

June 22, 2026

# OFFICIAL PROCEEDINGS

St. Clair County Special Board Meeting





## **SPECIAL COUNTY BOARD MEETING – JUNE 22, 2026**

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call by Tom Holbrook, County Clerk; Present – 20; Present; Absent – 8  
Absent – Mr. Baricevic, Mr. Dawson, Mr. Dinges, Mr. Hollingsworth, Mr. Meile, Mrs. Moll, Mr. Mosley, Jr., and Mr. Vernier (The Chairman noted that Mr. Baricevic, Mr. Dawson, Mr. Dinges, Mr. Hollingsworth, Mr. Meile, Mrs. Moll, Mr. Mosley, Jr., and Mr. Vernier are excused.)
5. Public Participation- None
6. Committee Reports
  - a. **Finance Committee:**
    1. Approval of a Lease Agreement Between St. Clair County and WM Marketing, Inc. for the Belle-Clair Speedway

Mr. Cockrell said who is WM Marketing. Chairman Kern said the contract will be signed by Curtis Francois, who is the owner of World Wide Technology Raceway, but it is a company that he runs. Mr. Cockrell said it talks about lump sum payments, are we not assigning amount to each parcel or it is a lump sum for all three parcels. Chairman Kern said it is for the facility. Attorney Chris Allen said it is one payment for all three parcels. Mr. Cockrell said what is the difference between a local event and special event. Chairman Kern said my understanding is local races would be racers from the area and special races would be like World of Outlaws which we are hoping to get this fall. Mr. Cockrell said there are several places in the lease where it mentions additional insured, is there any provisions we can request. Attorney Allen said we addressed the levels of insurance that are required and the County is named as an additional insured and will be notified 60 days of a cancellation of the policy. Attorney Allen said we have the right to acquire a policy at the expense of the lessee if there were a lapse in coverage. Chairman Kern said Mr. Allen has spent many hours putting this together along with Mr. Gomric and the State's Attorney's Office and they worked hard to put in all of the protections that are necessary. Mr. Cockrell said what do we value the track at. Chairman Kern said there are ways to value a facility certainly by income that comes in, we bought used stands, used catch fences, we will have trailers brought in, if you are asking the value that would be the assessed value which would be up to the Assessor's Office.

**Motion to Approve 6-a-1**

**B. Allen - made**

**L. Mosley- seconded**

**M/C - RC - Unanimous**

- 2. Approval of a Concession Agreement Between St. Clair County, WM Marketing, Inc. and Fairgrounds Concessions, LLC for the Belle-Clair Speedway**

**Mr. Cockrell said who is the gentleman who signed the agreement. Chairman Kern said he operates restaurants in Alton and just opened Mac's On Main in Belleville. Chairman Kern said he has significant experience in doing events and his food is good and restaurant is packed right now. Mr. Cockrell said I see that the revenue coming to the County is percentage wise and there is no flat-based pay. Chairman Kern said it is a three-way agreement between WM Marketing, the concessionaire and St. Clair County.**

**Motion to Approve 6-a-2**

**M. Smallheer - made**

**S. Reeb - seconded**

**M/C - RC - Unanimous**

- 3. Approval of a Concession Agreement Between St. Clair County and Fairgrounds Concessions, LLC for the Belle-Clair Fairgrounds Park**

**Mr. Cockrell said the list of equipment that is included in this is all kitchen equipment that is in the kitchen as it is now. Chairman Kern said it is there and will be there. Mr. Cockrell said it is to be used by. Chairman Kern said to be used and maintained by. Mr. Cockrell said maintained and insured. Chairman Kern said yes.**

**Motion to Approve 6-a-3**

**B. Allen - made**

**B. Trentman - seconded**

**M/C - RC - Unanimous**

- 4. Approval to Submit an Application for Special Events Liquor License for the Sale of Alcoholic Beverages at Fair St. Clair to the City of Belleville**

**Motion to Approve 6-a-4**

**J. Coers - made**

**S. Greenwald - seconded**

**M/C - RC - Unanimous**

- 7. Comments by the Chairman- Chairman Kern said welcome all of you to volunteer and come to the County Fair. Chairman Kern said our main acts are Bret Michaels and Noah Cyrus, Frankie Jonas who is opening for her. Chairman Kern said the first race will be August 1. Chairman Kern said we appreciate all the local labor unions who are working hard to get the track together and getting the building moving. Chairman Kern said Jann had a very successful Flea Market this weekend and everyone seems happy with the updated bathrooms. Chairman Kern said in addition we now have a place should there be a disaster in St. Clair County to be able to**

house people is something that has been long overdue. Mr. Cockrell said will we have to apply for a special event with the state. Chairman Kern said we have to apply with the city first and if it is approved then we go to the state. Mr. Crawford asked if we were having a ribbon cutting. Chairman Kern said yes we are planning on having it the first day of the fair at 10:30 a.m. Mr. Reeb said the Fair St. Clair Facebook page is very effective and encourages others to share the information. Chairman Kern said thanks goes out to the IT Department and Illinois Tourism who is handling the marketing for this. Chairman Kern said we are trying to keep this affordable for everyone.

**8. Adjournment**

There being no further business, a motion was made by S. Gomric seconded by S. Greenwald that the Board stand adjourned until Monday, June 29, 2026, at 7:30 p.m., for the June Meeting, and to convene in the County Board meeting Room B-564, 10 Public Square, Belleville, Illinois, when it will be the pleasure for all to attend. Motion carried unanimously.

---

**THOMAS HOLBROOK, COUNTY CLERK AND  
EX-OFICIO CLERK OF THE COUNTY BOARD**

---

---

---

---

---

---

---

---

**JUDICIARY COMMITTEE**



MARK A. KERN  
CHAIRMAN

# ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623

(618) 825-2203 • FAX: (618) 825-2740

District 5  
LONNIE MOSLEY  
VICE-CHAIRMAN

## BOARD MEMBERS

District 1  
ROBERT L. ALLEN, JR.

District 2  
GW SCOTT, JR.

District 3  
ROY MOSLEY, JR.

District 4  
HARRY HOLLINGSWORTH

District 6  
MARTY T. CRAWFORD

District 7  
COURTNEY D. MOORE

District 8  
STEVEN GOMRIC

District 9  
KEN EASTERLEY

District 10  
SCOTT GREENWALD

District 11  
KENNETH G. SHARKEY

District 12  
C. RICHARD VERNIER

District 13  
STEPHEN E. REEB

District 14  
BOB TRENTMAN

District 15  
JERRY J. DINGES

District 16  
CJ BARICEVIC

District 17  
SCOTT TIEMAN

District 18  
MICHAEL O'DONNELL

District 19  
PHIL HENNING

District 20  
ED COCKRELL

District 21  
ANDY BITTLE

District 22  
SUSAN GRUBERMAN

District 23  
JANA MOLL

District 24  
KEVIN DAWSON

District 25  
RICHIE MEILE

District 26  
ROBERT WILHELM

District 27  
MATT SMALLHEER

District 28  
JOHN COERS

## SPECIAL COUNTY BOARD MEETING

June 22, 2026 @ 7:00 P.M.

1. Invocation
2. Pledge of Allegiance
3. Call to Order
4. Roll Call
5. Public Participation
6. Committee Reports
  - a. Finance Committee:
    1. Approval of a Lease Agreement Between St. Clair County and WM Marketing, Inc. for the Belle-Clair Speedway
    2. Approval of a Concession Agreement Between St. Clair County, WM Marketing, Inc. and Fairgrounds Concessions, LLC for the Belle-Clair Speedway
    3. Approval of a Concession Agreement Between St. Clair County and Fairgrounds Concessions, LLC for the Belle-Clair Fairgrounds Park
    4. Approval to Submit an Application for a Special Events Liquor License for the Sale of Alcoholic Beverages at Fair St. Clair to the City of Belleville
7. Comments by the Chairman
8. Adjournment



## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into as of the 22<sup>nd</sup> day of June, 2026 (the "Lease Date"), by and between ST. CLAIR COUNTY, ILLINOIS (hereinafter "County"); and WM Marketing, Inc., Missouri corporation that is registered to do business in Illinois (hereinafter the "Lessee")(collectively "Parties").

WHEREAS, County and Lessee desire to lease certain areas of county property for the purposes and on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Lessee do hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

### ARTICLE I LEASE

Section 101. **The Lease.** The County hereby leases to Lessee, and Lessee hereby takes from the County the racetrack known as Belle-Clair Speedway, together with the reinforced retaining wall around the outside of said track, infield, all necessary lighting including warning lights, judge's stand, grandstands, suites, restrooms and the other equipment incidental to the operation of said auto racetrack, including concession stands, walk-in coolers, kitchen trailer, seating areas for spectators, fencing, barriers, signage, rest rooms, ticket booths, scoreboard, PA system, and all land within said present delineated area around said track as shown in Exhibit A (herein "the Property" or "Premises" or "Leasehold Property"). Leasehold property shall additionally include the pit areas, entrances, parking areas, spectator areas, registration areas, and all areas inside the delineated property area.

Section 102. **Access.** Lessee shall have the right of ingress to, egress from, and access to the Property without charge, for it and its employees, agents, and invitees, and their machinery, equipment, and vehicles over unimproved paths, trails, improved drives, footwalks, and roadways now or hereafter in existence.

Section 103. **Condition of the Premises.** Lessee will accept the Leasehold Property for purposes of this Lease "AS-IS," except as otherwise specified herein. The County is not required to alter or improve the Premises. County makes no representations or warranties, express or implied, regarding the condition, fitness, or suitability of the Premises for any particular purpose.

Section 104. **Exclusivity.** This Lease grants Lessee the sole and exclusive right to run, operate, manage, and conduct all motorized racing activities within the Leasehold Property, during the term of this lease, and for the term of any subsequently invoked right to renewal of the Lease allowed by the terms of this Lease. Exclusive rights as given in the preceding sentence are subject to the following limitations: i. County shall have the right to conduct non-motorized events on the Leasehold Property that do not conflict with scheduled and published race dates put on by Lessee, as further detailed herein; and ii. Use of the property within the Leasehold Property, and all fixtures or improvements thereto, shall be granted to County for use in other events, and said permission shall be granted in good faith within a commercially reasonable period.

All events and potential bookings for motorized and non-motorized events are subject to joint approval, the granting of which shall be provided in good faith.

### ARTICLE II LEASE TERM

Section 201. **Term.** This Lease shall commence on July 1, 2026, and shall continue for a term of ten (10) years and six (6) months, terminating on December 31, 2036 (the "Lease Term").

Section 202. **Renewals.** Provided Lessee is not then in default under this Lease, Lessee shall have the option to extend the term of the Lease for two (2) additional terms of ten (10) years each (each a "Renewal Term") upon the same terms and conditions herein contained, subject to the terms of any subsequently executed modification as allowed herein. To exercise a Renewal

Term, Lessee shall deliver written notice of such election to County at least six (6) months prior to the expiration of the Initial Term or the first Renewal Term.

**Section 203. Early Termination.** County shall have the right to terminate this lease if Lessee is in default of its obligations under this Lease. The following shall constitute a default by Lessee:

- A. A payment of Rent or Additional Rent remains unpaid, or non-receipt of the Computation, five (5) business days after receipt by Lessee of written notice from the County of non-payment or non-receipt;
- B. Lessee's failing to perform or comply with any provision, covenant or condition of this Lease (other than payment of money or delivery of the Computation) within thirty (30) days after receipt of written notice of such default or, if the performance thereof cannot be reasonably completed within said thirty-day period, Lessee's failing to commence performance thereof within such thirty-day period and proceeding diligently to completion thereafter; or
- C. Transfer of the Leasehold to a third party by operation of law without County approval.

Upon the occurrence of any such event of default identified in this section, and after giving the required notice, if any, to Lessee, in addition to any other remedies available under applicable law or in equity, the County shall have the option to terminate this Lease, in which event Lessee shall immediately and peacefully surrender the Premises to the County.

**Section 204. Surrender of Possession.** No notice to quit possession of the Property at the expiration or earlier termination of the Lease Term shall be necessary. Lessee shall on the expiration date of the Lease Term, be it the Initial Term or any Renewal Term, or upon the earlier termination thereof for any reason, peaceably surrender possession of the Property.

**Section 205. Improvements and Personal Property Upon Termination.** It is the understanding of the County and Lessee that improvements made by the Lessee or any party authorized by the Lessee shall in no way become a lien or encumbrance upon the real estate and that such improvements shall become the property of the County upon their installation. No improvement shall be removed by the Lessee, or any party authorized by the Lessee, during any term, upon termination, or after termination of this Lease, except as authorized by County. Lessee shall have no responsibility for removal of improvements to the Property, or expenses incurred by County in their removal. Personal property of Lessee that is not removed from the Premises within sixty (60) days after the expiration or earlier termination of the Lease shall be deemed abandoned by the Lessee.

### ARTICLE III RESPONSIBILITIES, PERMITTED USES, AND PROHIBITED USES OF PREMISES

**Section 301. Lessee Responsibilities.** Lessee shall use the Leasehold Property for the scheduling and conduct of motorized events on a semi-weekly basis with additional special motorized events to be scheduled and conducted at the discretion of the Lessee. Lessee shall, and is expected under the terms of this Lease, to diligently pursue the scheduling, promotion, management, and conduct all motorized racing activities within the Property during the term of the Lease. Lessee shall cause a proposed calendar of events to be transmitted to County no later than March 1<sup>st</sup> of each year showing what Lessee believes to be the schedule of events for that year.

It shall be Lessee's responsibility to prepare and maintain the surface of the racetrack. Lessee shall be responsible for the maintenance and repair of the track area, grandstands, and other Leasehold Property during the term of this Lease.

It shall be the responsibility of Lessee to police and maintain the leasehold in a clean and orderly condition. Lessee shall operate and maintain the restrooms of the leasehold before, during, and for a reasonable period after conclusion of racing events. All maintenance, upkeep, plumbing, pumping, janitorial, or other costs related to the upkeep or maintenance of the restrooms within the Leasehold Property shall be the responsibility of Lessee, except for those events put on by County, in which case responsibility shall be on the County, or as agreed between the Parties for contribution.

**Section 302. County Responsibilities.** County grants an easement to Lessee for ingress and egress to the premises and for parking of spectator vehicles, paid or unpaid, in and over the parking lots and driveways leading from the road to the Property, subject to the respective rights of the Parties collectively and individually to collect parking revenues in Sec. 404 of this Lease. This easement shall run for the initial term of this lease, and any subsequently invoked renewal term. The consideration for said easement is acknowledged by County as part of its receipts under this Lease, and no further consideration shall be due for

its grant. It shall be the County's responsibility to ensure cleanup of the parking areas made necessary by County and Lessee's conduct of events. County shall provide adequate maintenance and lighting for the parking areas to ensure safe use.

County shall provide adequate electricity and water to the premises for Lessee's events. County provides the existing facility lighting, electrical, and plumbing in working condition, but receipt by Lessee is acknowledged to be received "as-is." If lighting, other electrical fixtures, additional electrical meters, or other utilities or services become necessary for the conduct of Lessee's events, they shall be placed or ordered at the expense of Lessee, and as applicable, become improvements upon the Leasehold Property.

It is the Parties' contemplation that use of the Leasehold Property may result in assessment, extension, and collection of property taxes. County will pay or cause to be paid any property taxes which become due on the Leasehold Property during the term of this Lease, and for the year succeeding termination of this Lease if the property was subject to assessment, extension, and collection in the final year of the Initial Term or any Renewal Term.

**Section 303. Damage Attributable to Individual Hosted Event.** For purposes of this Section, an event's Host shall be the party who has sought approval from the other in the scheduling of the event under Section 104. The Parties agree that damage to the Leasehold that is brought about by the errors and or omissions of Host in the conduct of their respective event shall be the responsibility of the hosting party for the event. The party holding responsibility for repair, remediation, or replacement of damaged property shall use commercially reasonable efforts in the: i. timeliness of restorative measures; ii. selection of materials, methods, and contractors to perform the restoration to like condition preceding the damage or destruction; and iii. scheduling and prioritization of restorative efforts which seek to cause the least disruption to scheduled events of either Party, balancing costs of repair on an accelerated timeline. This Section shall not be deemed to have impact upon the general maintenance responsibilities attributable to regular use of the property, the responsibility for said maintenance being addressed elsewhere within this Article III.

**Section 304. Prohibited Uses.** No part of the Leasehold Property shall be used by Lessee for the conduct, administration, taking, or payout of parimutuel betting. Lessee shall at all times comply with all applicable federal, state, and local environmental laws, regulations, and ordinances, including without limitation those administered by the Illinois Environmental Protection Agency (IEPA) and the United States Environmental Protection Agency (EPA), in connection with Lessee's use and occupancy of the Leasehold Property. (b) Lessee shall not store, use, generate, treat, transport, or dispose of any Hazardous Materials (as defined below) on or about the Leasehold Property, except in compliance with all applicable environmental laws and in such quantities as are ordinarily incident to the lawful operation of a motorsports facility (e.g., fuel for racing vehicles, lubricants, tires, and similar materials). "Hazardous Materials" means any substance defined or regulated as hazardous or toxic under applicable federal, state, or local law.

Lessee shall not allow a third party to use the Leasehold Property for any purpose for which it is prohibited from performing itself.

**Section 305. County's Reservation for Other Uses.** County shall have the option to conduct additional non-motorized events on the leasehold premises that do not conflict with the scheduled race dates of the Lessee, subject to the joint approvals set forth in Section 104. For those purposes other than County's organized events, Lessee may not deny use of the leasehold for any reason other than a scheduled event which occurs within a 7-day period of the requested availability. Lessee will work in good faith to coordinate scheduling of any annual fair hosted or conducted by County or its designee.

#### ARTICLE IV

##### AMOUNT OF RENT; MANNER OF PAYMENT AND ADDITIONAL FINANCIAL OBLIGATIONS

**Section 401. Annual and Per-Diem Fees.** In consideration of the mutual covenants and agreements stated herein, the Lessee agrees to pay County an annual fee of \$15,000 for the year 2026, \$30,000 for years 2027 through 2031, and \$35,000 per year for years 2032 through 2036. Lessee's annual fee shall make the Property available for Lessee to conduct up to 15 event days annually. Additional event days conducted by Lessee or its authorized assigns or subletters shall result in an additional \$2,000 due to County at the time of the next periodic payment. Payment of the annual fee, and any additional amount due for event days conducted by Lessee in the preceding period, shall be made in quarterly parts on June, July, August, and September of each year. Lessee shall provide County a computation and reconciliation (the "Computation") at the same time each periodic payment is due and shall be sufficient for the County to confirm calculation of the Fees then due.

Annual and per diem fees for the initial and succeeding renewal term shall be set based upon the increase in the aggregate Consumer Price Index as calculated based on data from the Federal Reserve Economic Database (FRED), whichever is most favorable to County. Increases shall be calculated with the base amounts for annual and per diem rates in effect on January 1,

2027, with increases to be calculated from that date to the start of the respective renewal term. Annual and per diem fees due to County during the respective renewal term, shall be in the amount calculated from the start of the renewal term through the end of the fifth year, and shall increase by a fixed percentage of sixteen and seven tenths (16.7%) from the start of year six through the end of that renewal term.

**Section 402. Gate Receipts and Special Signage Sponsorships.** On a per-event basis, Lessee shall pay, or cause to be paid, ten percent (10%) of all gate receipts to County which exceed one hundred thousand dollars (\$100,000). County shall be entitled to no share of Gate fees on events which fail to meet the one-hundred-thousand-dollar (\$100,000) threshold. Lessee shall pay, or cause to be paid, twenty percent (20%) of all sponsorships, billboards, or advertising with beer or other alcoholic beverage companies calculated on the net amount of the contract. Net amount for this Sections 402 shall mean gross revenue less any commissions or selling costs associated with acquisition of the sponsorships, billboards, or advertising. Amounts due under this section shall be made within thirty (30) days of the event which caused gate fees to be owed to County, and/or receipt of payment by Lessee or its designee from any beer or other alcoholic beverage companies.

**Section 403. Concession and Beverage Revenue.**

A. Definitions. For purposes of this Section, the following terms shall have the meanings ascribed to them below:

(1) **"Local Event"**: A motor racing event that is local or regional in nature and is not sanctioned by a national touring series. A Local Event may, but is not required to be sanctioned by one of the following recognized regional sanctioning bodies, or a comparable local or regional series of similar type that may be organized or recognized in the future: DIRTcar; World Racing Group (operating in a regional, non-national-touring capacity); IMCA (International Motor Contest Association); or any other regional or local sanctioning series of comparable scope and character. Participants in Local Events are generally local and non-touring series competitors whose primary competition activity is within the regional or local circuit.

(2) **"Special Event"**: A motor racing event contracted with, and sanctioned by, a national touring series sanctioning body. Special Events are distinguished by the involvement of a nationally recognized touring series sanction body whose competitors travel on a national or multi-regional competitive circuit. Sanctioning bodies whose events qualify as Special Events include, without limitation: World of Outlaws (in any of its touring series divisions); High Limits Racing; Lucas Oil Late Model Dirt Series; and any other national touring series or sanctioning body of comparable national scope and character. The parties acknowledge that the distinguishing characteristic of a Special Event is the national touring nature of the sanctioning body and the general participation of touring series competitors from outside the local and regional area.

B. General Framework. The Parties contemplate and agree to pursue a three-party agreement ("**Concession Agreement**") with a mutually agreeable Concessionaire. Considering the nature of the Leasehold and Exhibit Hall, The Parties mutually acknowledge that the selection of multiple concessionaires to perform in each of the locations yields a scenario which is both economically and functionally impractical. The Parties agree to exercise good business judgment and act in good faith with the mutual selection, retention, or termination of contractors, including but not limited to Concessionaire. If the Parties cannot reach an agreement in good faith regarding any selection, retention, or termination, the parties will agree to submit to mediation of the issue before an unbiased third party to be chosen by the Parties at the time of dispute.

It is contemplated that 30% of Concessionaire's net concession revenues ("**Base Concession Rate**") generated upon the Property will be remitted to Lessee for further distribution as obligated herein. The Base Concession Rate of thirty percent (30%) shall not be altered, modified, or renegotiated without the express written mutual agreement of both Parties. Any future change to the concession fee percentage established in the Concession Agreement shall not automatically alter the percentage allocations set forth in this Section unless separately renegotiated and documented in a written amendment signed by both parties.

