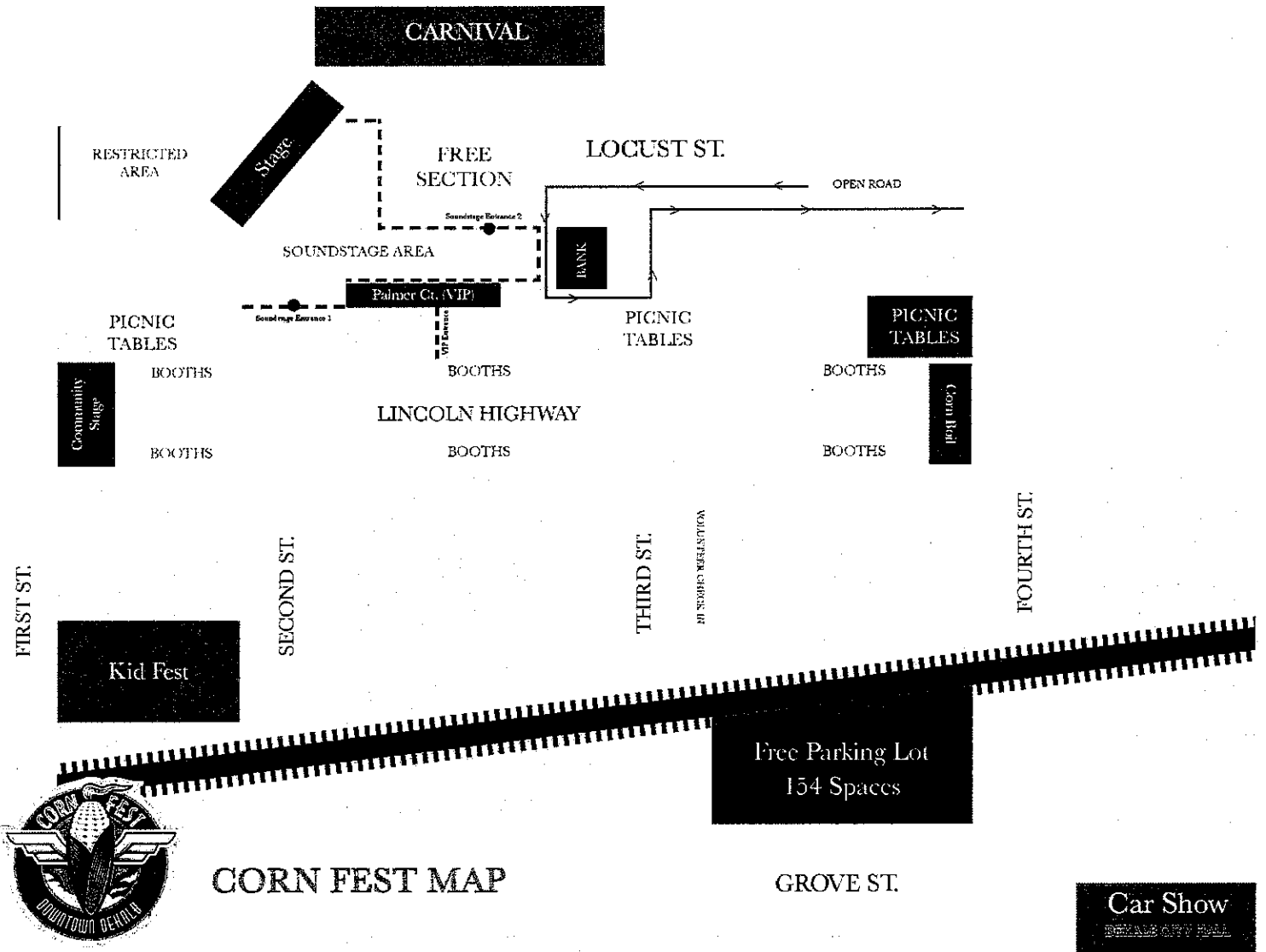
By: 
Chairperson

CITY OF DEKALB

By:  

John Rey, Mayor

EXHIBIT A SITE PLAN



CORN FEST MAP

**EXHIBIT B
CERTIFICATES OF INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2014

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 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: Chris Fidler, CISR PHONE (A/C No. Ext): (815) 756-2906 FAX (A/C No.): (815) 756-2138 E-MAIL ADDRESS: cfidler@crumhalsted.com
INSURED DEKALB CORN FEST, INC 1586 BARBER GREENE RD DEKALB IL 60115	INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins Co NAIC # 15350 INSURER B: Illinois Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 2014-2015** **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 INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	NSA0938595	9/3/2014	9/3/2015	MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTIONS						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)		N/A				EL EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYEE \$
B	Liquor Liability	X	Y	LL98177	8/29/2014	9/1/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: DeKalb Cornfest August 29, 2014 to September 1, 2014
City limits of DeKalb, IL 60115
Certificate Holder is an additional insured in regards to General Liability and Liquor Liability.
Coverage afforded is primary and non contributory. Waiver of subrogation applies in regards to General Liability and Liquor Liability in favor of City of DeKalb.

CERTIFICATE HOLDER (815) 748-2320 City of DeKalb 200 S 4th Street DeKalb, IL 60115	CANCELLATION 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 Patrick Fagan, CIC/CF <i>Patrick E Fagan</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2014

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COVERAGES

CERTIFICATE NUMBER: 2014-2015

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		NSA0938595	8/3/2014	8/3/2015	MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$				EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS	OTHER
B	Liquor Liability		LL98177	8/29/2014	9/1/2014	E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
							\$1,000,000

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

Proof of Insurance

RE: August 29, 2014 to September 1, 2014
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

Patrick Fagan, CIC/CF