



## Bensidoun USA French and Farmers Markets – 2010

### Information and Application for Vendors - Midwest Region

The Bensidoun Family has over 45 years of experience operating open-air markets in and around Paris and has brought that concept to America. We import and manufacture the canopies and framework for our markets from France so that the public will experience the feel of an actual Parisian street Market. For our vendors, these canopies provide the added convenience of not having to provide their own tents. Most markets have access to water, electricity and portable toilets. While we offer extensive amenities to our vendors, vendors do provide their own display and tables. Our markets have the heart of a farmers market – but have the ability to offer much more. You might find gourmet food and fresh frozen organic meat next to fruit and vegetables, or dried floral arrangements and fragranced candles next to lovely perennials or cut flowers. The market may have vendors selling hand crafted jewelry, artwork, and pottery, linens from France, handcrafted cards, fresh cheeses and bread. The possibilities are endless. As in Europe, the market is meant to be much more than a place to shop. Our goal is to create an ambiance that encourages people to visit with friends, make new acquaintances and also enjoy the finest that regional small businesses, greenhouses and farmers have to offer. If you feel that your business would contribute to this ambiance we encourage you to apply to the market(s) of your choice today.

**Vendor/Applicant Requirements, restrictions and considerations:** Bensidoun USA, Inc. welcomes applications from all producers, entrepreneurs and businesses that provide wholesome, high quality goods that are sold directly at market. Competition is encouraged and controlled at the discretion of Bensidoun USA, Inc. Vendors that are unable to directly sell their product at market should not apply. Additional opportunities exist for local chamber/business association members. More information regarding these opportunities is available upon request. Applicants will be screened and selected based on product appropriateness and density of product at market. Applicants that apply to multiple locations will receive priority consideration for A and B markets (refer to market classifications on page 3). All decisions regarding the eligibility of a vendor for participation in a particular market will be made solely at the discretion of Bensidoun USA, Inc. and are not contestable by the vendor. Vendors are solely responsible for all payments for confirmed dates for vendor's business as well as for the conduct of all persons working in such vendor's booth(s) and will be accepted based on criteria set forth in this document and at the sole discretion of Bensidoun USA, Inc. A Vendor may not share or sublet its booth(s). Bensidoun USA, Inc. reserves the right to limit the number of booths rented to each vendor on an individual basis and retains the right to limit the participation of a vendor at any market at its sole discretion, and such decision shall not be contested by the vendor. Vendors must be ready to sell at the opening time of the market and must maintain a presence in their booth until the ending time of the market. Full-time and Part-time vendors paying on an installment plan must abide by the payment schedule provided to them by Bensidoun USA, Inc., or may risk, at the sole discretion of Bensidoun USA, Inc., losing such vendor space at market.

**Vendor Definitions/Time commitment: part and full time opportunities are available**

**Part-Time Vendor:** A vendor that commits to individual dates on a week-to-week basis or that will be absent more than 2 weeks during the season. Part-time vendors will be assigned a different booth location each date that such vendor attends the market. Reservations will not be made for part time vendors prior to payment unless prior arrangements have been made with Bensidoun USA, Inc.

**Full -Time Vendor:** A vendor that commits to attending the entire 2010 season of any given market. A Full Time Vendor may, upon approval, split their commitment between markets and rotate through up to 4 markets (schedule to be determined by Bensidoun USA, Inc. in its sole discretion). This commitment must be made in writing by vendor and approved by Bensidoun USA, Inc. no later than 2 weeks after the start date for the market(s) in question. Full-Time vendors receive priority location and parking at the market. Full Time Vendors are booked and must pay for every date during the season, whether or not they attend the market. Please apply for part time status if you know you will miss more than 2 dates at market Full-time vendors that miss no more than 2 events at an individual market are eligible for an end of season rebate on payments received on time for that market. Vendors attending multiple markets full time may be eligible for higher rebates.

**Rebate Program:** Full Time Vendors that miss no more than 2 dates at an individual market are eligible to receive the following end of year rebates on full time market rental fees paid on or before the due date.