It is the intent of the Parties that the Concessionaire shall remit full and complete payment of the Base Concession Rate due for each individual event directly to Lessee. Receipt by Lessee of the full concession payment for a given event shall trigger the obligations of Lessee to distribute the County's share as set forth herein. The Lessee shall maintain complete and accurate records of all concession payments received from the Concessionaire, itemized by event, indicating event designation (Local Event or Special Event), and date of receipt.

The designation of each event as a Local Event or a Special Event shall be made by the Lessee in good faith based on the definitions set forth in this section and the nature of the sanctioning body and participating competitors for that event. County has the right to dispute the classification of an event, and seek reclassification within thirty (30) days

of receipt of payment. In the event of a dispute as to the proper designation of an event, the parties agree to negotiate in good faith to resolve such dispute.

- C. **Revenue Allocation - Local Events.** For each event designated as a Local Event, the concession fee received by Lessee from the Concessionaire shall be allocated as follows: Without reduction for any Administration Fee, one-third (1/3; 33.33%) to County, and two-thirds (2/3; 66.66%) to Lessee. Payment shall be made within thirty (30) days of receipt by Lessee of the full concession payment for a given Local Event.
- D. **Revenue Allocation — Special Events.** For each event designated as a Special Event, the concession fee received by Lessee from the Concessionaire shall be allocated as follows: Lessee shall first retain five percent (5%) of the total concession payment received for the Special Event as an administration fee to compensate Lessee for event management, coordination, and administrative services (the "**Administration Fee**"). The Administration Fee is Lessee's sole and exclusive retention from the Special Event concession payment prior to the equal division described below. The balance of the concession payment remaining after deduction of the Administration Fee (the "**Remaining Net Concession**") shall be divided equally between Lessee and the County, with each party receiving fifty percent (50%) of the Remaining Net Concession. Payment shall be made within thirty (30) days of receipt by Lessee of the full concession payment for a given Special Event.

**Section 404. Other Revenues.** Lessee shall be entitled to offer and have exclusive right to race sponsorship revenues, billboards, advertising, entry fees, broadcast rights, souvenirs, and merchandise revenue, free from claim of County, subject to the terms of Sec. 402. Lessee shall be entitled to all parking revenue from pit area and race participant parking, free from claim by County. In the instance that revenue is produced from the charging of spectators at Lessee's scheduled event for parking, Lessee and County shall each be entitled to fifty percent (50%) of the net revenue produced from said stream.

**Section 405. County's Right to Verify; Audit.** County shall have the right to request within sixty (60) days of its receipt of periodic payment, the Computation, and Lessee shall provide additional information as may be reasonable to permit the County to verify and reconcile the Computation of the fees remitted under this Article, including but not limited to per diem event booking, gate receipts, advertising and billboard placement agreements (as applicable to beer or other alcoholic beverage companies), concession agreements and invoices, accounts receivable records and the like.

The County and its agents shall have the right, upon providing not less than ten (10) days' notice to Lessee, to examine and audit the books and records of Lessee for the prior three (3) years and to make photocopies thereof (hereinafter the "Audit"). If the Audit discloses an underpayment of the fees, receipts, or revenue, Lessee shall within ten (10) days after demand from the County pay the deficient amount plus a Late Charge and interest thereon as specified in Sections 407 and 408 of this Lease from the date originally due until paid. If the Audit discloses an intentional or deliberate understatement in the Computation and payment to the County of amounts due under this Lease in the amount of three percent (3%) or more, Lessee shall, in addition to the payment of interest, immediately pay the reasonable costs incurred by the County for the Audit, including without limitation the reasonable cost incurred by the County for outside auditors and attorneys, not to exceed ten-thousand dollars (\$10,000).

**Section 406. Additional Rent.** All sums payable by Lessee to the County (including, but not limited to, any "Late Charge" (as defined below) and interest) which are at the expense of Lessee are deemed to be "Additional Rent" and, if not paid within the time period provided (or if no time period is provided, within thirty (30) days after demand therefor), the County shall have with respect thereto all the rights and remedies provided for herein and by law for nonpayment of amounts due under this Lease.

**Section 407. Late Payment Charges.** In the event any per diem fee, gate fee, share of beer or other alcoholic beverage company sponsorships, billboards, or advertising, or concession revenue is not paid within ten (10) business days of the date when such fees, share, or revenue is due, there shall be added to such amounts due a sum equal to five percent (5%) of the total then due (the "Late Charge"). Any such Late Charge shall be due and payable as Additional Rent by Lessee along with the amounts then due and payable under this Lease.

**Section 408. Interest Charges.** Lessee covenants and agrees that all sums to be paid under this Lease, if not paid within ten (10) business days of the date when due, shall bear interest on the unpaid portion thereof at the rate of ten percent (10%) per annum from the date when due, but not in excess of the highest rate legally chargeable.

**Section 409. Computation of Amounts Due; Collection by Lessee of Outstanding Revenues.** To the exclusion of annual and per diem fees contemplated in Section 401, for which periodic payment dates are specifically prescribed, computation of dates for when amounts shall begin to become due and owing by Lessee of fees and other revenues shall be on the date received by Lessee (i.e. cash basis), and not on upon date of issuance of invoice or demand by Lessee to a third party with obligation to make payment to Lessee (i.e. accrual basis). Lessee shall make commercially reasonable efforts to cause third parties with outstanding obligations to make prompt payment, but shall be given exercise of its business judgment in its decision whether

to grant extensions, exercise of any contractual relief to which it may be entitled with a third party, or in delaying initiation of any legal proceeding for collection and/or termination with a third party. Lessee shall submit to County at the time of its payment of any fee an accounting of the source of revenue and amount, itemized by obligation or event, indicating event designation (Local Event or Special Event), and date of receipt.

## ARTICLE V INSURANCE

### Section 501. **Liability Insurance.**

- A. At its sole expense, at all times during the Lease Term, Lessee shall cause the County and Lessee to be insured on an occurrence basis, under policies in the form required by Section 503 of this Lease, for the following:
  - i. Premises/Operations.
  - ii. Products/Completed Operations.
  - iii. Contractual Liability.
  - iv. Independent Contractors.
  - v. Broad Form Property Damage.
  - vi. Fire Legal Liability.
  - vii. Personal Injury.
  - viii. Medical Expense.
- B. The minimum limits of coverage for the above classes of insurance shall be Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate. Medical payments coverage shall have a limit of not less than Five Thousand Dollars (\$5,000.00) per person.
- C. Lessee shall provide at its sole expense automobile liability insurance coverage on all owned, non-owned and hired vehicles, whether private passenger or other than private passenger, and shall include uninsured and underinsured motorists coverage. The limits for the automobile liability, uninsured and underinsured coverages shall be not less than Two Million Dollars (\$2,000,000.00) combined single limit coverage for bodily injury and damage; provided that Lessee may substitute coverage in the amount of One Million Dollars (\$1,000,000.00) combined single limit if an umbrella policy providing not less than One Million Dollars (\$1,000,000.00) in excess coverage is also obtained by Lessee.
- D. Lessee and County covenant and agree that the minimum limits of the insurance herein required may become inadequate. Upon receipt of notice in writing from the County to increase such insurance coverages, Lessee shall, within thirty (30) days of its receipt of said notice, either comply with such directive or respond in writing contesting such increase. In the event Lessee contests such increase in insurance coverages, County and Lessee shall attempt over the next forty-five (45) days to amicably, promptly and fairly settle their dispute. If the dispute cannot be so settled, either County or Lessee shall have the option, within the next thirty (30) days, to institute an arbitration proceeding before a single arbitrator knowledgeable about insurance coverages and the insurance industry in general. The arbitrator shall apply the commercial arbitration rules of the American Arbitration Association, and shall make a decision in accordance with the procedures established thereby then in effect. The decision of the arbitrator shall be final and legally binding upon the County and Lessee and judgment may be entered thereon. Such notice to increase coverage limits shall, in general, be issued with no more frequency than every fifth year of the Lease term. Notwithstanding anything set forth in this Agreement, nothing herein should be construed as obligating County to advise Lessee as to the type or amounts of insurance coverages Lessee should procure for its own protection.

**Section 502. Workers' Compensation Insurance.** Lessee shall obtain and keep in force and effect throughout the Lease Term such workers' compensation insurance as may be required under Illinois law, as amended; provided that employer's liability coverage shall be in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for each accident, disease each employee and disease each policy limit.

### Section 503. **Form and Evidence of Insurance.**

- A. All policies of insurance required herein shall be in a form of and in one or more companies qualified to underwrite insurance coverages in the State of Illinois, having a Best's Policyholder's Rating of "A" or better, and a Financial Rating of not less than "VII." The County and its officers, directors and employees shall each be identified as an additional insured on all insurance policies required herein from Lessee providing protection against liability for damages to a third party for bodily injury, death and property damage caused by or resulting from the acts, operations or omissions of Lessee, its officers, employees, agents and invitees. In addition, such liability insurance coverage shall also extend to damage, destruction and injury to property owned or leased by the County and County personnel

caused by or resulting from the negligence of Lessee, its officers, employees, agents and invitees. Such policies shall specifically state that coverage as it pertains to the County and its officers, directors and employees shall be primary. Insurance policies required of Lessee hereunder shall contain a contractual liability endorsement covering its indemnification obligations under Subsections 501(A)(ii) and (iii) of this Lease. Coverage shall be on an occurrence rather than a claims made basis. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving sixty (60) days' written notice to County, and the County's Manager of Personnel and Insurance at the address specified in Subsection 1017 hereof. Lessee shall not knowingly violate, or permit to be violated, any conditions of the insurance policies and shall at all times reasonably attempt to satisfy the requirements of the insurance company or companies writing such policies. The County nor its officers, directors, or employees shall have any liability for premiums charged for such coverage and the inclusion of the County as an additional insured is not intended to, and shall not, make the County, or its officers, directors and employees a partner or joint venture with Lessee in its operations under this Lease.

- B. Lessee shall provide standard Acord Certificate(s) of Insurance as proof of insurance, and required "Additional Insured" clauses, prior to the commencement of this Lease. Such Certificate(s) shall be sent to Manager of Personnel and Insurance, St. Clair County, 10 Public Square, Belleville, IL 62220.
- C. In the event that any insurer gives notice to Lessee or County of the cancellation or material alteration or amendment of such policy of insurance, or if any policy is about to expire, Lessee shall, not later than twenty (20) days prior to the effective date of such cancellation, material alteration, amendment, or policy expiration, provide the County and the County's Manager of Personnel and Insurance with such certificates or other documents evidencing the coverages on terms as hereinabove set forth, such that there shall not be a lapse in the coverages required herein to be provided. In the event that Lessee fails to deliver adequate evidence of insurance coverages, and without waiving any other rights inuring in favor of County under this Lease, the County may, but shall not be under any obligation, upon giving not less than five (5) days' notice to Lessee: (i) order a shut down of Lessee's Improvements and operations until satisfactory evidence of insurance coverage is provided; (ii) obtain an injunction, without posting a bond in excess of \$100.00, to enforce: (i) above; and/or (iii) terminate this Lease in accordance with Section 203 of this Lease.

**Section 504. Right of the County to Obtain Insurance.** If Lessee shall fail to obtain and keep in force the insurance as required herein, the County may, but shall not be under any obligation to, affect such insurance by taking out policies in one or more companies. The amount of the premium or premiums paid for such insurance by the County shall constitute Additional Rent payable by Lessee to the County with the installment of Rent thereafter next due under the terms of this Lease.

## ARTICLE VI ASSIGNMENT AND SUBLETTING

**Section 601. Assignment and Subletting by Lessee.** Lessee may not assign this Lease, let or sublet the whole or any part of the Premises (collectively hereinafter referred to as a "Transfer"), other than as allowed in Section 602, without the express written consent of the County, which consent may be withheld by the County only in good faith and for reasonable cause. The County may condition (i) the consideration of any such proposed Transfer, and (ii) the consent to such Transfer, upon such terms as the County may determine in its sole discretion, including curing any existing defaults. The consent by the County to any Transfer shall not constitute a waiver of the necessity for such consent to any subsequent Transfer. Unless a Transfer is for less than the whole of the rights and obligations of this Lease, if a Transfer is approved by County, Lessee shall be relieved of all liability under the terms of this Lease upon an authorized assignment of the Leasehold Property to any entity not then, at the time of such assignment, a subsidiary or controlled corporation or entity as defined under the Internal Revenue Code excepting those liabilities arising prior to the date of such assignment. If Transfer is for less than the whole of the rights and obligations of this Lease, Lessee shall continue to bear responsibility for performance of all obligations committed to in this Lease, and shall have the additional obligation to seek reentry and possession of the Leasehold property, be it by agreement of the assignor, or through legal process, which shall be at the expense of Lessee. County shall be entitled to, and Lessee shall cause any proposed corporate or other business entity assignee to: (i) provide sworn financial statements satisfactory to County by both the business entity and majority shareholders, members, or partners; and (ii) provide a guarantee by the majority shareholders, members, or partners, to provide a personal guarantee of the obligations assumed by the assignee; (iii) acquire a performance bond in an amount equivalent to the three (3) preceding years of revenue generated from the property. No Transfer shall be approved if Lessee is then in default, or but for the passage of time, would be in default, of any term, condition, or covenant set forth in this Lease, unless, as a condition of such Transfer, and prior to any transferee taking beneficial occupancy of the Premises, such default is cured to County's satisfaction.

**Section 602. Sublease for Individual Race Events.** Lessee may sublease the premises for individual race events on a per diem basis, but responsibility for all obligations under this Lease shall remain with the Lessee. Lessee shall not conduct a pattern of per diem subleases for individual race events to a single entity or individual to avoid County's right to approval of what would

otherwise be a sublease or Transfer of the entirety of the leasehold. Sublease of the Property for all racing events for a period of one (1) year or more require County consent as detailed in Section 601.

County and Lessee contemplate Lessee entering into subleases for most, if not all, Local Events, and maintaining its rights and operation of the Property as to Special Events. Lessee is permitted to enter into subleases for Local Events as contemplated without written consent of the County.

## ARTICLE VII COUNTY RESERVATIONS

Section 701. **County Reservations.** This Lease is subject to the following reservations and conditions:

- A. The County reserves the right to all gas, oil and mineral rights, as well as archeological artifacts found in or under the Premises; provided that, subject to applicable federal, state and local laws, the County, in the exercise of such rights, shall not interfere with the Premises or the operations of Lessee on the Premises.
- B. The County reserves the right to grant utility and maintenance easements and rights-of-way for itself and to others over, under, through, across or on the Premises; provided that such use will not unreasonably or materially interfere with the use by Lessee of the Premises and Lessee receives prior written notice thereof; provided further that such reservation or grant of rights shall not result in cost or expense to Lessee.
- C. The County shall have the exclusive right to the conduct of, and the revenue created by the operation of the concession portion of the Exhibit Hall, free of claim by Lessee, provided that, should Lessee and County have concurrent events, pricing for offerings by County, its contractor, or designee, shall be set at the same rates for like items being sold at Lessee's concession venues. County is free to direct pricing as otherwise allowed at times in which there is no concurrent event. County agrees to cause the term of concurrent event price matching contemplated in the preceding sentence to become a part of any concession contract for the Exhibit Hall entered during the term of this contract.

## ARTICLE VIII INDEMNIFICATION

Section 801. **Indemnification.**

- A. Lessee shall indemnify, defend and hold the County, its officers, directors, agents and employees harmless from and against liabilities, losses, suits, claims, judgments, settlements, penalties, fines, damages, expenses (including without limitation reasonable attorneys' fees), losses or demands (hereinafter collectively referred to as "**Losses**") arising out of or incident to this Lease and/or the use or occupancy of the Premises caused by the acts and omissions of Lessee, its officers, employees, agents, licensees, invitees, contractors or subcontractors, including without limitation the following:
  - i. A failure by Lessee to perform the terms or conditions specified in this Lease resulting in Losses to the County.
  - ii. Bodily injury or property damage occurring on or about the Premises or appurtenances thereto resulting from the condition, maintenance, construction or operation of or upon the Premises that are under the care, custody, control and responsibility of Lessee, excepting only those Losses arising out of the County's acts to the extent the County is liable.
  - iii. Bodily injury or property damage occurring on or about the Premises or appurtenances thereto resulting from an act or omission to act on the part of Lessee, its employees, agents or invitees, whether sustained by Lessee or its servants, employees, agents, licensees or invitees, excepting only those Losses arising out of the County's acts to the extent the County is liable.
  - iv. A failure by Lessee to comply with any law, ordinance, rule or regulation of a governmental authority or a department or agency thereof having authority over Lessee or the Premises, including without limitation a health, sanitation or environmental provision, resulting in Losses to the County.
  - v. A mechanic's lien or unauthorized security interest is filed against the Premises as the result of the actions of Lessee, or any fixtures, equipment or personal property located therein or appurtenant thereto, which is not satisfactorily

released, by bond, payment or otherwise, within ninety (90) days after notice thereof to Lessee and which results in Losses to the County.

vi. Losses to the County caused by construction, work, alterations or improvements by Lessee to or on the Premises or appurtenant thereto.

vii. Environmental contamination resulting from Lessee's use or allowed use of the premises by third parties.

**Section 802. Notice; Approval of Counsel.** If the County receives notice of any claim or the commencement of any action or proceeding with respect to which Lessee is obligated to provide indemnification pursuant to any indemnification provision contained in this Lease, the County shall promptly give Lessee written notice thereof, such notice being a condition precedent to any liability of Lessee under the provisions for indemnification contained herein. The notice shall include a copy of any demand, summons and pleadings received in connection therewith, shall describe the claim in reasonable detail and shall, to the extent County has knowledge, indicate the amount or an estimate of the Losses that have been or may be sustained by the County. Lessee may elect to compromise or defend, at the expense of and by counsel provided by Lessee, any such matter involving the asserted liability of the County. If Lessee elects to compromise or defend such asserted liability, it shall within thirty (30) days (or sooner if the nature of the asserted liability so requires) notify the County in writing of its intent to do so, and the County shall reasonably cooperate, at the expense of Lessee, in the compromise of, or defense against, any such asserted liability. Lessee may not settle or compromise any claim over the reasonable objection of the County if such settlement would require the County to admit liability or expose the County to future liability. In any event, the County may participate, at its own expense, in the defense of such asserted liability. If Lessee chooses to defend any claim, the County shall make available to Lessee any records or other documents within its reasonable control that are necessary or appropriate for such defense, and shall otherwise cooperate with reasonable requests made by Lessee. Lessee shall use counsel reasonably acceptable to the County in carrying out its obligations hereunder. In the event the Lessee unjustifiably refuses to defend or indemnify the County, the County may compromise or defend, with legal counsel selected by the County, or alternatively may elect to neither compromise nor defend, such claim or suit and at the conclusion of such matter, whether by compromise or judgment, Lessee shall within ten (10) days of demand pay to the County all Losses incurred as a result of such demand or claim.

**Section 803. Survival of Indemnification.** The indemnification provisions contained in this Article VIII shall survive the expiration or earlier termination of this Lease.

## ARTICLE IX CONDEMNATION

**Section 901. Termination Upon Condemnation.** If any part of the Premises shall be taken or condemned by the United States government, the State of Illinois or any agency, instrumentality or political subdivision thereof, this Lease shall terminate with respect only to such Lot or Lots so condemned as of the earlier date upon which (i) title to such Lot or Lots is vested in the condemnor or (ii) Lessee vacates such Lot or Lots. The proceeds of any condemnation award shall be wholly payable to the County. Lessee may pursue a separate award to recover the cost of Lessee's moving expenses and Improvements, provided that such separate award shall not reduce the award or judgment recoverable by County. Lessee shall have the right to remove the Improvements and all other property upon the Lot or Lots to the extent such right is not inconsistent with the Laws.

## ARTICLE X MISCELLANEOUS PROVISIONS

**Section 1001. No Personal Liability.** No commissioner, director, officer, employee or other agent of the County shall be personally liable under or in connection with this Lease. Lessee acknowledges and agrees that in entering into this Lease, Lessee does not rely on, and shall have no remedy with respect to, any statement, representation, warranty or understanding (whether intentionally, negligently or innocently made) of any person (whether a party to this Lease or not) other than as expressly specified in this Lease.

**Section 1002. Binding Effect.** This Lease and the terms, conditions, covenants and obligations contained herein shall be for the benefit of and shall be binding upon the County and Lessee, and their respective permitted successors and assigns.

**Section 1003. Severability.** Except to the extent otherwise specified herein, each covenant and agreement contained in this Lease shall be for all purposes construed as separate and independent covenants and agreements, and the breach of any covenant or agreement contained herein by either party shall not discharge or relieve the other party from its obligation to perform each and every covenant and agreement contained herein.

Section 1004. **Partial Invalidity.** If any covenant, term or condition of this Lease or the application thereof to any person or circumstance shall to any extent be held to be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, term or condition of this Lease, shall be valid and enforceable to the fullest extent permitted by law.

Section 1005. **Applicable Law.** This Lease shall be deemed to have been made in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois, notwithstanding the applicable choice of law provisions or the place of execution hereof, nor the performance of the acts in connection herewith or hereunder occurring in any other jurisdiction. Venue for any action relating to this Lease shall be in the Circuit Court of St. Clair County, Illinois, and the parties hereby agree to submit to the jurisdiction of said court.

Section 1006. **Time of the Essence.** Time is of the essence with respect to all provisions contained in this Lease.

Section 1007. **Paragraph Headings.** The headings of the various sections of this Lease have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions contained herein.

Section 1008. **Entire Agreement.** This Lease and the exhibits attached hereto, or referred to herein, shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the execution hereof shall not be binding upon either party except to the extent incorporated in this Lease.

Section 1009. **Modification of Lease.** Any modification to this Lease or additional obligations assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party.

Section 1010. **Relationship of the Parties.** This Lease shall not be construed as creating any relationship hereunder other than that of lessor and lessee. No other relationships, such as one of partnership, joint venture or otherwise, shall arise by reason hereof. Except as expressly specified in this Lease, nothing contained herein shall be construed as authorizing either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Section 1011. **Force Majeure.** Neither the County nor Lessee shall be deemed to be in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, terrorism, sabotage or any other circumstances for which it is not responsible or which are not within its reasonable control.

