

CUSTOM FARMING AGREEMENT

This agreement is made and entered into this 14th day of April, 2022 between the **LANDOWNER**, Shelby County, and **STUART FOX**, the custom operator.

DESCRIPTION OF LAND

The Custom Operator agrees to perform custom farming operations for the Landowner on the following real estate located in the County of Shelby and State of Illinois and owned by the Landowner, described as follows:

The West ½ of the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 11 North, Range 3 East of the Third Principal Meridian, Shelby County Illinois; commonly known as the Shelby County Farm consisting of approximately 236 acres.

The Landowner reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

LENGTH OF TENURE

The Custom Operator agrees that this Custom Farming Agreement is purely a contract to use the Subject Property for farming purposes during the 2022 farming season. To the extent permitted by law, the Landowner may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Custom Farmer.

The Agreement grants only a contractual right to work on the Subject Property under the terms and conditions stated herein. Further, the rights granted by the Landowner herein shall vest only in the Custom Operator and no such rights shall vest in any of the Custom Operator's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to the Custom Operator any legal or equitable interest or estate in the Subject Property.

CROP PROCEEDS

The Custom Operator agrees to plant and harvest beans on all tillable acres of the Subject Property. The Landowner will receive 100% of the crop proceeds. **Harvested crops will be delivered by the Custom Operator to a terminal chosen by the Shelby County Farm Committee.**

The parties agree to utilize James Schwerman of the Shelby County State Bank as a liaison between the Shelby County Farm Committee and the Custom Operator to facilitate communication and cooperation during the farming season. James Schwerman will submit to the Shelby County Farm Committee an itemized written statement of completed work by July 30, 2022 for the spring planting season and by November 15, 2022 for harvesting. In addition, the parties will utilize James Schwerman to sell the crop at harvest time and communicate to the Custom Operator the local grain elevator which is chosen by the Shelby County Farm Committee for delivery of the harvested crop.

PROCUREMENT OF SUPPLIES

The Custom Operator will be responsible for purchasing all seed and other farm supplies. The Landowner will be responsible for procuring herbicides and, if determined necessary by the Shelby County Farm Committee, fungicide treatment.

FIELD OPERATIONS AND RATES

The Custom Operator will provide equipment and labor to cultivate, plant and harvest a crop on the Subject Property. In addition, the Custom Operator will provide transportation for the harvested crop to either Total Grain Management Elevator - Shelbyville location or Assumption Coop Grain Elevator – Westervelt location as directed by the Shelby County Farm Committee.

The Custom Operator may utilize the assistance of employees, agents, subcontractors or partners as determined by the Custom Operator to conduct field operations.

The custom operator will be compensated in the amount of \$1.00 for services rendered.

The Custom Operator agrees to provide farming services on the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

The Custom Operator shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

CUSTOM OPERATOR’S DUTIES

In addition to conducting farming operations, the Custom Operator will be responsible for preventing the growth of noxious weeds, including in fence rows and on land adjacent to roadways, repairing breaks in open ditches, and mowing the County Farm, including land adjacent to roadways.

INSURANCE

The Custom Operator operates on the Subject Property subject to the hazards of operating a farm, and assumes all risk of accidents, injuries, property damage and other damages of any kind or character to its officers, shareholders and directors, its employees, invitees, agents or to any other persons or entities on or in any way involving the said leased premises during the term of this lease and agrees to hold the Landowner free, harmless and indemnified therefore. The Custom Operator will carry liability insurance to cover the provision of this paragraph.

INDEMNIFICATION

The Custom Operator shall indemnify, hold harmless and defend with counsel of Landowner’s own choosing, Landowner, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releasees”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and

any breach by the custom operator of any representations or warranties made within the contract documents (collectively, the “Claims”), to the extent such Claims result from the performance of this contract by the custom operator or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconducts of the custom operator in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releases from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and auctions brought against them. Pursuant to ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Shelby County State’s Attorney. Releasees’ participation in its defense shall not remove the custom operator’s duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of the Agreement.

ASSIGNMENT OF LICENSE

Custom Operator’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the Landowner’s consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

INDEPENDENT CONTRACTOR

It is understood and agreed that the Custom Operator is an independent contractor and is not an employee of, partner or, agent of, or in a joint venture with the Landowner. Custom Operator understands and agrees that Custom Operator is solely responsible for paying all wages, benefits and any other compensation due and owing to Custom Operator’s employees and agents for the performance of services set forth in the Agreement. Custom Operator further understands and agrees that Custom Operator is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Custom Operator’s employees and/or agents who perform services as set forth in the Agreement. Custom Operator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Custom Operator, employees and agents and agrees that Landowner is not responsible for providing any insurance coverage for the benefit of Custom Operator, employees and agents. Custom Operator hereby agrees to defend with counsel of Landowner’s own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Landowner, its board members, officials, employees, insurers, and agents for any alleged injuries that Custom Operator, employees and/or agents may sustain while performing services under the Agreement.

CONFLICT OF INTEREST

Both parties affirm no Shelby County officer or elected official has a direct or indirect pecuniary interest in Custom Operator or this agreement, or, if any Shelby County officer or elected official does have a direct or indirect pecuniary interest in Custom Operator or this agreement, that

interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

NON-DISCRIMINATION

Custom Operator, its employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

DISAGREEMENT WITHIN THE CONTRACT WITH ILLINOIS LAW

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

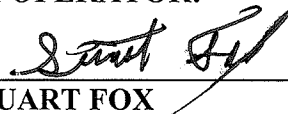
LEGAL REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement.


FINALITY OF AGREEMENT

This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

CUSTOM OPERATOR:

Signed: 
STUART FOX

LANDOWNER:

Signed: 
SHELBY COUNTY
BY BRYON COFFMAN,
SHELBY COUNTY BOARD CHAIRMAN