A,B,C and D Markets 5% rebate E market – not eligible for rebate

(parking space fees are not eligible for rebate, nor are additional booth fees that full time vendor rent on a part time basis). Full-Time Vendors that are assigned to and participate in more than one Bensidoun USA French Market (excluding Wheaton Saturday) will receive additional rebate for the rent received on or

**Applications must be mailed to: Leslie Cahill – French Market**

**131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295**

before due date at additional markets they attend full time and miss no more than 2 dates at. Payments received after the due date are not eligible for rebate.

Participation in	2	3	4	5-10	markets (excludes Saturday Wheaton Market)
Additional rebate	2%	3%	4%	5%	*no addl. Rebate paid for Wheaton French Mkt

**Market Information**

**Thursday Markets:**

**\*Town Square Wheaton Summer Market**

**NEW Location pending approval**

Wheaton Town Square

271 Town Square (Naperville road at Blanchard)

Thursdays from June 10 through October 28 8AM-1PM

**Western Springs French Market**

Hillgrove Ave. between Lawn and Grand Ave

Thursdays from May 6 through October 28 2PM-7PM

**Friday Market:**

**\*Glen Ellyn Farmers Market**

Adjacent to Giesche Shoe 400 Main St.

Fridays from May 28 through October 29 8AM-1PM

**Saturday Markets**

**Wheaton French Market**

Municipal Parking Lot 3, Main and Liberty

Saturdays from April 24 through November 6 8AM-2PM

**Lisle French Market**

Downtown Lisle-Burlington between Spencer and Center (Metra parking lot)

Saturdays-May 1-October 30 8AM-1PM

**\*West Chicago Farmers Market \*NEW market pending approval**

Train Depot parking lot - Main Street

Saturdays from June 5 through October 16 8AM-1PM

**Lombard French Market \* NEW day/time pending approval**

Metra parking Lot E. St. Charles Rd between Garfield and Martha

Saturdays June 5 thru August 28 2PM-7PM

**Mokena French Market**

Parking lot adjacent to RR tracks S.E. corner of Wolf and Front Street

Saturdays from May 1 through October 30 8AM-1PM

**\*Glencoe French Market**

Village Court between Park and Hazel

Saturdays from June 5 through October 30 8AM-1PM

**Wilmette French Market**

Metra Parking lot, downtown Wilmette (east side of tracks at Central)

Saturdays from May 1 through November 6 8AM-1PM

**Chicago Nettelhorst French Market**

Nettelhorst School, Broadway and Melrose

Saturdays -From April 24 through November 6 8AM-2PM

**Sunday Markets**

**Villa Park French Market**

On Park Boulevard, West Side of Ardmore Avenue

Sundays from May 2 through October 24 8AM-1PM

**Geneva French Market**

Metra parking Lot NW corner of South St. and 4th St.

Sundays from April 25 through November 7 9AM-2PM

\*Vendors in Wheaton (Thurs), Glen Ellyn, and Glencoe markets must provide their own 10x10 tent(s)

**Franchise Market: Niles Michigan**

Thursdays May 20-September 30 9AM-2PM

Saturdays May 22- October 2 9AM-2PM

The Niles market is not managed by Bensidoun USA, Inc., and requires a separate application. This market will have our signature canopies provided for vendors. It will be held at the corner of Main and Front Street. Indicate your interest on page 6 or Contact Market Manager Lisa Croteau directly:

269/687-4332, [nilesmainstreet@nilesmainstreet.org](mailto:nilesmainstreet@nilesmainstreet.org).

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vendor applicant initials
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**Special events:**

**Taste of Wheaton French Market Saturday June 5 8AM-2PM**

The French Market will move to Reber Street between Willow and the Railroad Tracks as well as on Liberty Street between Rebar and Cross Street. There will be a carnival and other events staged on municipal parking lot 3(normal location for French Market. Vendors will need to bring their own tents. This will be considered an \*A class market.