Section 1012. **Construction of Lease.** Words of any gender in this Lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the context requires. Whenever used herein, the word "Lessee" shall be deemed to include its approved or permitted successors, sublessees and assigns; and the word "County" shall be deemed to include its successors and assigns, unless the context excludes such construction. Each party acknowledges that both parties participated equally in drafting this Lease and, accordingly, no court construing this Lease shall construe it more stringently against one party.

Section 1013. **Waiver.** No waiver of a default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed or shall operate as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. A waiver of a breach of any of the terms of this Lease or of a default under this Lease shall not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies herein provided are cumulative and, unless otherwise provided herein, are not exclusive of any rights or remedies provided by law.

Section 1014. **Brokerage Fees, Commissions.** County and Lessee mutually represent that there are no finders, consultants, agents or brokers involved in this transaction and that neither County nor Lessee has agreed to pay a commission or fee to any finder, consultant, agent or broker in connection with this Lease. Each party agrees to indemnify and hold harmless the other party from any liability arising from any claim for any such commission or fee alleged to be payable because of any statement, act or omission of the indemnifying party in connection with this transaction, including without limitation reasonable attorneys' fees and costs actually incurred in connection with defending said party from any such claim.

Section 1015. **Survival of Covenants.** Any covenant or obligation imposed on County or Lessee by the terms of this Lease which requires any performance on the part of County or Lessee after the expiration or earlier termination of this Lease shall be deemed to survive such expiration or earlier termination.

Section 1016. **Recording of this Lease.** The parties agree that this Lease shall not be recorded. A Memorandum of Lease as may be mutually agreed upon may be executed by the parties, along with such instruments as may be reasonably requested by the parties hereto and may be recorded in the appropriate public records.

Section 1017. **Notice.** Any notice, demand or other communication required or desired under this Lease shall be sufficiently given or delivered (i) when deposited with a reputable courier or overnight delivery service directed for next business day delivery; provided that the recipient shall have an additional one (1) business day from the date of deposit to respond or otherwise take action as permitted under this Lease; (ii) on the date of deposit in the United States mail, registered or certified, postage prepaid, return receipt requested; provided that the recipient shall have an additional three (3) business days from the date of the postmark to respond or otherwise take action as permitted under this Lease; or (iii) on the date of submission of a facsimile transmission which is confirmed; provided that such notice, demand or other communication is also deposited with a reputable courier or overnight delivery service or as United States first class mail, postage prepaid, on the same date as the facsimile transmission is submitted, as follows:

If to the County:           St. Clair County Board Chairman  
                                  Attn: Chairman  
                                  10 Public Square  
                                  Belleville, Illinois 62220-1623  
                                  Telephone: 618/277-6600, x. 2201  
                                  Facsimile: 618/277-2868

With copies to:           St. Clair County State's Attorney  
                                  Attn: Governmental Affairs  
                                  10 Public Square  
                                  Belleville, Illinois 62220  
                                  Telephone: 618-277-3892  
                                  Facsimile: 618-277-6748

If to Lessee:             WM Marketing, Inc.  
                                  ATTN: Curtis Francois  
                                  2110 S. Warson Road  
                                  St. Louis, MO 63124

The parties may change the address for notices hereunder by notifying the other parties in writing as specified herein.

Section 1018. **Counterparts.** This Lease may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts shall together constitute and be one and the same instrument.

Section 1019. **Quiet Enjoyment.** Upon substantial compliance by Lessee with the provisions contained in this Lease, Lessee shall peaceably and quietly hold and enjoy the Premises for the Lease Term without hindrance or interruption by the County or any other person or persons, except as reserved by County.

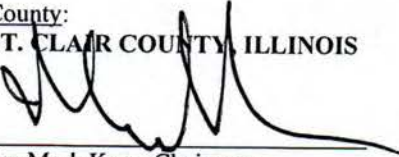
Section 1020. **Authority.** The persons executing this Lease on behalf of the County and on behalf of Lessee have the requisite power and authority to do so and to bind the parties in the performance of the respective obligations hereunder. Each party has full power and authority to enter into this Lease and to perform the transactions contemplated herein without the consent or approval of any other person or party whatsoever. County presently has, in its individual name alone, good and marketable fee simple title to the Premises.

Section 1021. **Consents; Approvals.** Any consent or approval required by a party or such party's representative or agent shall, to the extent not otherwise expressly stated, not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Lease as of the day and year first above written.

County:

ST. CLAIR COUNTY, ILLINOIS



By: Mark Kern, Chairman  
St. Clair County Board

Lessee:

WM MARKETING, INC.,

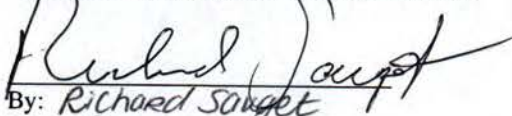


By: Curtis Francois  
Title: President

For Acknowledgement:

Public Building Commission:

PBC OF ST. CLAIR COUNTY, ILLINOIS



By: Richard Sargent  
Title: Chairman, PBC

#### SCHEDULE OF EXHIBITS

Exhibit A: Representation of Leasehold and Legal Descriptions of Three (3) Parcels. (8 Pages)

EXHIBIT A:  
REPRESENTATION OF LEASEHOLD AND LEGAL DESCRIPTIONS  
OF THREE (3) PARCELS.  
(8 PAGES)

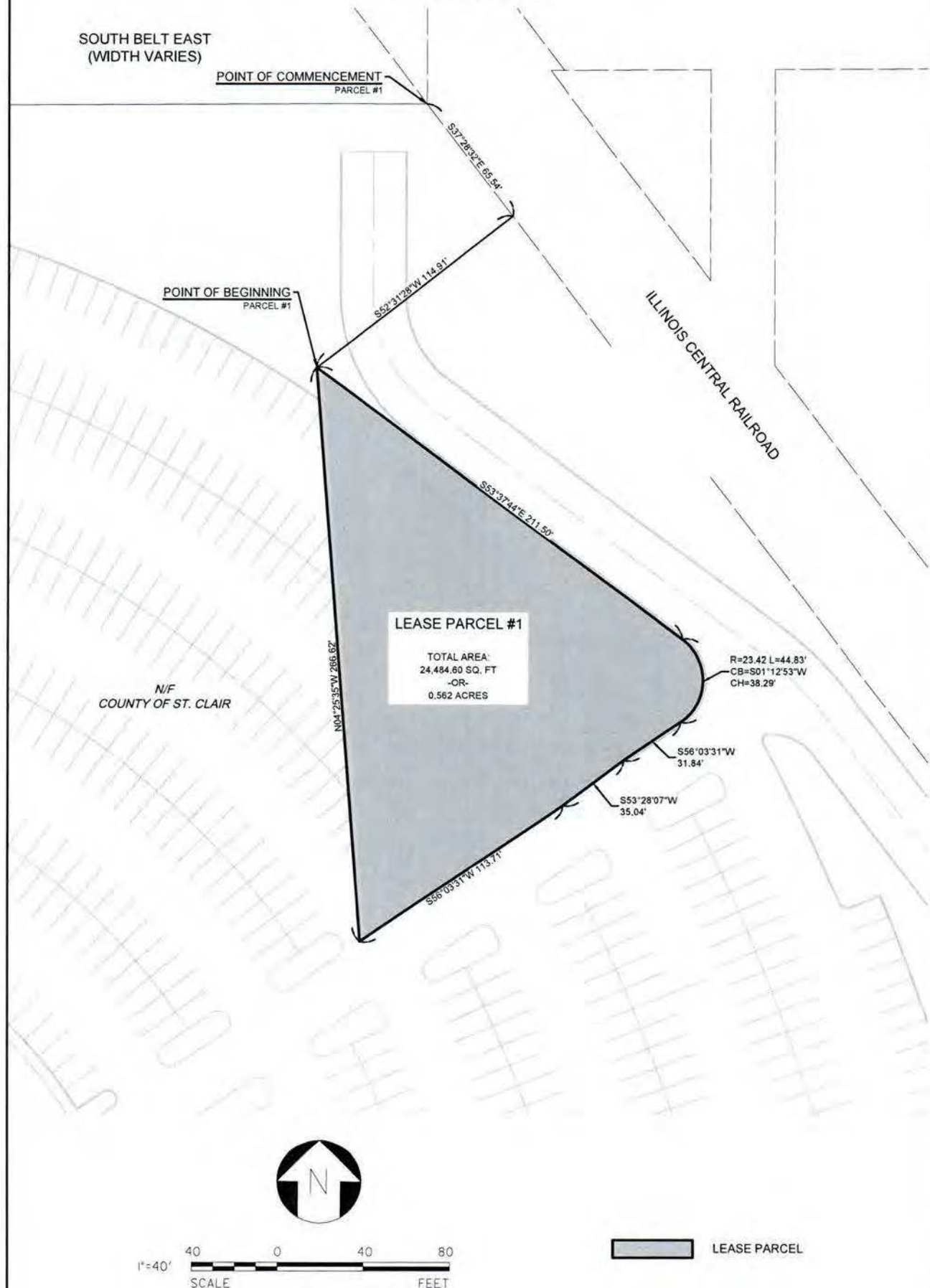
**PARKING LEASE, PARCEL #1**  
**LEGAL DESCRIPTION**  
**(0.562 acres, more or less)**

Part of Lots 13 of Abend's Subdivision; reference being had to the plat thereof being recorded in the St. Clair County Recorder's Office in Book of Plats 'A', on page 140, also being part of the southwest quarter of Section 27, Township 1 North, Range 8 West of the 3<sup>rd</sup> Principal Meridian, City of Belleville, St. Clair County, Illinois, being more particularly described as follows:

**Commencing** at the intersection of the south right of way line of South Belt East with the west right of way line of Illinois Central Railroad;  
*thence* along said west right of way line of the Illinois Central Railroad, South 37 degrees 28 minutes 32 seconds East for a distance of 65.54 feet;  
*thence* leaving said west right of way line, South 52 degrees 31 minutes 28 seconds West a distance of 114.91 feet to the **Point of Beginning** of the tract herein described;  
*thence* South 53 degrees 37 minutes 44 seconds East a distance of 211.50 feet;  
*thence* along a curve to the right having a radius of 23.42 feet for an arc length of 44.83 feet, also having a chord bearing of South 01 degrees 12 minutes 50 seconds West for a chord distance of 38.29 feet;  
*thence* South 56 degrees 03 minutes 31 seconds West a distance of 31.84 feet;  
*thence* South 53 degrees 08 minutes 07 seconds West a distance of 35.04 feet;  
*thence* South 56 degrees 03 minutes 31 seconds West a distance of 113.71 feet;  
*thence* North 04 degrees 25 minutes 35 seconds East a distance of 266.62 feet to the **Point of Beginning** of the tract herein described. Said tract contains 0.562 acres, more or less.

# LEASE AGREEMENT PARCEL #1

## EXHIBIT "A"



|                                                                                                                                                                                                                                                                  |                                               |                                                                                                                                                                                                                          |                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
|  <p>11 Executive Drive, Suite 12, Fairview Heights, IL 62209<br/>618.624.8438 voice, 618.624.8411 fax<br/>www.millennia.pro</p> <p><b>MILLENNIA PROFESSIONAL SERVICES</b></p> | <p>CLIENT:</p> <p><b>ST. CLAIR COUNTY</b></p> | <p>DATE: 08-21-2025</p> <p>BY: [Signature]</p> <p>CHECKED: [Signature]</p> <p>DATE: 08-21-2025</p> <p>TITLE:</p> <p><b>PARKING LOT LEASE AGREEMENT EXHIBIT<br/>BELLE-CLAIRE FAIRGROUNDS<br/>BELLEVILLE, ILLINOIS</b></p> | <p>PROJECT NO.<br/>ME23005</p> <p>SHEET 1 OF 1</p> <p>DRAWING NO.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|

**PARKING LEASE, PARCEL #2**  
**LEGAL DESCRIPTION**  
**(1.527 acres, more or less)**

Part of Lots 13 of Abend's Subdivision; reference being had to the plat thereof being recorded in the St. Clair County Recorder's Office in Book of Plats 'A', on page 140, also being part of the southwest quarter of Section 27, Township 1 North, Range 8 West of the 3<sup>rd</sup> Principal Meridian, City of Belleville, St. Clair County, Illinois, being more particularly described as follows:

**Commencing** at the intersection of the south right of way line of South Belt East with the west right of way line of Illinois Central Railroad;  
*thence* along said west right of way line of the Illinois Central Railroad, South 37 degrees 28 minutes 32 seconds East for a distance of 348.20 feet;  
*thence* leaving said west right of way line, South 52 degrees 31 minutes 28 seconds West a distance of 41.58 feet to the **Point of Beginning** of the tract herein described;  
*thence* South 37 degrees 28 minutes 32 seconds East a distance of 226.88 feet;  
*thence* along a curve to the right having a radius of 23.42 feet for an arc length of 45.92 feet, also having a chord bearing of South 18 degrees 42 minutes 10 seconds West for a chord distance of 38.91 feet;  
*thence* South 74 degrees 52 minutes 28 seconds West a distance of 329.78 feet;  
*thence* North 04 degrees 25 minutes 35 seconds West a distance of 188.72 feet;  
*thence* North 56 degrees 03 minutes 31 seconds East a distance of 190.40 feet;  
*thence* North 59 degrees 02 minutes 17 seconds East a distance of 34.15 feet;  
*thence* along a non-tangential curve to the right having a radius of 23.42 feet for an arc length of 23.02 feet, also having a chord bearing of South 65 degrees 38 minutes 00 seconds East for a chord distance of 22.10 feet to the **Point of Beginning** of the tract herein described. Said tract contains 1.527 acres, more or less.

SOUTH BELT EAST  
(WIDTH VARIES)

POINT OF COMMENCEMENT  
PARCEL #2

# LEASE AGREEMENT PARCEL #2 EXHIBIT "A"



40 0 40 80  
1"=40'  
SCALE FEET

LEASE PARCEL

N/F  
COUNTY OF ST. CLAIR

POINT OF BEGINNING  
PARCEL #2

R=23.42 L=23.02'  
CB=S85°38'04"E  
CH=22.10'

N69°02'17"E  
34.15'

S52°31'28"W  
41.58'

LEASE PARCEL #2

TOTAL AREA:  
66,536.40 SQ. FT  
-OR-  
1.527 ACRES

N04°25'35"W 188.72'

N56°03'31"E 100.40'

S74°52'58"W 271.60'

S37°28'32"E 226.88'

S74°52'58"W 58.18'  
R=23.42 L=45.92'  
CB=S18°42'13"W CH=38.91'



11 Executive Drive, Suite 12, Fairview Heights, IL 62208  
618-624-8458 • fax: 618-624-8433 • fax  
www.millennia.pro

MILLENNIA PROFESSIONAL SERVICES

CLIENT:

ST. CLAIR  
COUNTY

|        |            |
|--------|------------|
| DATE:  | 05-21-2008 |
| SCALE: | 1"=40'     |
| CHG:   | DLJ        |
| DRW:   | CJM        |

TITLE:

PARKING LOT LEASE AGREEMENT EXHIBIT  
BELLE-CLAIRE FAIRGROUNDS  
BELLEVILLE, ILLINOIS

PROJECT NO.

ME23005

SHEET 1 OF 1

DRAWING NO.

**PARKING LEASE, PARCEL #3**  
**LEGAL DESCRIPTION**  
**(7.669 acres, more or less)**

Part of Lots 13 of Abend's Subdivision; reference being had to the plat thereof being recorded in the St. Clair County Recorder's Office in Book of Plats 'A', on page 140, also being part of the southwest quarter of Section 27, Township 1 North, Range 8 West of the 3<sup>rd</sup> Principal Meridian, City of Belleville, St. Clair County, Illinois, being more particularly described as follows:

**Commencing** at the intersection of the south right of way line of South Belt East with the west right of way line of Illinois Central Railroad;  
*thence* along said west right of way line of the Illinois Central Railroad, South 37 degrees 28 minutes 32 seconds East for a distance of 656.25 feet;  
*thence* leaving said west right of way line, South 52 degrees 31 minutes 28 seconds West a distance of 41.73 feet to the **Point of Beginning** of the tract herein described;  
*thence* South 37 degrees 32 minutes 15 seconds East a distance of 131.24 feet;  
*thence* along a curve to the right having a radius of 118.42 feet for an arc length of 73.89 feet, also having a chord bearing of South 19 degrees 36 minutes 00 seconds East for a chord distance of 72.69 feet;  
*thence* South 01 degrees 43 minutes 30 seconds East a distance of 127.79 feet;  
*thence* South 02 degrees 33 minutes 47 seconds East a distance of 30.17 feet;  
*thence* South 03 degrees 24 minutes 03 seconds East a distance of 18.58 feet;  
*thence* along a curve to the left having a radius of 531.58 feet for an arc length of 90.67 feet, also having a chord bearing of South 08 degrees 17 minutes 15 seconds East for a chord distance of 90.56 feet;  
*thence* along a curve to the right having a radius of 118.42 feet for an arc length of 96.99 feet, also having a chord bearing of South 10 degrees 17 minutes 27 seconds West for a chord distance of 94.30 feet;  
*thence* along a curve to the left having a radius of 131.58 feet for an arc length of 56.00 feet, also having a chord bearing of South 21 degrees 33 minutes 49 seconds West for a chord distance of 55.58 feet;  
*thence* along a curve to the right having a radius of 13.42 feet for an arc length of 16.93 feet, also having a chord bearing of South 45 degrees 32 minutes 30 seconds West for a chord distance of 15.83 feet;  
*thence* South 81 degrees 41 minutes 34 seconds West a distance of 41.70 feet;  
*thence* along a curve to the left having a radius of 114.08 feet for an arc length of 49.82 feet, also having a chord bearing of South 69 degrees 11 minutes 10 seconds West for a chord distance of 49.43 feet;  
*thence* along a curve to the right having a radius of 265.16 feet for an arc length of 328.05 feet, also having chord bearing of North 87 degrees 52 minutes 55 seconds West for a chord distance of 307.53 feet;  
*thence* North 48 degrees 30 minutes 58 seconds West a distance of 11.76 feet;

*thence* North 44 degrees 35 minutes 18 seconds West for a distance of 284.04 feet;  
*thence* along a curve to the right having a radius of 33.42 feet for an arc length of 38.97 feet,  
also having a chord bearing of North 11 degrees 10 minutes 52 seconds West for a chord  
distance of 36.80 feet;  
*thence* along a curve to the left having a radius of 501.58 feet for an arc length of 204.76  
feet, also having a chord bearing of North 10 degrees 32 minutes 11 seconds East for a  
chord distance of 203.34 feet;  
*thence* along a curve to the right having a radius of 53.42 feet for an arc length of 70.89 feet,  
also having a chord bearing of North 36 degrees 51 minutes 45 seconds East for a chord  
distance of 65.80 feet;  
*thence* North 74 degrees 52 minutes 58 seconds East for a distance of 449.10 feet;  
*thence* along a curve to the right having a radius of 23.42 feet for an arc length of 27.77 feet,  
also having a chord bearing of South 71 degrees 08 minutes 23 seconds East for a chord  
distance of 26.17 feet to the **Point of Beginning** of the tract herein described. Said tract  
contains 7.669 acres, more or less.

SOUTH BELT EAST  
(WIDTH VARIES)

POINT OF COMMENCEMENT  
PARCEL #3

# LEASE AGREEMENT PARCEL #3 EXHIBIT "A"



80 0 80 160  
1"=80'  
SCALE FEET

LEASE PARCEL

N/F  
COUNTY OF ST. CLAIR

POINT OF BEGINNING  
PARCEL #3

R=23.42 L=27.77'  
CB=S71°08'23"E CH=26.17'

S52°31'28"W  
41.73'

N74°52'58"E 449.10'

S17°32'16"E 131.24'

R=118.42 L=73.89'  
CB=S19°36'00"E  
CH=72.69'

N/F  
CITY OF  
BELLEVILLE

LEASE PARCEL #3

TOTAL AREA:  
334,063.37 SQ. FT  
-OR-  
7.669 ACRES

R=53.42 L=70.80'  
CB=N36°51'45"E  
CH=65.80'

R=501.58 L=204.76'  
CB=N10°52'11"E CH=203.34'

R=33.42 L=39.97'  
CB=N11°10'52"W  
CH=36.80'

N44°35'35"W  
63.89'

N44°35'35"W 180.48'

N44°35'18"W  
39.67'  
N48°30'58"W  
11.76'

R=265.16 L=328.05'  
CB=N87°52'55"W CH=307.53'

R=114.08 L=49.82'  
CB=S69°11'10"W  
CH=49.43'

R=118.42  
L=96.99'  
CB=S10°17'27"W  
CH=94.30'

R=131.58  
L=58.00'  
CB=S21°33'49"W  
CH=55.58'

R=13.42 L=16.93'  
CB=S45°32'30"W  
CH=15.83'

S81°41'34"W  
41.70'

ENVIRONMENTAL DRIVE



11 Executive Drive, Suite 12, Fairview Heights, IL 62208  
618.224.8418 ext. 618.224.8411 fax  
www.millennia-pro.com

MILLENNIA PROFESSIONAL SERVICES

CLIENT:

ST. CLAIR  
COUNTY

|        |            |
|--------|------------|
| DESIGN | CJR        |
| DRAWN  | SLR        |
| SCALE  | 1"=80'     |
| DATE   | 05-22-2025 |

TITLE:

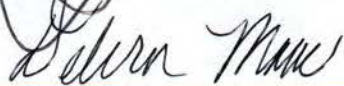
TRACK LEASE AGREEMENT EXHIBIT  
BELLE-CLAIRE FAIRGROUNDS  
BELLEVILLE, ILLINOIS

PROJECT NO.  
ME23005  
SHEET 1 OF 1  
DRAWING NO.

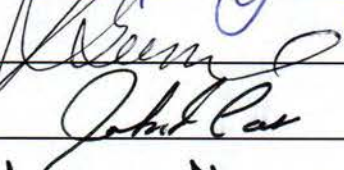
Recommendation to Approve a Lease Agreement Between St. Clair County and  
WM Marketing, Inc. for the Belle-Clair Speedway

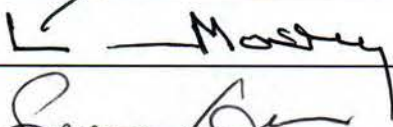
REVIEWED BY:

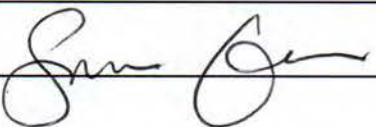
  
\_\_\_\_\_  
State's Attorney's Office

  
\_\_\_\_\_  
Director of Administration

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
FINANCE COMMITTEE

**BELLE-CLAIR FAIRGOUNDS**  
**CONCESSION AGREEMENT**  
**RACETRACK**

This Concession Agreement ("Agreement") is made and entered into as of the 22nd day of June, 2026, by and between **St. Clair County, Illinois**, a governmental entity, as owner of the Belle-Clair Speedway, located at 202 South Belt East, Belleville, Illinois (hereinafter the "**County**"), and **WM Marketing, Inc.**, of 2110 S. Warson Road, St. Louis, Missouri 63124, a Missouri corporation that is registered to do business in Illinois (hereinafter referred to as "**WM**") as lessee of the Belle-Clair Speedway, and **Fairgrounds Concessions, LLC**, of 315 Belle Street, Alton, Illinois 62002, an Illinois Limited Liability Company (hereinafter referred to as "**Concessionaire**"), and.

**WITNESSETH:**

**WHEREAS**, County is the owner of Belle-Clair Speedway ("Speedway"), located at 202 South Belt East, Belleville, St. Clair County, Illinois; and

**WHEREAS**, the County has entered into a Lease Agreement with WM for the lease and operation of the Speedway; and

**WHEREAS**, the County and WM find that food and beverage concessions at the Speedway are essential for the success of the Speedway and the proper accommodation of the public at events held at the Speedway; and

**WHEREAS**, the County has entered into a Concession Agreement with Concessionaire for the providing of food and beverage concessions at the adjacent Fairgrounds Expo Hall; and

**WHEREAS**, Concessionaire represents that it desires to provide food and beverage (including alcohol and liquor) concessions, as well as catering services, at the Speedway, and is qualified to perform food and beverage concession services, as well as catering services, and has or will have the necessary permits and/or licenses to perform such services at the Speedway; and

**WHEREAS**, County, WM, and Concessionaire desire to enter into this Agreement to allow the Concessionaire to provide the exclusive food and beverage concession services and catering services at the Speedway pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in recognition and reliance upon the foregoing, and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, County, WM, and Concessionaire agree as follows:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.01. Definitions.** The following words and phrases shall have the following meanings:

- A. "**Agreement**" shall have the meaning ascribed thereto in the first paragraph of this instrument.

B. **"Speedway"** shall mean that racetrack located at 202 South Belt East, Belleville, St. Clair County, Illinois, which is further depicted and identified on **Exhibit "A"** attached hereto and incorporated herein.

C. **"Commencement Date"** shall mean the date of July 1, 2026.

D. **"Contract Year"** shall mean as follows: for the calendar year 2026 from Commencement Date to December 31, 2026, thereafter, each of the consecutive twelve (12) month periods for the remainder of the Initial Term, and any Additional Renewal Term as defined herein.

E. **"Gross Revenue"** shall mean the gross receipts from all concession sales made and services performed for cash or credit at the Speedway, regardless of the point of origin or delivery of the order, and any other revenue of any type arising out of or in connection with Concessionaire's operations at the Speedway, whether performed by the Concessionaire, its subleases, subsidiaries, associated companies or otherwise. The following shall be excluded or deducted from Gross Revenues:

a. federal, state, county and municipal sales taxes or other taxes separately stated and collected from customers.

b. cash or credit refunds given to customers for returned products purchased at the Speedway.

F. **"Premises"** shall mean the Speedway, including its grandstands, suites, and other seating areas, concession areas, walk-in coolers, kitchen trailer, and infield area, as more particularly depicted and identified on **Exhibit "A"**, and those other areas that have been designated by WM or County for use by Concessionaire for the storage of Concessionaire's products, as well as other areas of the Premises for uses as provided for from time-to-time by WM or County. Premises specifically **do not include** the adjacent expo hall facility (commonly known as the Fairgrounds) or any parking areas associated with the Fairgrounds.

## **ARTICLE II PREMISES**

### **Section 2.01. Premises.**

A. WM and County hereby permit Concessionaire the right to use the Premises as set forth herein. The rights granted in Article III hereof may be exercised only on the Premises.

B. WM or County shall have the right to add, relocate or reclaim all or portions of the Premises upon reasonable notice to Concessionaire. Any relocation of Premises will be reasonable regarding the selection of substitute space that is as near comparable as possible. If such relocation is necessary, neither WM nor County will be liable or responsible for any inconvenience or loss by Concessionaire of business or Gross Revenues resulting from the relocation provided that WM or County timely undertakes reasonable efforts to prevent or minimize such inconvenience or loss.

**Section 2.02. Access.** Subject to Article VIII hereof, Concessionaire has the right or free access, ingress to and egress from the Premises for Concessionaire's employees, agents and invitees. However, WM or County may designate certain areas, at their discretion, for the parking of

Concessionaire's employees, agents, and invitees.

### **ARTICLE III RIGHTS**

**Section 3.01. *Rights.*** WM hereby grants to Concessionaire, subject to all the terms, covenants and conditions of this Agreement, the exclusive right, license and privilege, to the extent allowed by law to operate Food and Beverage (including alcohol and liquor) Concession services, as well as catering services, during events held within/at the Premises. Concessionaire is restricted in its offering of non-food and non-beverage retail merchandise ("Sundries") to products that are specifically approved in writing by WM, which approval shall not be unreasonably withheld, but such Sundries shall not conflict or compete with any sundries being offered by other vendors on the Premises. Concessionaire is not granted the right to offer for sale any other products or services.

**Section 3.02. *Limitation of Rights.*** Concessionaire shall have no right to perform any services or offer for sale any products or engage in any other business or commercial activity at or upon the Premises that is not specifically granted under this Agreement unless approved by WM. This Agreement grants no express or implied rights to any privileges to the adjacent expo hall, the Fairgrounds, or any other common areas of the Belle-Clair Fairgrounds Park.

### **ARTICLE IV TERM**

**Section 4.01. *Term.*** The term of this Agreement shall commence on the Commencement Date and shall run for the following time period: the remainder of the calendar year 2026, the entire calendar year of 2027, and the entire calendar year of 2028 (01/01/2028 to 12/31/2028) (the "**Initial Term**"). Concessionaire and WM and County may agree to renew this Agreement, with any existing amendments, for up to two (2) additional one (1) year terms (i.e., the calendar years of 2029 and 2030) (each an "**Additional Renewal Term**") (the Initial Term and one or more Additional Renewal Terms, if exercised, shall be collectively referred to as the "**Term**") provided that either Concessionaire or WM shall give the other party at least ninety (90) days advance notice of its desire to negotiate an extension of this Agreement. Notwithstanding anything to the contrary herein, at any time during the Initial Term or any Additional Renewal Term, WM may terminate this Agreement, without cause and for its convenience, by providing Concessionaire ninety (90) days advance written notice of its intent to terminate.

**Section 4.02. *Capital Expenditures.*** The Concessionaire shall require no capital expenditure by either the County or WM.

**Section 4.03. *Surrender of Possession.*** No notice to quit possession shall be required upon the expiration of the Term of this Agreement. Concessionaire covenants and agrees that upon expiration of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises in good condition, reasonable wear and tear, Acts or God, and other casualties excepted.

## ARTICLE V FEES AND PAYMENTS

**Section 5.01. General.** Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the fees set forth in this Agreement, without demand, during the term of the Agreement.

**Section 5.02. Concession Fees.**

- A. Product Category and Percentage Fees:
- |                                             |     |
|---------------------------------------------|-----|
| Concession Food and Beverages (non-alcohol) | 30% |
| Catering Services                           | 30% |
| Alcohol & Liquor                            | 30% |
| Sundries or other approved Merchandise      | 30% |
- B. Concessionaire shall pay WM (at the address set forth below for notice or as otherwise directed by WM) that amount calculated as follows: The Gross Revenue received for food (including catering), alcohol and liquor, and sundries/other merchandise sold by Concessionaire beginning with the first day of the Contract Year through the last day of the reporting month shall be multiplied by the respective Product Category Percentage Fee. The amount so paid monthly shall be referred to as the "**Concession Fees.**"

**Section 5.03. Payment.** Payment of Concession Fees shall be made monthly, paid in arrears beginning on the fifteenth day of the first month immediately following the Commencement Date and on the same day of each subsequent month. At the time each payment is made, Concessionaire shall provide WM with a reconciliation of Gross Revenues, by category, each month.

**Section 5.04. Audit; Reports.**

A. WM and/or County reserves the right to perform an audit report of Gross Revenue following the conclusion of a Contract Year, or at any other time WM or County so selects. Subject to Sub-section "B" below, WM or County, whomever requests the audit, will bear the sole cost and expense for such audit. Such audit reports will be prepared by an independent Certified Public Accountant licensed to do business within the State of Illinois. The audit reports shall, at a minimum, certify the accuracy of (i) reported total accumulated Gross Revenue, (ii) accumulated Gross Revenue separated into the four (4) Product Categories, and (iii) the calculation of the total amount payable to WM based upon accumulated Gross Revenue for the Contract Year, the product categories and the Percentage Concession Fees. The audit reports shall also include a schedule showing the total of actual payments to WM during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Revenue without exception.

B. If through such audit report, it is established that additional fees are due to WM, Concessionaire shall pay such additional fees to WM no later than fifteen (15) days after completion of such audit and receipt of written notice from WM. If it is established that Concessionaire has overpaid WM, then such overpayment from Concessionaire shall be credited to the fees and charges next thereafter due from Concessionaire or paid to Concessionaire after the last Contract Year. If, as a result of the audits performed, it is

established that additional amounts are due from the Concessionaire to WM, the Concessionaire shall immediately, upon written demand from WM, pay to WM such additional amounts at the rate specified herein from the date such additional amounts should have been paid. Furthermore, in the event the audit results disclose an underreporting by Concessionaire to WM more than two percent (2%) or more, Concessionaire shall pay WM or County's cost of such audit immediately upon written demand therefor.

C. Within thirty (30) days after the close of each Contract Year, Concessionaire shall provide WM with an estimate of projected monthly Gross Revenue for the subsequent Contract Year by product category as set out above.

D. The Concessionaire shall provide to the WM or County all information, documents, and data as may be reasonable to permit the WM or County and the independent Certified Public Accountant to verify and reconcile the computation of the Concession Fees remitted under this Article, including but not limited to receipts, invoices, cash register/credit card records, accounts receivable records and the like.

**Section 5.05. Unpaid Concession Fees and Fees.** All unpaid Concession Fees payments due WM hereunder will bear interest at the rate of ten percent (10%) per annum from the date when due, but not in excess of the highest rate legally chargeable, if same is not paid and received by WM on or before the 15th day of the month in which said payments are due and Concessionaire agrees that it will pay and discharge all costs and expenses including attorney's fees incurred or expended by WM in collection of said delinquent amounts due including services charges.

**Section 5.06. Prompt Payment of Taxes and Fees.** Concessionaire covenants and agrees to pay promptly all lawful employment, withholding and income taxes, sales taxes, and any other taxes levied by local, state, or federal governments, special assessments, excise taxes, license fees, permit fees, and utility service charges of whatever nature applicable to its operation at the Premises, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees, and charges to become delinquent.

**Section 5.07. Mechanics' and Materialmen's Liens.** Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be recorded against the Premises or any part or parcel thereof, or the Improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

**Section 5.08. Accounting Records and Reports.** Concessionaire will, during the term hereof, make available in St. Clair County true, accurate, complete, and auditable records of all business conducted by it at the Premises. Concessionaire will make same records available to WM or County for two (2) years following the termination of this Agreement. These records will be accessible during usual business hours to WM or County or their respective duly appointed agents or auditors.

**Section 5.09. Concession Fees and Payment Adjustments.** At the end of each Contract Year, Concessionaire shall review the Concession Fees received by it and make appropriate payment adjustments. If the parties desire to renew this Agreement for any Additional Renewal Term, the parties, upon mutual agreement, may adjust the Product Category and Percentage Fees set forth in §5.02.

**Section 5.10. Additional Fees, Charges and Concession Fees.** Concessionaire will pay additional fees and charges under the following conditions:

- If WM or County has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse WM or County.
- If WM or County is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect, or refusal, of Concessionaire to perform or fulfill any of the conditions of this Agreement.
- All charges and fees involved with security badging.

Such payments will include all interest, costs, damages, and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees or charges thereafter due hereunder. Each part of such payment will be recoverable by WM or County in the same manner and with like remedies as if it were originally a part of the Concession Fees and charges as set forth herein. For all purposes under this paragraph, and in any suit, action or proceeding of any kind between parties hereto, any receipt showing the payment of any sum or sums by WM or County for any work done or material furnished will be *prima facie* evidence against Concessionaire that the amount of such payment was necessary and reasonable.

**Section 5.11. Notice, Place and Manner of Payment.** Payments will be made to WM at 2110 S. Warson Road, St. Louis, MO 63124 or at such other place WM may hereafter notify Concessionaire and will be made by check or wire transfer. If a payment is due to County under this Agreement by Concessionaire, such shall be made to County at 200 South Belt East, Belleville, Illinois 62220 or at such other place so designated by the County, and payment will be made by check or wire transfer.

## ARTICLE VI CONCESSIONAIRE'S OPERATIONS

**Section 6.01. Standards of Service.** Concessionaire covenants and agrees to maintain a top-quality concession and catering operation. Concessionaire shall furnish a first-class food, beverage (including alcohol and liquor), and sundries concession services, as well as catering services, that serve the needs of all users of the Premises, and offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Premises on a fair, equal and nondiscriminatory basis to all categories or users and in a manner that will reflect positively upon Concessionaire, WM and County. Concessionaire shall offer for sale quality products and shall equip, organize, put into service, and manage efficiently the food, beverage (including alcohol and liquor), and sundries concessions, as well as catering, to provide service with a consistent clean, attractive, and pleasant atmosphere. Concessionaire shall consult with WM on menu selection options, as well as pricing and sizes, and may only use food and beverage (including alcohol and liquor) products (i.e., brands) approved by WM, provided, however, such approval shall not be unreasonably withheld or delayed. Further, Concessionaire agrees to work with WM to assure its concession areas have the appropriate décor and appearance.

**Section 6.02. Hours of Operation.** The minimum hours of staffed operation for serving the public at any event held upon the Premises shall be set by WM. Concessionaire may not change the hours of operation without the written approval of WM.

**Section 6.03. Promotion.**

- A. Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it hereunder.

Concessionaire shall not divert or cause or allow any business to be diverted from the Premises by referral or any other method.

B. Concessionaire shall submit to WM at the commencement of each calendar year a proposed promotion plan for its concession services for that year. Such plan will include the type and timing of sales promotion it intends to implement to publicize and promote the food, beverage (including alcohol and liquor), and sundries concession services, as well as catering services, and increase sales. This plan shall include scheduled seasonal, theme, special event, and general promotions. Concessionaire shall submit an update of its promotion plan as requested by WM.

#### **Section 6.04. Personnel.**

A. Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms/attire, and all of its employees to wear badges indicating company trade name and employees first name. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean, and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of the food, beverage (including alcohol and liquor) and sundries concession, as well as catering services. However, such will not foreclose Concessionaire from allowing properly trained charitable or community organizations to staff concession areas, so long as such volunteers adhere to the rules and regulations herein. Concessionaire agrees that it will be responsible for ensuring that its employees and volunteers abide by all applicable laws, rules, and regulations. Concessionaire's oral solicitation of business at the Speedway shall be confined to the Premises. Concessionaire shall prohibit and restrain its employees, volunteers, vendors, and agents from loud noise, boisterous, or otherwise objectionable behavior. Upon notice from WM concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. Concessionaire shall submit on the Commencement Date and as WM may require thereafter, a proposed staffing plan of management and supervisory employees. Concessionaire agrees to provide staff in reasonable numbers adequate to provide a high level of service and maximize sales but commercially reasonable when considering, among other things, the number of expected customers.

C. Concessionaire recognizes and agrees that the security requirements may change, and Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

D. Concessionaire recognizes that it is an independent contractor, that its relationship with WM and the County is as an independent contractor, and that Concessionaire's staff/employees, including management and supervisory employees, are under Concessionaire's sole control and supervision. Concessionaire, at its cost, shall hire all employees and provide all personnel required by it to provide the services in accordance with the requirements of this Agreement. Such persons shall be Concessionaire's employees and are not employees or personnel of either WM or the County, and Concessionaire shall make appropriate and required withholdings from the wages of its employees and is responsible for all compensation and benefits paid to its employees, as well as maintaining workers' compensation coverage for all employees, and all other benefits required by applicable rules, regulations, and laws (state and federal).

**Section 6.07. Manager.** Concessionaire shall always retain one or more qualified, competent, and experienced managers who shall manage and supervise the operations and the Premises and represent and act for Concessionaire. The manager shall ordinarily be available during regular business hours and event hours. A responsible subordinate shall always be in charge and available during the manager's absence.

**Section 6.08. Deliveries.** Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions (e.g., expo hall events), other users of the Speedway, and the adjacent Fairgrounds, and shall coordinate its use of the receiving area with other users. All deliveries must be received in the areas designated by WM for shipping and receiving deliveries. In no event shall deliveries be received outside of the designated area. All deliveries are the responsibility of Concessionaire and not WM or the County.

**Section 6.09. Record Keeping.** Concessionaire agrees to provide for the collection of all monies and provide accounting, audit and reports of Gross Revenue as required by Article V of this Agreement. In addition, Concessionaire shall ensure that a point-of-sale system, which shall include a dedicated credit card processing system, is provided in all locations at the Premises which is capable of providing comprehensive records, in a format reasonably acceptable to WM, of monthly and annual sales of Concessionaire for each concession area and/or point-of-sale under this Agreement. These records are to be retained by Concessionaire and may be examined upon request of WM or County.

**Section 6.10. Operation.**

A. Concessionaire shall be responsible for all aspects of the management and operation of concessions and catering at the Premises. Further, Concessionaire will provide employees and other staff and necessary components of the operation, including inventory, fixtures, equipment and supplies except otherwise provided in this Agreement.

B. Neither WM nor County shall be responsible for any of Concessionaire's goods, merchandise or equipment, which is used, maintained or stored at the Premises, nor will either be responsible for damage to such goods, equipment, or merchandise resulting from flood, fire, explosion, vandalism or other causes outside the control of WM or County.

**Section 6.11. Communication.**

A. Concessionaire's manager shall schedule monthly meetings with the appropriate representative of WM to discuss sales and revenue performance, product selection, product pricing, operational programs, planned and approved construction/renovation and any other relevant issues which may adversely affect Concessionaire's operation at the Premises. Concessionaire shall also be available for meetings at other times reasonably required by WM.

B. Concessionaire shall be responsible for notifying WM of any problem which reduces service levels or sales or in any way impairs Concessionaire's operation. WM will undertake, in its sole discretion, reasonable efforts to assist in eliminating such problems.

## ARTICLE VII IMPROVEMENTS AND ALTERATIONS

**Section 7.01. Condition of Premises.** Concessionaire will take the Premises in "AS IS" condition with all utilities brought to the concession areas and with demising walls erected, intact and in a reasonable state of repair.

**Section 7.02. Concessionaire Improvements.** If Concessionaire desires to make improvements, including temporary improvements, to the Premises, Concessionaire shall submit detailed drawings, plans and specifications to WM and County for approval. Concessionaire will begin work on proposed construction of said improvements only after it has received the written approval of its plans and specifications from WM and the County. Any Concessionaire improvement is undertaken at the Concessionaire's sole cost and expense, and to the extent any Concessionaire improvement becomes a permanent fixture to the Premises such shall remain the property of the County at the termination of this Agreement.

**Section 7.03. Contractor's Liability Insurance.** For any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to procure and maintain for the term of the contract, insurance coverages conforming to the types and minimum limits stated below, and naming WM and the County as "Additional Insured" on the Commercial General Liability and Automobile Liability policies. All contractor insurance shall be in a form agreeable to WM and the County and certificates of insurance showing proof of coverage shall be delivered to WM and County.

A. Commercial General Liability. Limits for Commercial General Liability, including Bodily Injury, shall be no less than \$2,000,000 combined single limit per occurrence and in the aggregate. Medical Payments coverage shall have a limit of no less than \$5,000 per person.

B. Automobile Liability. Coverage shall be afforded on all owned, non-owned and hired vehicle, whether private passenger or other than private passenger and shall include Uninsured and Underinsured motorist. Limits for the Automobile Liability, Uninsured and Underinsured Motorist coverages, shall be no less than \$2,000,000 combined single limit for Bodily Injury and Property Damage.

C. Workers' Compensation/Employer's Liability. Workers' Compensation coverage shall be afforded for all operations conducted under this Agreement as required by State of Illinois statute. Coverage for Employers' Liability shall be no less than \$500,000 for each accident.

**Section 7.04. Performance and Payment Bonds.** Concessionaire shall require each of its contractors and suppliers of construction materials to furnish performance and payment bonds in the full amount of any contract in a form acceptable to WM and County. Copies of the bonds shall be given to WM and County for approval before work begins. Any sum or sums derived from said performance and payment bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

**Section 7.05. Certificates of Completion.** Upon the completion of any Improvements hereunder, Concessionaire shall submit to WM and County a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal,

state or local government or agency in connection with the completion or occupancy thereof by Concessionaire. Concessionaire shall also obtain waiver of mechanics' liens from all contractors and subcontractors.

#### **Section 7.06. Signs.**

A. Concessionaire shall not erect, maintain, or display any signs on the Premises without the prior written approval of WM, which approval shall not be unreasonably withheld, unless such signage conflicts with signage or sponsorships obtained by WM for the Speedway. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of food, beverage (including alcohol and liquor), and sundries concession services on the Premises as contemplated hereunder. Concessionaire shall comply with all rules promulgated by WM regarding the placement of signs and advertising on the Premises.

B. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to WM for approval, drawings, electrical details, sketches, designs, elevations, mounting details, and dimensions of such signs. Any conditions, restrictions, or limitations with respect to the use thereof as agreed in writing shall become conditions of the Agreement.

C. Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its food, beverage (including alcohol and liquor), and sundries concession services. Concessionaire shall not place any signs outside of the Premises.

**Section 7.07. Title to Improvements and Fixtures.** All improvements constructed or placed in the Premises by Concessionaire that are not Removable Fixtures, and all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in County upon expiration or earlier termination of this Agreement; subject, however, to Concessionaire's obligation to operate, repair, maintain (in good working order) and replace, and its right of possession, use and occupancy during the Term and in accordance with this Agreement. The attached **Exhibit "B"** contains a list of all County owned appliances and equipment that the Concessionaire may use during the Term and in accordance with this Agreement, and such identified items shall remain the property of the County even after termination of this Agreement. County reserves the right and Concessionaire agrees that County may require Concessionaire to remove any or all improvements and structures and restore the Premises to their original condition. Concessionaire agrees to bear all costs of such removals and restorations.

### **ARTICLE VIII USE OF PREMISES**

**Section 8.01. Compliance with Laws and Regulations.** Concessionaire shall comply with all rules and regulations which WM or the County may establish from time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public way as to the

manner of use or the condition of the Premises or of adjoining public ways.

**Section 8.02. *Repairs and Maintenance.*** Concessionaire will provide and pay for all repairs and maintenance of the concession areas, and equipment therein, of the Premises, except any structural components of the Premises in which the concession areas are located.

**Section 8.03. *Additional Obligations.*** Concessionaire agrees to perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but Concessionaire's responsibilities are not limited to those functions:

A. Perform custodial and cleaning services periodically, and as necessary during hours of operation, to maintain a continuous sanitary environment including, but not necessarily limited to: mopping and sweeping of floors; vacuuming of carpets; cleaning surfaces of counters, trash receptacles, tables, windows, equipment, signs and chairs; polishing metal surfaces; dusting and polishing wood surfaces and other surfaces where dust accumulates; emptying trash receptacles; and, regularly clean grease traps and drains to prevent leakage.

B. Upon execution of this Agreement, Concessionaire shall establish a preventative and routine cleaning and maintenance program, the provisions of which shall be subject to periodic review by WM. Concessionaire, from time to time upon request, shall provide WM with a written schedule of Concessionaire's cleaning and maintenance program. Concessionaire will perform all needed cleaning and maintenance (hereinafter in this section referred to collectively as "Maintenance") of the appliances, equipment and fixtures provided by WM, County, and Concessionaire on a timely basis. The Maintenance to be performed by Concessionaire shall include but is not limited to the following: tables, chairs, sinks, griddles, cooktops, fryers, exhaust fans, exhaust hoods, coolers, refrigerators, freezers, beverage dispensers, ice makers and bins, and all other kitchen appliances and related equipment, whether owned by WM, County, or Concessionaire, and such shall be kept in good working order and condition, and to industry standards, during the Term of this Agreement. Additionally, Concessionaire will be responsible for the cost of removing and properly disposing of all grease and oil from its operations.

C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's employees, agents, guests, patrons, and invitees.

E. All waste matter shall be stored and disposed of in a manner satisfactory to WM and Concessionaire agrees to arrange for the timely disposal, at its own expense, of all waste material. Concessionaire may not dispose of any such items in the public areas. This may require the use of special devices including, but not limited to, special containers, compactors, and disposal systems. Concessionaire agrees to promptly provide and install same and to abide by these requirements. In transporting waste matter, trash, and refuse from the Premises, Concessionaire shall use only carts or conveyances that are covered, leak-proof, and equipped with wheels suitable for operating without damage to the Premises. Concessionaire will, at the commencement of this Agreement, submit a written plan to WM of its methods of handling and disposal of trash, garbage, grease, oil, and refuse which shall be subject to the approval of WM.

F. Keep all papers and debris picked up periodically, and as necessary during hours of operation, from the concession areas, kitchen areas, or other areas of the Premises used by Concessionaire and its employees/staff.

G. Keep all floors, walls, and surfaces of the concession areas, kitchen areas, or other areas of the Premises used by Concessionaire and its employees/staff clean and sanitary, free from dust and dirt buildup.

H. No storage will be permitted on the exterior areas of the Premises or outside of concession areas or designated storage space.

I. Keep concession areas, kitchen areas, or other areas of the Premises used by Concessionaire and its employees/staff free of pests and provide pest control services as needed.

**Section 8.04. Right to Enter, Inspect and Make Repairs.** WM and/or County and their respective authorized officers, employees, agents, contractors and other representative shall have the right (at such times as, may be reasonable under the circumstances and with as little interruption or Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.

B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after WM or County has given Concessionaire notice so to do, in which event Concessionaire shall reimburse the respective party make the repair for the cost thereof plus a charge of 10% for overhead promptly upon demand.

C. To gain access to the mechanical, electrical, utility, and structural systems of the Premises for the purpose of maintaining and repairing such systems.

**Section 8.05. Utilities.** County shall, at its sole cost, provide electricity, potable water, sewer, heating and air conditioning (in those areas required by the County or WM), to the Premises in capacities and in those areas based upon normal operation in the industry. Additional heating or cooling necessary caused by Concessionaire's operation, i.e. heat generating equipment, odor producing operations requiring exhaust systems, etc., shall be at the sole cost and expense of Concessionaire. The County shall provide a total of four (4) 100-amp electrical panels in those designated concession areas. Any additional hard-wired electrical panels, additional power outlets, or lighting needed by Concessionaire shall be at Concessionaire's sole cost and expense, and subject to the provisions of Article VII herein. Any portable power (e.g., generators or inverters) required by Concessionaire will be the sole cost, expense and responsibility of Concessionaire.

## **ARTICLE IX LOSS OF AND LIABILITIES PERTAINING TO PREMISES**

**Section 9.01. Insurance Coverage.** The Concessionaire agrees to procure and maintain for the term of this Agreement insurance coverage conforming to the minimum requirements as stated below, and naming WM and County as "Additional Insureds" ("Additional Insureds" as to the County shall

be identified on any insurance policy required herein as follows, or as further requested by the County: "*St. Clair County, Illinois, and the Public Building Commission of St. Clair County, Illinois*") on the Commercial General Liability, Automobile Liability, and Dram Shop (Liquor) Liability policies. All policies of insurance required under this Agreement shall provide WM and County no less than thirty (30) days advance written notice or any material change, cancellation, or non-renewal. All coverage required by this Agreement shall be provided by insurance companies authorized to transact business under the laws of the State of Illinois, and acceptable to WM and County. The insurance companies providing coverage shall have a Best's Policy holder's Rating of "A" or better, and a Financial Rating of not less than "VII." WM and County shall have the right to approve the amount of any policy deductible or retention. Concessionaire shall provide a standard Acord Certificate(s) of Insurance as proof of insurance and required "Additional Insureds" clauses, prior to the commencement of this Agreement. Such certificate(s) shall be sent to WM and County. WM and County may request a copy of any insurance policies providing coverage to them and any endorsement.

A. Commercial General Liability coverage shall be on an occurrence form providing the following coverage:

- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Independent Contractors
- Broad Form Property Damage
- Fire Legal Liability
- Personal/Bodily Injury
- Medical Expense

Limits for Commercial General Liability, including Bodily Injury, shall be no less than \$2,000,000 combined single limit per occurrence and in the aggregate. Fire Legal Liability shall have a limit of no less than \$500,000. Medical Payments coverage shall have a limit of no less than \$5,000 per person. Limits for Commercial General Liability, including Bodily Injury shall increase to no less than \$5,000,000 combined single limit per occurrence and in the aggregate.

B. Automobile Liability coverage shall be afforded on all owned, non-owned and hired vehicles whether private passenger or other than private passenger and shall include Uninsured and Underinsured motorists. Limits for the Automobile Liability, Uninsured and Underinsured Motorist coverages, shall be no less than \$2,000,000 combined single limit for Bodily Property Damage.

C. Workers' Compensation Employer's Liability coverages shall be afforded for all operations conducted under this Agreement as required by State of Illinois statute. Coverage for Employers' Liability shall be no less than \$500,000 for each accident, disease each employee, and disease each policy limit.

D. "All Risk" property insurance, including Earthquake coverage, shall be afforded on Concessionaire's business personal property, build-outs, improvements and betterments, and alterations Coverage shall be sufficient to provide for the full replacement of Concessionaire's property as well as any "business interruption" expense incurred by

Concessionaire in order to remain "open for business," or to resume normal business operations in a manner and timeframe acceptable to WM and County.

E. Liquor Liability coverage and limits conforming to the State of Illinois Liquor Control Act (235 ILCS 5/6-21) are required.

**Section 9.02. Review of Requirements.** These insurance requirements (§9.01) shall be subject to annual review and may be modified by WM and County due to changes in Concessionaire's operations or exposures or necessitated by changes in legal requirements or insurance industry standard coverages.

**Section 9.03. INDEMNIFICATION.** CONCESSIONAIRE SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD WM AND COUNTY AND THEIR RESPECTIVE REPRESENTATIVES (INCLUDING ELECTED AND APPOINTED OFFICIALS), DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, COMMISSIONERS, DEPARTMENTS, AGENTS, AND EMPLOYEES HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ALL LIABILITIES, LOSSES, SUITS, CLAIMS, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING ALL REASONABLE COSTS FOR INVESTIGATION AND DEFENSE THEREOF (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES), OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS AGREEMENT AND/OR THE USE OR OCCUPANCY OF THE PREMISES OR THE ACTS OR OMISSIONS OF CONCESSIONAIRE'S DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, INVITEES, GUESTS, VENDORS, OR CONTRACTORS REGARDLESS OF WHERE THE INJURY, DEATH, OR DAMAGE MAY OCCUR, UNLESS SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OR INTENTIONAL ACT OF WM OR THE COUNTY OR THEIR RESPECTIVE REPRESENTATIVES (INCLUDING ELECTED AND APPOINTED OFFICIALS), DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, COMMISSIONERS, DEPARTMENTS, AGENTS, AND EMPLOYEES. WM AND COUNTY SHALL GIVE TO CONCESSIONAIRE REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. CONCESSIONAIRE SHALL ALSO USE COUNSEL REASONABLY ACCEPTABLE TO WM OR THE COUNTY, AS THE CASE MAY BE, AFTER CONSULTATION WITH WM OR COUNTY OR ITS DESIGNEE IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

**Section 9.04. Adjustment of Claims.** Concessionaire shall provide for the prompt and efficient handling of all claims arising out of the activities of Concessionaire under this Agreement.

**Section 9.05. Occupancy of Premises.** Concessionaire agrees that it will not permit any act or omission, commission or condition to exist which was not contemplated by the Agreement, which would directly or indirectly contribute to or cause an increase in WM or County's insurance premiums invalidate any WM or County insurance, or otherwise affect WM or County's ability to adequately insure the Premises.

## ARTICLE X ASSIGNMENT AND SUBLICENSING

### **Section 10.01. *Assignment and Sublicensing.***

A. Concessionaire shall not assign this Agreement without first obtaining written approval of WM and County. At least ninety (90) days prior to any contemplated assignment of this Agreement, Concessionaire shall submit a written request to WM and County. No assignment shall be made or shall be effective unless Concessionaire shall not be in default on any of the terms, covenants and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement.

Any such transfer or assignment without the consent of WM and County shall be of no force or effect and shall constitute a default on the part of Concessionaire under this Agreement. No action or failure to act on the part of any official (including elected or appointed), director, officer, shareholder, member, manager, agent, or employee of WM and County shall constitute a waiver by either WM or County of this provision of the Agreement.

B. Concessionaire may sublicense all or part of the rights under this Agreement with the prior written approval of WM and County. At least thirty (30) days prior to any contemplated sublicense of this Agreement, Concessionaire must submit in writing a request to WM and County. This request must include a copy of the proposed sublicense agreement. Such a sublicense must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublicensee will use the Premises solely for the purposes identified in this Agreement; (3) a provision ensuring that all concession services are available during the hours of operation required in Section 6.02 of this Agreement; and (4) a provision providing for the assignment of the sublicense by Concessionaire to WM and County, without consent of the sublicensee, upon the request of WM or County.

The parties understand and agree that Concessionaire is responsible for the performance of its sublicensees under this Agreement. Concessionaire agrees to initiate and take all corrective action should a sublicense fail to comply with its contract with Concessionaire or any provision of this Agreement. Alternative sublicensee(s) may be substituted on the same terms as the sublicensee it is replacing with the prior written approval of WM and County.

## ARTICLE XI TERMINATION OF AGREEMENT IN ENTIRETY

**Section 11.01. *WM's Right to Terminate.*** WM may declare this agreement terminated in its entirety, in the manner provided in Section 11.03 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a default:

A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay or any part thereof, shall be unpaid after the date the same shall become due; provided, however, that Concessionaire shall be given written notice of this failure to pay and shall have twenty (20) days thereafter to cure such failure to pay.

B. If, during the term of this Agreement, Concessionaire shall:

1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets.
2. File a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they come due.
3. Make a general assignment for the benefit of creditors without the approval of WM and County.
4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law.
5. File an answer admitting the material allegations of a petition filed against Concessionaire of a material term of this Agreement in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Concessionaire a bankrupt or insolvent, or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days;
6. Fail to maintain the quality of products or services to the reasonable satisfaction of WM as required hereunder; provided, however, that Concessionaire shall be given written notice of this failure and shall have five (5) days thereafter to cure such failure;
7. Fail to prevent cessation or deterioration of service for a period which, in the reasonable opinion of WM, materially and adversely affects the overall performance of Concessionaire under this Agreement; provided, however, that Concessionaire shall be given written notice of this failure and shall have ten (10) days thereafter to cure such failure;
8. Suffer to have filed any lien against Concessionaire or any of the improvements, equipment, or furnishings therein because of or resulting from any act or omission of Concessionaire and is not removed or enjoined within sixty (60) days of written notice from either WM or County;
9. Willingly desert, vacate or discontinue all or a portion of its operation of the Premises which, in the reasonable opinion of WM, results in a failure to provide the public and others the service contemplated hereunder; provided, however, that Concessionaire shall be given written notice of this failure and shall have ten (10) days thereafter to cure such failure; and
10. Fail in the performance of any terms, covenants, or condition herein required to be performed by Concessionaire; provided, however, that Concessionaire shall be given written notice of this failure and shall have twenty (20) days thereafter to cure such failure.

11. Fail in the performance of any terms, covenants, or conditions herein required to be performed by the Concessionaire that in the sole opinion of WM jeopardizes the ability of the Concessionaire to provide food or beverage (including alcohol and liquor) concession services or catering services for an impending event at the Premises pursuant to the terms, conditions and standards set forth herein; provided, however, that Concessionaire shall be given written or oral notice of this failure and shall have forty-eight (48) hours thereafter to cure such failure.

**Section 11.02. Concessionaire's Right to Terminate.** Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 11.03 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against WM or County preventing or restraining the use of the Speedway in its entirety or substantial entirety.

B. If WM or County shall have failed in the performance of any specific covenant within the control of WM or County and required by this Agreement to be performed by WM or County, as the case may be.

**Section 11.03. Procedures for Termination.** No termination declared by either party shall be effective unless and until such defaulting party has had an opportunity to cure such deficiency in the period for cure as set forth herein. If such period is not indicated herein, such period for cure shall be not less than thirty (30) days. Any notice of termination given hereunder shall specify the date and cause for termination, the period to cure and the date of termination of this Agreement should such deficiency not be cured within the applicable cure period.

If suit shall be instituted by WM upon the default of payment or charges and fees as provided herein, then Concessionaire agrees also to pay reasonable attorneys' fees including costs or collection thereof.

**Section 11.04. Rights Cumulative.** It is understood and agreed that the rights and remedies of WM and Concessionaire specified in this Article are not intended to be, and shall not be, exclusive of one another or exclusive of any common law right of either of the parties hereto.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

**Section 12.01. Notice.** Any notice, demand or other communication required or desired under this Agreement shall be sufficiently given or delivered (i) when deposited with a reputable courier or overnight delivery service directed for next business day deliver; provided that the recipient shall have an additional one (1) business day from the date of deposit to respond or otherwise take action as permitted under this Agreement; or (ii) on the date of deposit in the United States mail, registered or certified, postage prepaid, return receipt requested; provided that the recipient shall have an additional three (3) business days from the date of the postmark to respond or otherwise take action as permitted under this Agreement, as follows

If to, WM: WM Marketing, Inc.  
ATTN: Curtis Francois  
2110 S. Warson Road  
St. Louis, MO 63124

**\*\*AND COPY TO COUNTY\*\***

If to, County: Belle-Clair Fairgrounds Park  
ATTN: Director  
200 South Belt East  
Belleville, Illinois 62220

With copies to the following:

St. Clair County, Illinois  
ATTN: County Board Chairman  
10 Public Square  
Belleville, Illinois 62220

**And**

St. Clair County Public Building Commission  
ATTN: Director  
10 Public Square  
Belleville, Illinois 62220

If to Concessionaire:  
Fairgrounds Concessions, LLC  
ATTN: Robert A. Lenhardt  
315 Belle Street  
Alton, Illinois 62002

A party may change the address for notices hereunder by notifying the other party in writing as specified herein.

**Section 12.02. *Non-Discrimination and Affirmative Action Program.***

A. Concessionaire hereto understands and agrees in its use of the Premises as provided for herein will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations.

B. Concessionaire agrees that in performing under this Agreement, neither Concessionaire nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, national origin, or ancestry. Concessionaire will take affirmative action to ensure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin, or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of

compensation and selection for training including apprenticeship.

C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin, or ancestry.

D. Concessionaire will permit reasonable access by WM and County to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

E. Concessionaire further agrees that clauses "B" through "D" covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or Agreements entered into by Concessionaire with suppliers of materials or services, contractors and sublicensees, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

F. If Concessionaire is sued by a sublicensees, vendor, individual, group or association as a result of compliance with the clauses "A" through "E" of these provisions relating to fair employment practices, Concessionaire shall notify WM and County in writing of such suit or threatened suit within ten (10) days.

G. Concessionaire will establish and maintain for the term of this Agreement an affirmative action program and WM or County reserves the right to take such action as the United States Government may direct to enforce the above covenants.

H. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that such suborganizations similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

**Section 12.03. No Personal Liability.** No elected or appointed official, director, officer, shareholder, manager, member, commissioner, employee, or agent of WM and the County shall be personally liable under or in connection with this Agreement. Concessionaire acknowledges and agrees that in entering into this Agreement, Concessionaire does not rely on, and shall have no remedy with respect to, any statement, representation, warranty or understanding (whether intentionally, negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly specified in this Agreement.

**Section 12.04. *Force Majeure.*** WM, County and Concessionaire shall not be deemed in violation of this Agreement if any party is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Acts of God, pandemics, epidemics, quarantines, public health emergencies, act of superior governmental authority, weather conditions, riots, rebellion, terrorism, sabotage, or any other circumstances for which neither WM, County nor Concessionaire is responsible for nor which is in their respective control.

**Section 12.05. *Successors and Assigns.*** All the terms, provisions, covenants, stipulations, conditions, and considerations of this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

**Section 12.06. *Governing Law and Jurisdiction and Venue.*** This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be determined by the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois, and all actions arising hereunder shall be venue in said Court.

**Section 12.07. *Headings.*** The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 12.08. *Amendments.*** This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of the parties hereto.

**Section 12.09. *Withholding Required Approvals.*** Whenever the approval of WM, County and/or Concessionaire is required herein, no such approval shall be unreasonably requested or withheld, conditioned, or delayed, unless otherwise provided for herein. Whenever the approval of WM or County is required, the approval must be in writing.

**Section 12.10. *Waivers.*** No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

**Section 12.11. *Invalid Provisions.*** In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice WM, County or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

**Section 12.12. *Americans with Disabilities Act (ADA); Smoke Free Illinois Act; Firearms.*** Concessionaire shall be responsible for compliance with the Federal ADA plus any state laws and municipal and county ordinances, rules and regulations, pertaining to the disabled individual having access to Concessionaire's services. Concessionaire and its employees shall comply with the Smoke Free Illinois Act (410 ILCS 82/1, et seq.) in that smoking (tobacco, vaping, e-cigarettes, etc.) is not permitted inside the Premises and within 15ft. of any Premises/event space doors. The Premises is owned by the County and thus, concealing and carrying a firearm is strictly prohibited by all persons, including Concessionaire's agents and employees.

**Section 12.13. *Entire Agreement.*** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein.

**Section 12.14. *Not a Lease.*** This Agreement is not a lease and Concessionaire's right to use the Premises is entirely dependent upon the rights and privileges granted hereunder, as well as the rights of WM pursuant to its Lease Agreement with County, and Concessionaire will in no instance be deemed to have acquired any possessory rights against either WM, County or the Premises, or be deemed to be a tenant of WM or County.

**Section 12.15. *Advertising.*** Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Speedway or Premises, either directly or indirectly, in connection with any production, promotion, service or publication without the prior written consent of WM and County.

**Section 12.16. *Conflicts With Others.*** In the event of a conflict between Concessionaire and any licensee or other party allowed on the Premises by WM or County as to the respective rights of the others, WM and County shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each licensee and/or other party, and Concessionaire agrees to be bound by such decision. All determinations by WM and County are final.

**[This space intentionally left blank. Signature page to follow.]**

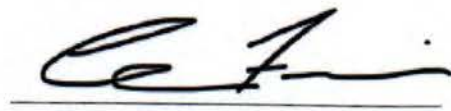
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CONCESSIONAIRE:

  
Robert A. Lenhardt, President  
Fairgrounds Concessions, LLC

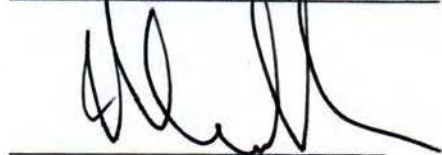
6-17-26  
Date

WM MARKETING, INC.

  
Curtis Francois, President  
WM Marketing, Inc.

6/22/26  
Date

ST. CLAIR COUNTY, ILLINOIS:

  
Mark A. Kern, Chairman  
St. Clair County, Illinois

6/23/2026  
Date

SCHEDULE OF EXHIBITS:

Exhibit A: Aerial of Speedway/Premises  
Exhibit B: Schedule of County Equipment

SOUTH BELT EAST  
(WIDTH VARIES)

POINT OF COMMENCEMENT  
PARCEL #3

# LEASE AGREEMENT PARCEL #3 EXHIBIT "A"

ILLINOIS CENTRAL RAILROAD  
S37°28'32"E 856.25'

N/F  
COUNTY OF ST. CLAIR



80 0 80 160  
1"=80'  
SCALE FEET

 SPEEDWAY/  
PREMISES

POINT OF BEGINNING  
PARCEL #3

R=23.42 L=27.77'  
CB=S71°08'23"E CH=26.17'

S52°31'28"W  
41.73'

N74°52'58"E 449.10'

R=53.42 L=70.89'  
CB=N36°51'45"E  
CH=65.80'

R=501.58 L=204.76'  
CB=N10°32'11"E CH=203.34'

R=33.42 L=38.97'  
CB=N11°10'52"W  
CH=38.80'

N44°35'35"W  
63.69'

N44°35'35"W 180.48'  
N44°35'18"W 39.67'  
N48°30'58"W 11.76'

GENERAL CONCESSION AREA

SPEEDWAY/PREMISES

TOTAL AREA:  
334,063.37 SQ. FT  
-OR-  
7.669 ACRES

APPROX. LOCATION OF CONCESSION STANDS  
WITH 100-AMP PANELS.

N/F  
CITY OF  
BELLEVILLE

S02°33'47"E  
30.17'  
S03°24'03"E  
18.58'

R=531.58  
L=90.67'  
CB=S08°17'15"E  
CH=90.56'

R=118.42  
L=96.99'  
CB=S10°17'27"W  
CH=94.30'

R=131.58  
L=56.00'  
CB=S21°33'49"W  
CH=55.58'

R=13.42 L=16.93'  
CB=S45°32'30"W  
CH=15.83'  
S81°41'34"W  
41.70'

ENVIRONMENTAL DRIVE

R=265.16 L=328.05'  
CB=N87°52'55"W CH=307.53'

R=114.06 L=49.82'  
CB=S69°11'10"W  
CH=49.43'

## **EXHIBIT B—SCHEDULE OF COUNTY EQUIPMENT**

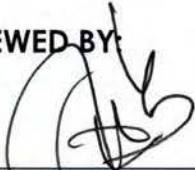
1. Paragon 112810 Classic Pop 14 oz Popcorn Machine – Qty 2
2. Benchmark USA 51018 Humidified Rotating Pizza/Pretzel Display Warmer with Pretzel Rack and 18" Pizza Rack – 120V, 1480W – Qty 4
3. Choice 12" Black Coated Handle Stainless Steel Scalloped Tongs – Qty 10
4. Regency Spec Line 24" X 36" 14 Gauge Stainless Steel Commercial Work Table with 4" Backsplash and Undershelf – Qty 8
5. Regency Spec Line 30" X 72" 14 Gauge Stainless Steel Commercial Work Table with 4" Backsplash and Undershelf – Qty 1
6. Carnival King CD450 Stainless Steel Dual Peristaltic Cheese Sauce and Chill Dispenser – 120V, 450W – Qty 2
7. True TD-80-30-S-HC 80 1/8" Stainless Steel Horizontal Bottle Cooler – Qty 2
8. True TD-95-38-S-HC 95 3/8" Stainless Steel Horizontal Bottle Cooler Qty 2
9. Avantco RG1850SLT 50 Slanted Hot Dog Non-Stick Roller Grill with 48 Bun Warmer and Pass-Through Canopy – 120V, 1460W – Qty 4
10. Servit FFDS26 26" Stainless Steel Fry Dump Holding Station – 120V – Qty 2
11. Heinz Keystone 1.5 Gallon Red and Yellow Plastic Countertop Pump Dispensers with Heinz Ketchup and Mustard Pouches – Qty 4
12. Beverage-Air UCR27HC-24-23 27" Shallow Depth Low Profile Left-Hinged Door Undercounter Refrigerator – Qty 2
13. Beverage-Air HF1WHC-15 Horizon Series 35" Top Mounted Solid Door Wide Reach-In Freezer – Qty 1
14. Beverage-Air HR1WHC-15 Horizon Series 35" Top Mounted Solid Wide Reach-In Refrigerator – Qty 1
15. T&S HG-4D-48K Safe-T Link Quick Disconnect 48" Yellow Coated Steel Gas Appliance Connector Hose with 1 FreeSpin Fitting and Installation Kit – 3/4" NPT – Qty 3
16. Imperial Range IFS-75LP Liquid Propane 75 lb. Tube Fired Fryer – 175,000 BTU – Qty 2
17. Imperial Range ITG-48LP 48" Countertop Thermostatically Controlled Liquid Propane Griddle – 120,000 BTU – Qty 1
18. Nemco 9020-2 Countertop Cold Condiment Chiller with Two 1/6 Size Food Pans and Clear Hinged Lids – 120V – Qty 2

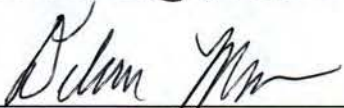
## **EXHIBIT B—SCHEDULE OF COUNTY EQUIPMENT**

- 19. Beverage-Air UCF24AHC 24" Undercounter Freezer – Qty 1
- 20. Beverage-Air UCF27AHC 27" Undercounter Freezer – Qty 1
- 21. Hoshizaki F-330BAK-C 24" Air-Cooled Undercounter Cubelet Ice Machine – 300 lb. – Qty 1
- 22. Lavex 20 Gallon Gray Round Commercial Trash Can / Ingredient Bin – Qty 4
- 23. Lavex 55 Gallon Gray Round Commercial Trash Can – Qty 6
- 24. Lavex 23 Gallon Black Slim Rectangular Trash Can – Qty 6
- 25. Regency 18" X 60" NSF Black Epoxy 5-Shelf Kit with 74" Posts – Qty 1
- 26. Regency 18" X 72" NSF Black Epoxy 5-Shelf Kit with 74" Posts – Qty 1

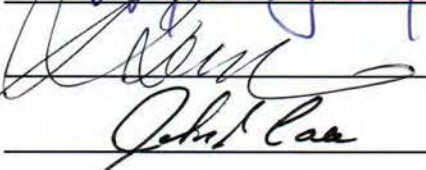
Recommendation to Approve a Concession Agreement Between St. Clair  
County, WM Marketing, Inc. and Fairgrounds Concessions, LLC for the Belle-Clair  
Speedway

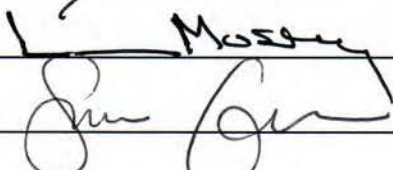
REVIEWED BY:

  
\_\_\_\_\_  
State's Attorney's Office

  
\_\_\_\_\_  
Director of Administration

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
FINANCE COMMITTEE

**BELLE-CLAIR FAIRGROUNDS**

**CONCESSION AGREEMENT**

**EXPO HALL**

This Concession Agreement ("Agreement") is made and entered into as of the 22nd day of June, 2026, by and between **St. Clair County, Illinois**, a governmental entity, as owner and operator of the Belle-Clair Fairgrounds Park, located at 200 South Belt East, Belleville, Illinois (hereinafter the "**County**"), and **Fairgrounds Concessions, LLC**, of 315 Belle Street, Alton, Illinois 62002, an Illinois Limited Liability Company, hereinafter referred to as ("**Concessionaire**").

**WITNESSETH:**

**WHEREAS** County is the owner and operator of Belle-Clair Fairgrounds Park ("Fairgrounds"), located at 200 South Belt East, Belleville, St. Clair County, Illinois and thus, has the right to provide for the exclusive food and beverage concessions, and catering services, including, without limitation, all alcoholic beverage services, at the Fairgrounds; and

**WHEREAS**, food and beverage concessions at the Fairgrounds are essential for proper accommodation of the public at events held at the Fairgrounds; and

**WHEREAS**, Concessionaire represents that it is qualified to perform food and beverage concession services and has or will have the necessary permits and/or licenses to perform food and beverage concession services at the Fairgrounds; and

**WHEREAS**, County and Concessionaire desire to enter into this Agreement to allow the Concessionaire to provide non-exclusive concession services at the Fairgrounds pursuant to the terms and conditions contained herein.

**NOW, THEREFORE**, in recognition and reliance upon the foregoing, and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, County and Concessionaire agree as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.01. Definitions.** The following words and phrases shall have the following meanings:

A. "**Agreement**" shall have the meaning ascribed thereto in the first paragraph of this instrument.

B. "**Hall**" shall mean that exposition building currently located at the Fairgrounds, which is further depicted and identified on **Exhibit "A"** attached hereto and incorporated herein. The Hall includes a kitchen and bar area that are further depicted and identified on **Exhibit "B"** that is attached hereto and incorporated herein.

C. "**Commencement Date**" shall mean the date of July 1, 2026.

D. "**Contract Year**" shall mean as follows: for the calendar year 2026 from

Page 1 of 22

Commencement Date to December 31, 2026, thereafter, each of the consecutive twelve (12) month periods for the remainder of the Initial Term, and any Additional Renewal Term as defined herein.

E. **"Gross Revenue"** shall mean the gross receipts from all sales made and services performed for cash or credit at the Fairgrounds, regardless of the point of origin or delivery of the order, and any other revenue of any type arising out of or in connection with Concessionaire's operations at the Fairgrounds, whether performed by the Concessionaire, its subleases, subsidiaries, associated companies or otherwise. The following shall be excluded or deducted from Gross Revenues:

- a. federal, state, county and municipal sales taxes or other taxes separately stated and collected from customers.
- b. cash or credit refunds given to customers for returned products purchased at the Fairgrounds.

F. **"Minimum Annual Guarantee"** or "MAG" will be the minimum Concession Fees to be paid to the Fairgrounds each year of the Agreement as set forth in Section 5.02 of this Agreement.

G. **"Improvements"** shall mean all construction and fixtures other than Removable Fixtures, as that term is defined below, built or erected by the Concessionaire and forming a part of and which are permanently affixed or attached to any portion of the Premises.

H. **"Premises"** shall mean the Hall, including the kitchen and bar area, as more particularly depicted and identified on Exhibits "A" & "B", and those other areas that have been designated by County for the storage of Concessionaire's products or Removable Fixtures, as well as other areas of the Hall for uses as provided for from time-to-time by County. Premises specifically **do not include** the racetrack facility (commonly known as Belle-Clair Speedway) or any grandstands, suites or other areas and appurtenances associated with the racetrack.

I. **"Removable Fixtures"** shall mean all furnishings, equipment and fixtures installed by Concessionaire that are not permanently affixed to any wall, floor, or ceiling in the Premises.

## **ARTICLE II PREMISES**

### **Section 2.01. Premises.**

A. County hereby permits Concessionaire the right to use the Premises as set forth herein. The rights granted in Article III hereof may be exercised only on the Premises.

B. County shall have the right to add, relocate or reclaim all or portions of the Premises upon reasonable notice to Concessionaire. Any relocation of Premises will be reasonable regarding the selection of substitute space that is as near comparable as possible. If such relocation is necessary, County will not be liable or responsible for any inconvenience or loss by Concessionaire of business or Gross Revenues resulting from the relocation provided that County timely undertakes reasonable efforts to prevent or minimize such

inconvenience or loss.

**Section 2.02. Access.** Subject to Article VIII hereof, Concessionaire has the right or free access, ingress to and egress from the Premises for Concessionaire's employees, agents, guests, patrons and invitees.

### **ARTICLE III RIGHTS**

**Section 3.01. Rights.** County hereby grants to Concessionaire, subject to all the terms, covenants and conditions of this Agreement, the non-exclusive right, license and privilege, to the extent allowed by law to operate Food and Beverage (including alcohol and liquor) Concession activities during events held within the Premises, or anywhere else in the Fairgrounds as approved by County, however, specifically, excepting therefrom the adjacent racetrack facility (commonly known as Belle-Clair Speedway) or any grandstands, suites or other areas and appurtenances associated with the racetrack. Concessionaire is restricted in its offering of non-food and non-beverage retail merchandise ("Sundries") to products that are specifically approved in writing by County, which approval shall not be unreasonably withheld, but such shall not conflict or compete with any Sundries being offered at the racetrack facility. Concessionaire is not granted the right to offer for sale any other products or services.

Concessionaire shall have the exclusive right to operate from and sell Food, Beverage (including alcohol and liquor), and Sundries from the kitchen and bar area in the Hall (see **Exhibit "B"**). If catering service is needed for an event being held at the Hall, Concessionaire shall be given an opportunity to provide a quote for catering the event. The selection of a caterer will be at the discretion of the event promoter/organizer. Further, Concessionaire recognizes and acknowledges that during certain events held at the Hall the event promoter/organizer may provide its own food and beverage (including alcohol and liquor) for its event and the staff required to serve such. During these types of events the Concessionaire may remain open, at its selection, but shall not interfere with the event promoter/organizer providing its own food and beverages (including alcohol and liquor) to event attendees and participants. Additionally, certain events may have food trucks or food vendors as attendees or participants in the event, this Agreement does not foreclose those attendees/participants from providing food and beverages (including alcohol and liquor) during an event.

**Section 3.02. Limitation of Rights.** Concessionaire shall have no right to perform any services or offer for sale any products or engage in any other business or commercial activity at the Fairgrounds that is not specifically granted under this Agreement unless approved by County. This Agreement grants no express or implied rights to any privileges at the Fairgrounds other than in the existing Hall, which includes the identified kitchen and bar area (**Exhibit "B"**).

### **ARTICLE IV TERM**

**Section 4.01. Term.** The term of this Agreement shall commence on the Commencement Date and shall run for the following time period: the remainder of the calendar year 2026, the entire calendar year of 2027, and the entire calendar year of 2028 (01/01/2028 to 12/31/2028) (the "**Initial Term**"). Concessionaire and County may agree to renew this Agreement, with any existing

amendments, for up to two (2) additional one (1) year terms (i.e., the calendar years of 2029 and 2030) (each an "**Additional Renewal Term**") (the Initial Term and one or more Additional Renewal Terms, if exercised, shall be collectively referred to as the "**Term**") provided that either party shall give the other party at least ninety (90) days advance notice of its desire to negotiate an extension of this Agreement. Notwithstanding anything to the contrary herein, at any time during the Initial Term or any Additional Renewal Term, County may terminate this Agreement, without cause and for its convenience, by providing Concessionaire ninety (90) days advance written notice of its intent to terminate.

**Section 4.02. Capital Expenditures.** The Concessionaire shall require no capital expenditure by County.

**Section 4.03. Surrender of Possession.** No notice to quit possession shall be required upon the expiration of the Term of this Agreement. Concessionaire covenants and agrees that upon expiration of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises in good condition, reasonable wear and tear, Acts or God, and other casualties excepted.

## **ARTICLE V FEES AND PAYMENTS**

**Section 5.01. General.** Concessionaire, for and in consideration of the rights and privileges granted herein, agrees to pay the fees set forth in this Agreement, without demand, during the term of the Agreement.

**Section 5.02. Concession Fees.**

- A. Minimum Annual Guarantee (a/k/a "MAG"): \$20,000 per calendar year. However, the Minimum Annual Guarantee for the 2026 calendar year shall be prorated from Commencement Date to December 31, 2026 (for example and clarification purposes of only, if the commencement date is 7/01/2026, then the MAG is \$10,000.)
- B. Product Category and Percentage Fees:

|                                        |     |
|----------------------------------------|-----|
| Food and Beverages (non-alcohol)       | 12% |
| Alcohol & Liquor                       | 18% |
| Sundries or other approved Merchandise | 8%  |
- C. Concessionaire shall pay County (at the address set forth below for notice or as otherwise directed by County) that amount calculated as follows: The Gross Revenue received for food, alcohol and liquor, and sundries/other merchandise sold by Concessionaire beginning with the first day of the Contract Year through the last day of the reporting month shall be multiplied by the respective Product Category Percentage Fee. If the amount so calculated is less than that amount calculated by multiplying one-twelfth (1/12) (or as prorated for calendar year 2026) of the MAG by the number of months elapsed in the reporting Contract Year, Concessionaire shall pay that amount calculated based on the MAG computed for the elapsed numbers of months in the Contract Year. If the amount calculated by multiplying the Gross Revenue for the reporting Contract Year by the respective Product Category

Percentage Fee is greater than the pro-rata amount of the MAG, Concessionaire shall pay to County the amount so calculated, net of amounts paid for prior months in the reporting Contract Year. The amount so paid monthly shall be referred to as the **"Concession Fees."**

**Section 5.03. Payment.** Payment of Concession Fees shall be made monthly, paid in arrears beginning on the fifteenth day of the first month immediately following the Commencement Date and on the same day of each subsequent month. At the time each payment is made, Concessionaire shall provide County with a reconciliation of Gross Revenues, by category, and the application of the Minimum Annual Guarantee and payment to be made by Concessionaire to County each month.

**Section 5.04. Audit; Reports.**

A. County reserves the right to perform an audit report of Gross Revenue following the conclusion of a Contract Year, or at any other time the County so selects. Subject to Sub-section "B" below, County will bear the sole cost and expense for such audit. Such audit reports will be prepared by an independent Certified Public Accountant licensed to do business within the State of Illinois. The audit reports shall, at a minimum, certify the accuracy of (i) reported total accumulated Gross Revenue, (ii) accumulated Gross Revenue separated into the three (3) Product Categories, and (iii) the calculation of the total amount payable to County based upon accumulated Gross Revenue for the Contract Year, the product categories and the Percentage Concession Fees. The audit reports shall also include a schedule showing the total of actual payments to County during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Revenue without exception.

B. If through such audit report, it is established that additional fees are due County, Concessionaire shall pay such additional fees to County no later than fifteen (15) days after completion of such audit and receipt of written notice from County. If it is established that Concessionaire has overpaid County, then such overpayment from Concessionaire shall be credited to the fees and charges next thereafter due from Concessionaire or paid to Concessionaire after the last Contract Year. If, as a result of the audits performed, it is established that additional amounts are due from the Concessionaire to County, the Concessionaire shall immediately, upon written demand from County, pay to County such additional amounts at the rate specified herein from the date such additional amounts should have been paid. Furthermore, in the event the audit results disclose an underreporting by Concessionaire to County more than two percent (2%) or more, Concessionaire shall pay County's cost of such audit immediately upon written demand therefor.

C. Within thirty (30) days after the close of each Contract Year, Concessionaire shall provide County with an estimate of projected monthly Gross Revenue for the subsequent Contract Year by product category as set out above.

D. The Concessionaire shall provide to the County all information, documents, and data as may be reasonable to permit the County and the independent Certified Public Accountant to verify and reconcile the computation of the Concession Fees remitted under this Article, including but not limited to receipts, invoices, cash register/credit card records, accounts receivable records and the like.

**Section 5.05. Unpaid Concession Fees and Fees.** All unpaid Concession Fees payments due

County hereunder will bear interest at the rate of three percent (3%) per month if same is not paid and received by County on or before the 15th day of the month in which said payments are due and Concessionaire agrees that it will pay and discharge all costs and expenses including attorney's fees incurred or expended by County in collection of said delinquent amounts due including services charges.

**Section 5.06. Prompt Payment of Taxes and Fees.** Concessionaire covenants and agrees to pay promptly all lawful employment, withholding and income taxes, sales taxes, and any other taxes levied by local, state, or federal governments, special assessments, excise taxes, license fees, permit fees, and utility service charges of whatever nature applicable to its operation at the Fairgrounds, and further covenants and agrees not to permit any of said taxes, payments, assessments, fees, and charges to become delinquent.

**Section 5.07. Mechanics' and Materialmen's Liens.** Concessionaire agrees not to permit any mechanics' or materialmen's or any other lien to be recorded against the Premises or any part or parcel thereof, or the Improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

**Section 5.08. Accounting Records and Reports.** Concessionaire will, during the term hereof, make available in St. Clair County true, accurate, complete, and auditable records of all business conducted by it at the Fairgrounds. Concessionaire will make same records available to County for two (2) years following the termination of this Agreement. These records will be accessible during usual business hours to County or its duly appointed agents or auditors.

**Section 5.09. Concession Fees and Payment Adjustments.** At the end of each Contract Year, Concessionaire shall review Concession Fees received and make appropriate payment adjustments to County. All other provisions will remain the same to include the Minimum Annual Guarantee. If the parties desire to renew this Agreement for any Additional Renewal Term, the parties, upon mutual agreement, may adjust the MAG and/or the Product Category and Percentage Fees set forth in §5.02.

**Section 5.10. Additional Fees, Charges and Concession Fees.** Concessionaire will pay additional fees and charges under the following conditions:

- If County has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed to pay or reimburse County.
- If County is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect, or refusal, of Concessionaire to perform or fulfill any of the conditions of this Agreement.
- All charges and fees involved with security badging.

Such payments will include all interest, costs, damages, and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees or charges thereafter due hereunder. Each part of such payment will be recoverable by County in the same manner and with like remedies as if it were originally a part of the Concession Fees and charges as set forth herein. For all purposes under this paragraph, and in any suit, action or proceeding of any kind between parties hereto, any receipt showing the payment of any sum or sums by County for any work done or material furnished will be *prima facie* evidence against Concessionaire that the amount of such payment was necessary and reasonable.

**Section 5.11. Notice, Place and Manner of Payment.** Payments will be made to County at 200 South Belt East, Belleville, Illinois 62220 or at such other place in St. Clair County, Illinois, as County may hereafter notify Concessionaire and will be made by check or wire transfer.

## **ARTICLE VI CONCESSIONAIRE'S OPERATIONS**

**Section 6.01. Standards of Service.** Concessionaire covenants and agrees to meet County's objectives as set out in the preamble hereof, and shall maintain a top-quality concession operation. Concessionaire shall furnish a first-class Food, Beverage (including alcohol and liquor), and Sundries Concession establishment serving the needs of all users of the Fairgrounds, and offer prompt and efficient services that are adequate to meet all reasonable demands thereof at the Fairgrounds on a fair, equal and nondiscriminatory basis to all categories or users and in a manner that will reflect credit upon Concessionaire and County. Concessionaire shall offer for sale quality products and shall equip, organize, put into service, and manage efficiently the Food, Beverage, and Sundries Concession to provide service with a consistent clean, attractive, and pleasant atmosphere. Concessionaire shall consult with the County on menu selection options, as well as pricing and sizes, and may only use food and beverage products (i.e., brands) approved by County, provided, however, such approval shall not be unreasonably withheld or delayed. Further, Concessionaire agrees to work with County to assure its kitchen and bar area, as well as any seating areas, have the appropriate décor and appearance. Specifically, as to the pricing of Food and Beverage offered by Concessionaire, if an event is being held at Hall at the same time an event is being held at the adjacent racetrack, Concessionaire shall offer its same or similar food and beverage (including alcohol and liquor) items at the same price that such is being offered at the racetrack.

**Section 6.02. Hours of Operation.** The minimum hours of staffed operation for serving the public shall be set by County. Concessionaire may not change the hours of operation without the written approval of County. County may reasonably require Concessionaire to change its hours of operation to reflect changing operational circumstances at the Fairgrounds if Concessionaire is given ten (10) days advance written notice.

**Section 6.03. Promotion.**

A. Concessionaire covenants that it shall take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it hereunder. Concessionaire shall not divert or cause or allow any business to be diverted from the Fairgrounds by referral or any other method.

B. Concessionaire shall submit at the commencement of each calendar year a proposed promotion plan for its concession services for that year. Such plan will include the type and timing of sales promotion it intends to implement to publicize and promote the Food, Beverage, and Sundries Concession and increase sales. This plan shall include scheduled seasonal, theme, special event, and general promotions. Concessionaire shall indicate whether or not the increases in sales resulting from the promotion plan are included in Gross Revenue estimates as required in §5.04.C. Concessionaire shall submit an update of its promotion plan as requested by the County.

**Section 6.04. Personnel.**

A. Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms/attire, and all of its employees to wear badges indicating company trade name and employees first name. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean, and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of the Food, Beverage, and Sundries Concession. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable laws, rules, and regulations. Concessionaire's oral solicitation of business at the Fairgrounds shall be confined to the Premises. Concessionaire shall prohibit and restrain its employees, vendors, and agents from loud noise, boisterous, or otherwise objectionable behavior. Upon notice from County concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

B. Concessionaire shall submit on the Commencement Date and as County may require thereafter, a proposed staffing plan of management and supervisory employees. Concessionaire agrees to provide staff in reasonable numbers adequate to provide a high level of service and maximize sales but commercially reasonable when considering, among other things, the number of expected customers.

C. Concessionaire recognizes and agrees that the security requirements may change, and Concessionaire agrees that it will comply with all such changes throughout the term of this Agreement.

D. Concessionaire recognizes that it is an independent contractor, that its relationship with the County is as an independent contractor, and that Concessionaire's staff/employees, including management and supervisory employees, are under Concessionaire's sole control and supervision. Concessionaire, at its cost, shall hire all employees and provide all personnel required by it to provide the services in accordance with the requirements of this Agreement. Such persons shall be Concessionaire's employees and are not employees or personnel of the County, and Concessionaire shall make appropriate and required withholdings from the wages of its employees and is responsible for all compensation and benefits paid to its employees, as well as maintaining workers' compensation coverage for all employees, and all other benefits required by applicable rules, regulations, and laws (state and federal).

**Section 6.07. Manager.** Concessionaire shall always retain one or more qualified, competent, and experienced managers who shall manage and supervise the operations and the Premises and represent and act for Concessionaire. The manager shall ordinarily be available during regular business hours. A responsible subordinate shall always be in charge and available during the manager's absence.

**Section 6.08. Deliveries.** Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions (e.g., race events) and users of the Fairgrounds and shall coordinate its use of the receiving area with other users. All deliveries must be received in the areas designated by the Fairgrounds for shipping and receiving deliveries. In no event shall deliveries be received outside of the designated area. All deliveries are the responsibility of Concessionaire and not the Fairgrounds. Concessionaire and its vendors shall only use delivery carts equipped with pneumatic tires and rubber bumpers. Carts shall not have any exposed brackets or bolts.

**Section 6.09. Record Keeping.** Concessionaire agrees to provide for the collection of all monies and provide accounting, audit and reports of Gross Revenue as required by Article V of this Agreement. In addition, Concessionaire shall ensure that a point-of-sale system, which shall include a dedicated credit card processing system, is provided in all locations at the Premises which is capable of providing comprehensive records, in a format reasonably acceptable to the County, of monthly and annual sales of Concessionaire for each location/facility under this Agreement. These records are to be retained by Concessionaire and may be examined upon request of County.

**Section 6.10. Operation.**

A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire will provide employees and other staff and necessary components of the operation, including inventory, fixtures, equipment and supplies except otherwise provided in this Agreement.

B. County shall not be responsible for any goods, merchandise or equipment used, maintained or stored at the Premises, nor will it be responsible for damage to such goods or merchandise resulting from flood, fire, explosion, vandalism or other causes outside the control of County.

**Section 6.11. Communication.**

A. Concessionaire's local manager shall schedule monthly meetings with the appropriate representative of County to discuss sales and revenue performance, operational programs, planned and approved construction/renovation and any other relevant issues which may adversely affect Concessionaire's operation at the Fairgrounds. Concessionaire shall also be available for meetings at other times reasonably required by County.

B. Concessionaire shall be responsible for notifying County of any problem which reduces service levels or sales or in any way impairs Concessionaire's operation. County will undertake, in its sole discretion, reasonable efforts to assist in eliminating such problems.

## **ARTICLE VII IMPROVEMENTS AND ALTERATIONS**

**Section 7.01. Condition of Premises.** Concessionaire will take the Premises in "AS IS" condition with all utilities brought to the space and with demising walls erected, intact and in a reasonable state of repair.

**Section 7.02. County-Mandated Improvements.** If County shall require physical Improvements to the Premises, County shall provide up to Fifteen Thousand Dollars (\$15,000.00) toward such costs. County shall provide such designs, plans, specifications and permits. Costs in excess thereof arising because of Concessionaire's design demands will be borne solely by Concessionaire. County is the approving authority, and Concessionaire must coordinate and get approval before any modification to the Premises initiated by Concessionaire is commenced.

**Section 7.03. Concessionaire Improvements.** If Concessionaire desires to make Improvements to the Premises, Concessionaire shall submit detailed drawings, plans and specifications to County for approval. Concessionaire will begin work on proposed construction only after it has received the

written approval of its plans and specifications from County. Any Concessionaire Improvement is undertaken at the Concessionaire's sole cost and expense, and to the extent any Concessionaire Improvement becomes a permanent fixture to the Premises such shall remain the property of the County at the termination of this Agreement.

**Section 7.04. Contractor's Liability Insurance.** For any contract appertaining to improving and equipping the Premises, Concessionaire shall require the contractor to procure and maintain for the term of the contract, insurance coverages conforming to the types and minimum limits stated below, and naming County as "Additional Insured" on the Commercial General Liability and Automobile Liability policies. All contractor insurance shall be in a form agreeable to County and certificates of insurance showing proof of coverage shall be delivered to County.

A. Commercial General Liability. Limits for Commercial General Liability, including Bodily Injury, shall be no less than \$2,000,000 combined single limit per occurrence and in the aggregate. Medical Payments coverage shall have a limit of no less than \$5,000 per person.

B. Automobile Liability. Coverage shall be afforded on all owned, non-owned and hired vehicle, whether private passenger or other than private passenger and shall include Uninsured and Underinsured motorist. Limits for the Automobile Liability, Uninsured and Underinsured Motorist coverages, shall be no less than \$2,000,000 combined single limit for Bodily Injury and Property Damage.

C. Workers' Compensation/Employer's Liability. Workers' Compensation coverage shall be afforded for all operations conducted under this Agreement as required by State of Illinois statute. Coverage for Employers' Liability shall be no less than \$500,000 for each accident.

**Section 7.05. Performance and Payment Bonds.** Concessionaire shall require each of its contractors and suppliers of construction materials to furnish performance and payment bonds in the full amount of any contract in a form acceptable to County. Copies of the bonds shall be given to County for approval before work begins. Any sum or sums derived from said performance and payment bonds shall be used for the completion of said construction and the payment of laborers and material suppliers.

**Section 7.06. Certificates of Completion.** Upon the completion of any Improvements hereunder, Concessionaire shall submit to County a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Concessionaire. Concessionaire shall also obtain waiver of mechanics' liens from all contractors and subcontractors.

**Section 7.07. Signs.**

A. Concessionaire shall not erect, maintain, or display any signs on the Premises without the prior written approval of County which approval shall not be unreasonably withheld, unless such signage will conflict with signage or sponsorships at the adjacent racetrack facility. The term "sign" as used herein, shall mean advertising signs, billboards, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire shall have the right to install such advertising and identification signs as may be necessary for the proper conduct of Food, Beverage, and Sundries concession services on the Premises as contemplated hereunder. Concessionaire

shall comply with all rules promulgated by County regarding the placement of signs and advertising on the Premises.

B. Concessionaire shall be responsible for the cost of any modifications to Fairgrounds directory and other signs. All modifications to these signs must be approved by County and are subject to all applicable requirements of this Section 7.07.

C. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to County for approval, drawings, electrical details, sketches, designs, elevations, mounting details, and dimensions of such signs. Any conditions, restrictions, or limitations with respect to the use thereof as agreed in writing shall become conditions of the Agreement.

D. Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its Food, Beverage, and Sundries concession services. Concessionaire shall not place any signs outside of the Premises.

**Section 7.08. Title to Improvements and Fixtures.** All improvements constructed or placed in the Premises by Concessionaire that are not Removable Fixtures, and all alterations, modifications and enlargements thereof shall become part of the Premises with title vesting in County upon expiration or earlier termination of this Agreement; subject, however, to Concessionaire's obligation to operate, repair, maintain (in good working order) and replace, and its right of possession, use and occupancy during the Term and in accordance with this Agreement. The attached **Exhibit "C"** contains a list of all County owned appliances and equipment that the Concessionaire may use during the Term and in accordance with this Agreement, and such identified items shall remain the property of the County even after termination of this Agreement. County reserves the right and Concessionaire agrees that County may require Concessionaire to remove any or all improvements and structures and restore the Premises to their original condition. Concessionaire agrees to bear all costs of such removals and restorations. County agrees to subordinate by appropriate instrument its interest in the improvements and fixtures to creditors seeking such as security for construction and equipment financing.

**Section 7.09. Alteration, Refurbishment and Redecoration.** Concessionaire shall have the right, without cost to County, to alter, refurbish, and/or redecorate the kitchen and bar area in the Hall, provided however, that they shall be subject to all the requirements of this Article VII.

## **ARTICLE VIII USE OF PREMISES**

**Section 8.01. Compliance with Laws and Regulations.** Concessionaire shall comply with all rules and regulations which County may establish from time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, city, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public way as to the manner of use or the condition of the Premises or of adjoining public ways.

**Section 8.02. Repairs and Maintenance.** Concessionaire will provide and pay for all repairs and maintenance of the Premises, except the structural components of the Hall in which the Premises are located.

**Section 8.03. *Additional Obligations.*** Concessionaire agrees to perform the following functions as part of its responsibilities in the repair and maintenance of the Premises. The following list includes certain functions, but Concessionaire's responsibilities are not limited to those functions:

- A. Perform custodial and cleaning services periodically, and as necessary during hours of operation, to maintain a continuous sanitary environment including, but not necessarily limited to: mopping and sweeping of floors; vacuuming of carpets; cleaning surfaces of counters, trash receptacles, tables, windows, equipment, signs and chairs; polishing brass; dusting and polishing wood surfaces and other surfaces where dust accumulates; emptying trash receptacles; and, regularly clean grease traps and drains to prevent leakage.
- B. Upon execution of this Agreement, Concessionaire shall establish a preventative and routine cleaning and maintenance program, the provisions of which shall be subject to periodic review by County. Concessionaire, from time to time upon request, shall provide County with a written schedule of Concessionaire's cleaning and maintenance program. Concessionaire will perform all needed cleaning and maintenance (hereinafter in this section referred to collectively as "Maintenance") of the appliances, equipment and fixtures provided by both the County and Concessionaire on a timely basis. The Maintenance to be performed by Concessionaire shall include but is not limited to the following: tables, chairs, sinks, griddles, cooktops, fryers, exhaust fans, exhaust hoods, coolers, refrigerators, freezers, and all other kitchen appliances and equipment, whether owned by County or Concessionaire, and such shall be kept in good working order and condition, and to industry standards, during the Term of this Agreement. Additionally, Concessionaire will be responsible for the cost of removing and properly disposing of all grease and oil from its operations.
- C. Keep premises free from all fire and other hazards to persons and property and furnish and maintain adequate portable fire protection equipment.
- D. Repair all damage to the Premises and the Fairgrounds when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's employees, agents, guests, patrons, and invitees.
- E. All waste matter shall be stored and disposed of in a manner satisfactory to County and Concessionaire agrees to arrange for the timely disposal, at its own expense, of all waste material. Concessionaire may not dispose of any such items in the public areas. This may require the use of special devices including, but not limited to, special containers, compactors, and disposal systems. Concessionaire agrees to promptly provide and install same and to abide by these requirements. In transporting waste matter, trash, and refuse from the Premises, Concessionaire shall use only carts or conveyances that are covered, leak-proof, and equipped with wheels suitable for operating on carpets without damage thereto. Concessionaire will, at the commencement of this Agreement, submit a written plan to County of its methods of handling and disposal of trash, garbage, grease, oil, and refuse which shall be subject to the approval of County.
- F. Confine all handling and holding of Concessionaire's property to the Premises.
- G. Keep all papers and debris picked up periodically, and as necessary during hours of operation, from the Premises.

H. Keep all floors, walls, and surfaces clean and sanitary, free from dust and dirt buildup, within the Premises.

I. No storage will be permitted on the exterior areas of the Premises on the Hall perimeter.

J. Keep Premises free of pests and provide pest control services as needed.

**Section 8.04. Right to Enter, Inspect and Make Repairs.** County and its authorized officers, employees, agents, contractors and other representative shall have the right (at such times as, may be reasonable under the circumstances and with as little interruption or Concessionaire's operations as is reasonably practicable) to enter upon and in the Premises for the following purposes:

A. To inspect such Premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.

B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after County has given Concessionaire notice so to do, in which event Concessionaire shall reimburse County for the cost thereof plus a charge of 10% for overhead promptly upon demand.

C. To gain access to the mechanical, electrical, utility, and structural systems of the Fairgrounds for the purpose of maintaining and repairing such systems.

**Section 8.05. Utilities.** County shall, at its sole cost, provide electricity, gas, water, sewer, heating, and air conditioning to the Premises in capacities based upon normal operation of the type of unit. Additional heating or cooling necessary caused by Concessionaire's operation, i.e. high lighting load, heat generating equipment, odor producing operations requiring exhaust systems, etc., shall be at the expense of Concessionaire. Any portable power (e.g., generators or inverters) required by Concessionaire will be the sole cost, expense and responsibility of Concessionaire.

## **ARTICLE IX LOSS OF AND LIABILITIES PERTAINING TO PREMISES**

**Section 9.01. Insurance Coverage.** The Concessionaire agrees to procure and maintain for the term of this Agreement insurance coverage conforming to the minimum requirements as stated below, and naming County as "Additional Insured" ("Additional Insured" shall be identified on any insurance policy required herein as follows, or as further requested by the County: "*St. Clair County, Illinois, and the Public Building Commission of St. Clair County, Illinois*") on the Commercial General Liability, Automobile Liability, and Dram Shop (Liquor) Liability policies. All policies of insurance required under this Agreement shall provide County no less than thirty (30) days advance written notice or any material change, cancellation, or non-renewal. All coverage required by this Agreement shall be provided by insurance companies authorized to transact business under the laws of the State or Illinois, and acceptable to the County. The insurance companies providing coverage shall have a Best's Policy holder's Rating of "A" or better, and a Financial Rating of not less than "VII." County shall have the right to approve the amount of any policy deductible or retention. Concessionaire shall provide a standard Accord Certificate(s) of Insurance as proof of insurance and required "Additional Insured" clauses, prior to the commencement of this Agreement. Such

certificate(s) shall be sent to County. The County may request a copy of any insurance policies providing coverage to it and any endorsement.

A. Commercial General Liability coverage shall be on an occurrence form providing the following coverage:

- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Independent Contractors
- Broad Form Property Damage
- Fire Legal Liability
- Personal/Bodily Injury
- Medical Expense

Limits for Commercial General Liability, including Bodily Injury, shall be no less than \$2,000,000 combined single limit per occurrence and in the aggregate. Fire Legal Liability shall have a limit of no less than \$500,000. Medical Payments coverage shall have a limit of no less than \$5,000 per person. Limits for Commercial General Liability, including Bodily Injury shall increase to no less than \$5,000,000 combined single limit per occurrence and in the aggregate.

B. Automobile Liability coverage shall be afforded on all owned, non-owned and hired vehicles whether private passenger or other than private passenger and shall include Uninsured and Underinsured motorists. Limits for the Automobile Liability, Uninsured and Underinsured Motorist coverages, shall be no less than \$2,000,000 combined single limit for Bodily Property Damage.

C. Workers' Compensation Employer's Liability coverages shall be afforded for all operations conducted under this Agreement as required by State of Illinois statute. Coverage for Employers' Liability shall be no less than \$500,000 for each accident, disease each employee, and disease each policy limit.

D. "All Risk" property insurance, including Earthquake coverage, shall be afforded on Concessionaire's business personal property, build-outs, improvements and betterments, and alterations Coverage shall be sufficient to provide for the full replacement of Concessionaire's property as well as any "business interruption" expense incurred by Concessionaire in order to remain "open for business," or to resume normal business operations in a manner and timeframe acceptable to County.

E. Liquor Liability coverage and limits conforming to the State of Illinois Liquor Control Act (235 ILCS 5/6-21) are required.

**Section 9.02. Review of Requirements.** These insurance requirements shall be subject to annual review and may be modified by County due to changes in Concessionaire's operations or exposures or necessitated by changes in legal requirements or insurance industry standard coverages.

**Section 9.03. INDEMNIFICATION.** CONCESSIONAIRE SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD COUNTY AND ITS ELECTED OFFICIALS, APPOINTED

OFFICIALS, REPRESENTATIVES, DIRECTORS, OFFICERS, COMMISSIONERS, DEPARTMENTS, AGENTS AND EMPLOYEES HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ALL LIABILITIES, LOSSES, SUITS, CLAIMS, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING ALL REASONABLE COSTS FOR INVESTIGATION AND DEFENSE THEREOF (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COURT COSTS, AND EXPERT FEES), OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS AGREEMENT AND/OR THE USE OR OCCUPANCY OF THE PREMISES OR THE ACTS OR OMISSIONS OF CONCESSIONAIRE'S DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, AGENTS, EMPLOYEES, INVITEES, GUESTS, VENDORS, OR CONTRACTORS REGARDLESS OF WHERE THE INJURY, DEATH, OR DAMAGE MAY OCCUR, UNLESS SUCH INJURY, DEATH OR DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OR INTENTIONAL ACT OF THE COUNTY OR ITS OFFICIALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS. COUNTY SHALL GIVE TO CONCESSIONAIRE REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. CONCESSIONAIRE SHALL ALSO USE COUNSEL REASONABLY ACCEPTABLE TO THE COUNTY, AFTER CONSULTATION WITH COUNTY OR ITS DESIGNEE IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

**Section 9.04. *Adjustment of Claims.*** Concessionaire shall provide for the prompt and efficient handling of all claims arising out of the activities of Concessionaire under this Agreement.

**Section 9.05. *Occupancy of Premises.*** Concessionaire agrees that it will not permit any act or omission, commission or condition to exist which was not contemplated by the Agreement, which would directly or indirectly contribute to or cause an increase in County's insurance premiums invalidate any County insurance, or otherwise affect County's ability to adequately insure the Fairgrounds.

## **ARTICLE X ASSIGNMENT AND SUBLICENSING**

**Section 10.01. *Assignment and Sublicensing.***

A. Concessionaire shall not assign this Agreement without first obtaining written approval of the County. At least ninety (90) days prior to any contemplated assignment of this Agreement. Concessionaire shall submit a written request to County. No assignment shall be made or shall be effective unless Concessionaire shall not be in default on any of the terms, covenants and conditions herein contained. The party to whom such assignment is made shall expressly assume in writing the terms, covenants and obligations contained in this Agreement.

Any such transfer or assignment without the consent of County shall be of no force or effect and shall constitute a default on the part of Concessionaire under this Agreement. No action or failure to act on the part of any director, officer, shareholder, agent, or employee of County shall constitute a waiver by County of this provision of the Agreement.

B. Concessionaire may sublicense all or part of the rights under this Agreement with

the prior written approval of the County. At least thirty (30) days prior to any contemplated sublicense of this Agreement, Concessionaire must submit in writing a request to County. This request must include a copy of the proposed sublicense agreement. Such a sublicense must require at a minimum: (1) strict compliance with all provisions of this Agreement; (2) a provision that the sublicensee will use the Premises solely for the purposes identified in this Agreement; (3) a provision ensuring that all concession services are available during the hours of operation required in Section 6.02 of this Agreement; and (4) a provision providing for the assignment of the sublicense by Concessionaire to County, without consent of the sublicensee, upon the request of County.

The parties understand and agree that Concessionaire is responsible for the performance of its sublicensees under this Agreement. Concessionaire agrees to initiate and take all corrective action should a sublicense fail to comply with its contract with Concessionaire or any provision of this Agreement. Alternative sublicensee(s) may be substituted on the same terms as the sublicensee it is replacing with the prior written approval of County. There will be no reduction of the MAG payable to County during any such period of change-out or vacancy.

## **ARTICLE XI TERMINATION OF AGREEMENT IN ENTIRETY**

**Section 11.01. County's Right to Terminate.** County may declare this agreement terminated in its entirety, in the manner provided in Section 11.03 hereof, upon the happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions shall constitute a default:

- A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay or any part thereof, shall be unpaid after the date the same shall become due; provided, however, that Concessionaire shall be given written notice of this failure to pay and shall have twenty (20) days thereafter to cure such failure to pay.
- B. If, during the term of this Agreement, Concessionaire shall:
  - 1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets.
  - 2. File a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they come due.
  - 3. Make a general assignment for the benefit of creditors without the approval of County.
  - 4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law.
  - 5. File an answer admitting the material allegations of a petition filed against Concessionaire of a material term of this Agreement in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or

the application of a creditor, adjudicating Concessionaire a bankrupt or insolvent, or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days;

6. Fail to maintain the quality of products or services to the reasonable satisfaction of County as required hereunder; provided, however, that Concessionaire shall be given written notice of this failure and shall have five (5) days thereafter to cure such failure;

7. Fail to prevent cessation or deterioration of service for a period which, in the reasonable opinion of County, materially and adversely affects the overall performance of Concessionaire under this Agreement; provided, however, that Concessionaire shall be given written notice of this failure and shall have ten (10) days thereafter to cure such failure;

8. Suffer to have filed any lien against Concessionaire or any of the Improvements, equipment, or furnishings therein because of or resulting from any act or omission of Concessionaire and is not removed or enjoined within sixty (60) days of written notice from County;

9. Willingly desert, vacate or discontinue all or a portion of its operation of the Premises which, in the reasonable opinion of the County, results in a failure to provide the public and others the service contemplated hereunder; provided, however, that Concessionaire shall be given written notice of this failure and shall have ten (10) days thereafter to cure such failure; and

10. Fail in the performance of any terms, covenants, or condition herein required to be performed by Concessionaire; provided, however, that Concessionaire shall be given written notice of this failure and shall have twenty (20) days thereafter to cure such failure.

11. Fail in the performance of any terms, covenants, or conditions herein required to be performed by the Concessionaire that in the sole opinion of the County jeopardizes the ability of the Concessionaire to provide Food or Beverage concession services for an impending event at the Premises pursuant to the terms, conditions and standards set forth herein; provided, however, that Concessionaire shall be given written or oral notice of this failure and shall have forty-eight (48) hours thereafter to cure such failure.

**Section 11.02. Concessionaire's Right to Terminate.** Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 11.03 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against County preventing or restraining the use of the Fairgrounds in its entirety or substantial entirety.

B. If County shall have abandoned the Fairgrounds for a period of at least thirty (30) days and shall have failed to operate and maintain the Fairgrounds.

C. If County shall have failed in the performance of any specific covenant within the control of County and required by this Agreement to be performed by County.

**Section 11.03. Procedures for Termination.** No termination declared by either party shall be effective unless and until such defaulting party has had an opportunity to cure such deficiency in the period for cure as set forth herein. If such period is not indicated herein, such period for cure shall be not less than thirty (30) days. Any notice of termination given hereunder shall specify the date and cause for termination, the period to cure and the date of termination of this Agreement should such deficiency not be cured within the applicable cure period.

If suit shall be instituted by County upon the default of payment or charges and fees as provided herein, then Concessionaire agrees also to pay reasonable attorneys' fees including costs or collection thereof.

**Section 11.04. Rights Cumulative.** It is understood and agreed that the rights and remedies of County and Concessionaire specified in this Article are not intended to be, and shall not be, exclusive of one another or exclusive of any common law right of either of the parties hereto.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

**Section 12.01. Notice.** Any notice, demand or other communication required or desired under this Agreement shall be sufficiently given or delivered (i) when deposited with a reputable courier or overnight delivery service directed for next business day deliver; provided that the recipient shall have an additional one (1) business day from the date of deposit to respond or otherwise take action as permitted under this Agreement; or (ii) on the date of deposit in the United States mail, registered or certified, postage prepaid, return receipt requested; provided that the recipient shall have an additional three (3) business days from the date of the postmark to respond or otherwise take action as permitted under this Agreement, as follows:

If to, County:                      Belle-Clair Fairgrounds Park  
                                                  ATTN: Director  
                                                  200 South Belt East  
                                                  Belleville, Illinois 62220

With copies to the following:

St. Clair County, Illinois  
ATTN: County Board Chairman  
10 Public Square  
Belleville, Illinois 62220

**And**

St. Clair County Public Building Commission  
ATTN: Director  
10 Public Square  
Belleville, Illinois 62220

If to Concessionaire:

Fairgrounds Concessions, LLC  
ATTN: Robert A. Lenhardt  
315 Belle Street  
Alton, Illinois 62002

A party may change the address for notices hereunder by notifying the other party in writing as specified herein.

**Section 12.02. *Non-Discrimination and Affirmative Action Program.***

A. Concessionaire hereto understands and agrees that County in operation and use of the Fairgrounds will not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21, Subtitle A of Title 49 of the Code of Federal Regulations. Concessionaire hereby agrees that its Premises shall be posted to such effect as required by such regulation.

B. Concessionaire agrees that in performing under this Agreement, neither Concessionaire nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, national origin, or ancestry. Concessionaire will take affirmative action to ensure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, national origin, or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin, or ancestry.

D. Concessionaire will permit reasonable access by County to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

E. Concessionaire further agrees that clauses "B" through "D" covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or Agreements entered into by Concessionaire with suppliers of materials or services, contractors and sublicensees, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

F. Whenever Concessionaire is sued by a sublicensees, vendor, individual, group or association as a result of compliance with the clauses "A" through "E" of these provisions

relating to fair employment practices, Concessionaire shall notify County in writing of such suit or threatened suit within ten (10) days.

G. Concessionaire will establish and maintain for the term of this Agreement an affirmative action program and County reserves the right to take such action as the United States Government may direct to enforce the above covenants.

H. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to Concessionaire that such suborganizations similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

**Section 12.03. No Personal Liability.** No elected or appointed official, director, officer, commissioner, employee, or agent of the County shall be personally liable under or in connection with this Agreement. Concessionaire acknowledges and agrees that in entering into this Agreement, Concessionaire does not rely on, and shall have no remedy with respect to, any statement, representation, warranty or understanding (whether intentionally, negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly specified in this Agreement.

**Section 12.04. Force Majeure.** Neither County nor Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes. Shortage of material, Acts of God, pandemics, epidemics, quarantines, public health emergencies, act of superior governmental authority, weather conditions, riots, rebellion, terrorism, or sabotage, or any other circumstances for which neither is responsible for nor which is in their control.

**Section 12.05. Successors and Assigns.** All the terms, provisions, covenants, stipulations, conditions, and considerations of this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

**Section 12.06. Quiet Enjoyment.** Subject to the provisions of the Agreement, County covenants that Concessionaire on paying the Concession Fees and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable possession of the Premises.

**Section 12.07. Operation and Maintenance of Fairgrounds.** County shall at all times operate the Fairgrounds properly and in a sound and economical manner; and County shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Fairgrounds may be properly and advantageously conducted in conformity with standards customarily followed by governmental entities operating Fairgrounds of like size and character.

**Section 12.08. Title to Site.** The Premises from the date hereof until the termination of this Agreement shall be owned in fee simple by County or in such lesser estate as in the opinion of County's legal advisors is sufficient to permit the grant of rights by County as herein provided for.

**Section 12.09. Governing Law and Jurisdiction and Venue.** This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Illinois. Any disputes arising under this Agreement shall be determined by the Circuit Court for the Twentieth Judicial Circuit, St. Clair County, Illinois, and all actions arising hereunder shall be venue in said Court.

**Section 12.10. Headings.** The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 12.11. Amendments.** This Agreement may be amended from time to time by written agreement, duly authorized and executed by representatives of both parties hereto.

**Section 12.12. Withholding Required Approvals.** Whenever the approval of County or of Concessionaire is required herein, no such approval shall be unreasonably requested or withheld, conditioned, or delayed. Whenever the approval of County is required, the approval must be in writing.

**Section 12.13. Waivers.** No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party.

**Section 12.14. Invalid Provisions.** In the event any covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either County or Concessionaire in its respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

**Section 12.15. Americans with Disabilities Act (ADA); Smoke Free Illinois Act; Firearms.** Concessionaire shall be responsible for compliance with the Federal ADA plus any state laws and municipal and county ordinances, rules and regulations, pertaining to the disabled individual having access to Concessionaire's services. Concessionaire and its employees shall comply with the Smoke Free Illinois Act (410 ILCS 82/1, et seq.) in that smoking (tobacco, vaping, e-cigarettes, etc.) is not permitted inside the Premises and within 15 feet of any Premises/event space doors. The Fairgrounds are governmental premises/property and thus, concealing and carrying a firearm is strictly prohibited by all persons, including Concessionaire's employees.

**Section 12.16. Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

**Section 12.17. Not a Lease.** This Agreement is not a lease and the right to use the Premises is entirely dependent upon the rights and privileges granted hereunder, and Concessionaire will in no

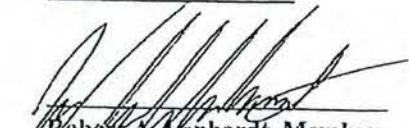
instance be deemed to have acquired any possessory rights against County or the Premises or be deemed to be a tenant of County.

**Section 12.18. Advertising.** Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Fairgrounds or Premises, either directly or indirectly, in connection with any production, promotion, service or publication without the prior written consent of County.

**Section 12.19. Conflicts With Tenants.** In the event of a conflict between Concessionaire and any tenant, licensee or other concessionaire as to the respective rights of the others, County shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each lessee, licensee, and/or other concessionaire and Concessionaire agrees to be bound by such decision. All determinations by County are final.

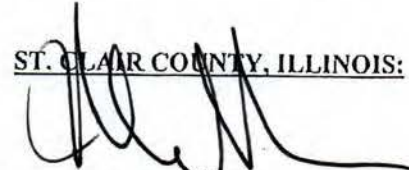
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

**CONCESSIONAIRE:**

  
Robert A. Lenhardt, Member  
Fairgrounds Concessions, LLC

6-17-26  
Date

**ST. CLAIR COUNTY, ILLINOIS:**

  
Mark A. Kern, Chairman  
St. Clair County, Illinois

6/23/2026  
Date

**SCHEDULE OF EXHIBITS:**

Exhibit A: Site plan identifying Hall  
Exhibit B: Site plan identifying kitchen & bar area  
Exhibit C: Schedule of County Equipment

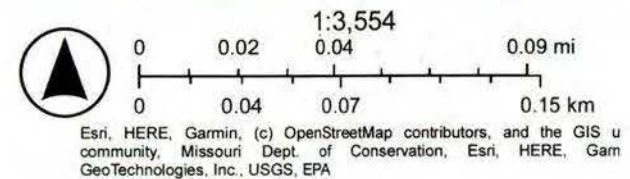
# Exhibit A--Belle-Clair Fairgrounds

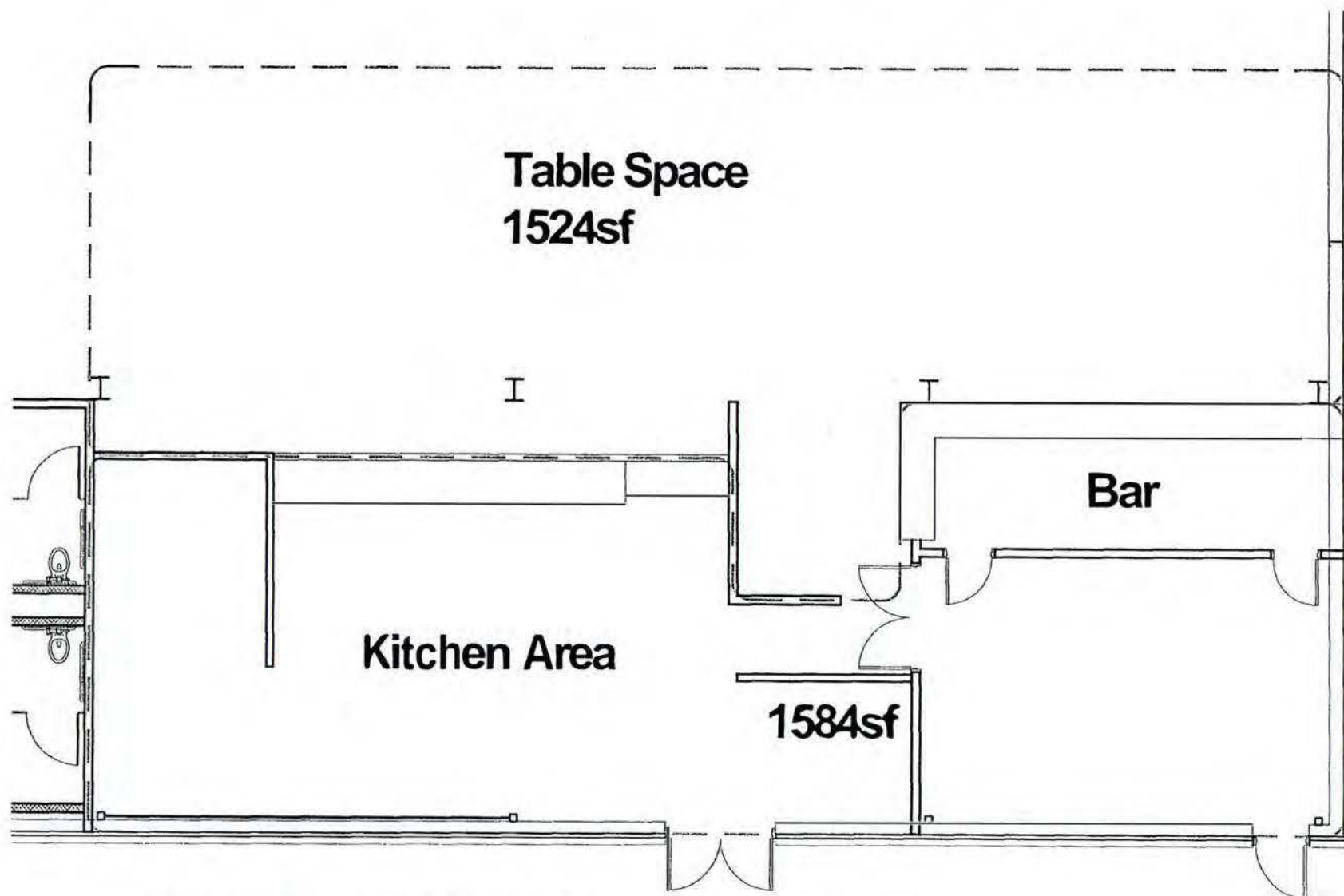
6-a-3



15/2026, 10:36:51 AM

- Light\_Gray\_Canvas\_Reference Major Highways
- Parcels
- Roads
- 30
- Railroads
- Township Boundary
- Light\_Gray\_Canvas\_Base





**Belle-Clair Fairground--Expo Hall**  
**Kitchen & Bar Areas**

## **EXHIBIT C—SCHEDULE OF COUNTY EQUIPMENT**

### **List of County Equipment already in the Belle-Clair Fairgrounds Park Expo Hall Kitchen**

1. 1 - ultra max grill
2. 1 - Stainless 2 shelf table to hold grill on wheels
3. 1 - fry master – deep fryer
4. 1 – true double door freezer model T-49F-HC Serial #11073076
5. 1 - 3 shelf stainless work table
6. 4 – 2 shelf stainless work tables
7. 1 – 8 burner stove / 2 door oven
8. 1 – fat vat grease container
9. 1 – ice maker
10. 1 - double sink
11. 1 - hand washing stainless sink
12. 1 - 4 shelf stainless storage rack
13. 1 - Perlick beverage cooler
14. 1 - true 3 door glass beverage cooler
15. 1 - 5 shelf stainless storage rack
16. 1 – 3 compartment wash station

### **List of County Equipment ordered for the Belle-Clair Fairgrounds Park Expo Hall Kitchen**

1. True T-43F-HC 47" Solid Door Reach-in Freezer (Qty. 1);
2. Full Size 19-Gauge 18"x 26" wire in rim aluminum bun pans/sheet pans (12 per case; Qty. 2 cases).
3. Regency 30"x 60" 16-Gauge Type 304 Stainless Steel Enclosed Base Sliding Door Table with Adjustable Mid-shelf and 6" backsplash (Qty. 1);
4. Regency 30"x 60" 16-Gauge Stainless Steel Equipment Stand with Undershelf (Qty. 1);
5. Regency 18"x 60" 18-Gauge 304 Stainless Steel Commercial Work Table w/4" Backsplash and Galvanized Undershelf (Qty. 1);
6. MirOil 75HD 75lb. Hand-Operated Portable Fryer Oil Filter Machine with 1-Way pump (Qty. 1);
7. Rubbermaid 92 Qt./23 Gallon Slim Jim Gray Rectangular Trash Can (Qty. 6);

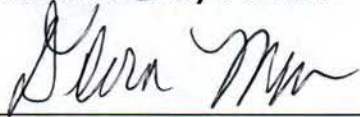
## EXHIBIT C—SCHEDULE OF COUNTY EQUIPMENT

8. Advantage Supplies 55 Gallon Gray Round Commercial Trash Can (Qty. 3);
9. Nemco 9020-2 Countertop Cold Condiment Chiller with two 1/6 size food pans and clear hinged lids – 120v (Qty. 1);
10. MercoMax 2 shelf/4 pan dedicated holding bin cabinet-120v/1330W (Qty. 1);
11. Continental Refrigerator SW48-N-8C-FB 48" 2 Door Cutting Top Front Breathing Refrigerated Sandwich Prep Table (Qty. 1);
12. Avantco RG1850SLT 50 Slanted Hot Dog Non-stick Roller Grill with 48 Bun Warmer and Pass Through Canopy-120v//1460W (Qty. 1);
13. True T-43-HC 47" Solid Door Reach in Refrigerator (Qty. 1);
14. True TRCB-52-HC 60" Refrigerated Chef Base with 2 Drawers and 4 3/16" Overhang (Qty. 1);
15. Pitco 45C+S Natural Gas 42-50 lb. Stainless Steel Floor Fryer (Qty. 4);
16. Garland GTGG60-G60M 60" Natural Gas Countertop Griddle with Manual Controls – 135,000 BTU (Qty. 2);
17. Servit FFDS22 22" Stainless Steel Fry Dump Holding Station-120V (Qty. 3);
18. Regency 24"x 60" NSF Green Epoxy 4-Shelf Kit with 74" posts (Qty. 4);
19. Regency 20 Pan End Load Bun/Sheet Pan Rack with Non-Marking Casters (Qty. 2);
20. Regency 24"x 60" 16-Gauge Stainless Steel Commercial Work Table with 4" Backsplash and Undershelf (Qty. 2);
21. All State Manufacturing 49"x 23 1/4"x 34" Coffee Stand with Two Condiment Trays OCS490 (Qty. 1);
22. Heinz Keystone 7-piece 1.5 gallon plastic countertop full condiment pump dispenser set (Qty. 1);
23. Regency 18"x 84" 18 Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf (Qty. 1);
24. T&S HG-4D-48K Safe-T-Link Quick Disconnect 48" Yellow Coated Steel Gas Appliance Connector Hose with 1 Free Spin Fitting and Installation Kit -3/4" NPT (Qty. 6);
25. Choice 20"x 15"x 7" Gray Polypropylene Bus Tub/Food Storage box (6 per case, Qty. 1 case); and
26. Ice machine for soda dispenser (Qty. 1).

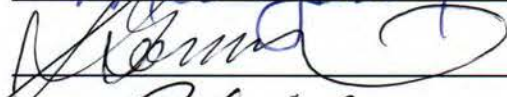
Recommendation to Approve a Concession Agreement Between St. Clair  
County and Fairgrounds Concessions, LLC for the Belle-Clair Fairgrounds Park

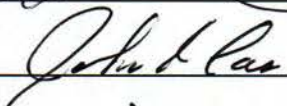
REVIEWED BY:

  
\_\_\_\_\_  
State's Attorney's Office

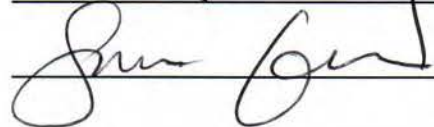
  
\_\_\_\_\_  
Director of Administration

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
FINANCE COMMITTEE

**City of Belleville, IL**  
**Special Event Liquor License Application**

**Applicant Information**

*Name of Not-For-Profit Organization or Business requesting a Special Event Liquor License:*  
(Any business that is applying must already be a Retail Liquor Licensee)

St. Clair County IL

*Address of applicant:*

10 Public Square, Belleville, IL 62220

*Phone number of applicant:*

(618) 825-2201

**Event Information**

*Name of event:*

Fair St. Clair

*Location/Address of event:*

200 S Belt E, Belleville, IL 62220

*Date(s) of event:*

July 30th, 31st, & August 1st, 2026

*Hours liquor will be sold:*

10 a.m. - 9:30 p.m. on all three days

12 hours/day or less=\$20.00 fee/day      Over 12 hours/day=\$30.00 fee/day



Signature of Applicant

St. Clair County Board Chairman

Applicant's position within the Organization or Business

***This Special Event Liquor License is in effect for only the dates and times specified above and is not transferable. Proof of DRAM Shop Liquor Liability Insurance must accompany this permit application.***

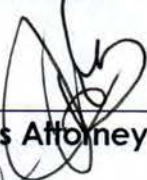
\_\_\_\_\_  
Liquor Commissioner, City of Belleville, Illinois

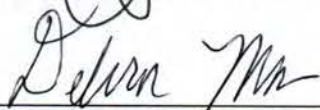
\_\_\_\_\_  
Date Approved

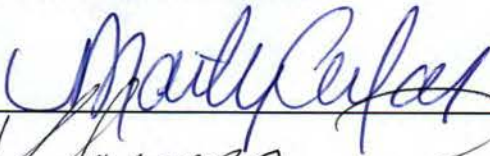
\_\_\_\_\_  
\$ Amount Paid (Code: 013212)

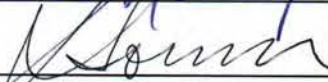
Recommendation to Approve Submitting an Application for a Special Events Liquor License for the Sale of Alcoholic Beverages at Fair St. Clair to the City of Belleville

**REVIEWED BY:**

  
\_\_\_\_\_  
State's Attorney's Office

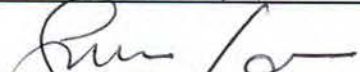
  
\_\_\_\_\_  
Director of Administration

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**FINANCE COMMITTEE**