**French Connection Day at Cantigny: Sunday August 15 9AM-3PM**

This is our third year hosting a French Market at Cantigny – what a beautiful back drop for our show. This event was a great success in 2009 with thousands of attendees. All vendors are welcome to apply – French and Francophile booths themes are encouraged. This will be considered a “B” class market (see page 3) and vendors will need to bring their own tents. Cantigny is located at 1S151 Winfield Road in Wheaton Illinois

**Wheaton Winter French Market (pending approval): Saturdays 11/13/09-4/9/10 9AM-1PM**

Vendors will have an opportunity to continue selling indoors at the Wheaton Train Station (Front and West Street). This is a wonderful opportunity to continue to serve the Wheaton population. Space is limited. Cost will be \$50 per week Vendors that book the entire season and pay in full by November 13 will receive a discounted rate: \$1000.00 per season

**Weekly rates for the Markets:** Rental Rate is defined by market class, season and Full or Part time status:

**Step 1: Market Classification -determine the class of the market you wish to attend**

<b>A Market:</b>	<b>Wheaton</b>	
<b>B Market:</b>	<b>Wilmette</b>	<b>Chicago (Nettelhorst)</b>
<b>C Market</b>	<b>Geneva</b>	<b>Western Springs</b>
<b>D Market</b>	<b>Lisle Villa Park Mokena</b>	
	<b>Lombard * W. Chicago * *Pending approval</b>	
<b>E Market</b>	<b>Town Square Wheaton Summer Market (pending approval)</b>	
	<b>Glen Ellyn</b>	
	<b>Glencoe</b>	

**Step 2: Locate the category that most accurately describes your product.**

Bensidoun USA, Inc. will make final determination of vendor category based on product description provided by applicant. Categories are listed below.

**Step 3: Determine your rate based on Full or Part Time participation – all prices listed are per week/per booth:**

**Full Time vendors** Refer to this schedule (full time vendor rates do not vary with the season).

**Part Time vendors** booking dates in September. October November refer to this schedule

Category/Class	A*	A**	B	C	D	E
Produce	\$48.00	\$52.00	\$44.00	\$38.00	\$35.00	\$28.00
Live plants/flowers	\$56.00	\$60.00	\$50.00	\$45.00	\$39.00	\$34.00
Specialty foods (food OR drink)	\$52.00	\$57.00	\$46.00	\$41.00	\$37.00	\$28.00
Concession (food AND drink)	\$60.00	\$65.00	\$55.00	\$47.00	\$43.00	\$35.00
All Other	\$68.00	\$72.00	\$62.00	\$53.00	\$48.00	\$40.00
Parking In Wheaton	\$15.00	\$15.00				

**\*A: Rate for full time vendors that also participate in a 2<sup>nd</sup> Bensidoun USA market full time or that operates a Bricks and Mortar storefront in Wheaton (excludes home based businesses)**

**\*\*A: Rate for part time vendors September, October November (low season) and full time vendors that do not participate in at least one other Bensidoun USA market full time and that do not operate a Bricks and Mortar storefront in Wheaton (includes home based businesses).**

**Part Time Vendor Rates per week/per booth - High Season (April thru August)**

Category/Class	A	B	C	D	E
Produce	\$55.00	\$46.00	\$40.00	\$37.00	\$32.00
Live plants/flowers	\$65.00	\$52.00	\$47.00	\$40.00	\$36.00
Specialty foods (food OR drink)	\$60.00	\$48.00	\$44.00	\$41.00	\$32.00
Concession (food AND drink)	\$68.00	\$57.00	\$50.00	\$46.00	\$37.00
All Other	\$75.00	\$63.00	\$55.00	\$50.00	\$42.00
Parking In Wheaton	\$15.00				

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**Step 4: Determine if the market(s) that you have applied for have any additional restrictions, conditions or rate considerations.**

**A Market (Wheaton French Market):** Part Time Vendors may apply for no more than 14 dates and for no more than 2 booths. Full Time Vendors that only participate in a Wheaton market may apply for no more than 2 booths. Full time Vendors that also participate full time in a non-Wheaton Bensidoun Market may apply for up to 4 booths. There is no discount for additional booths rented. Third and Fourth booth cost an additional \$5.00 per day over and above standard rental rate. Independent Consultants selling non-food items (this includes nutritional products) and vendors that sell any jewelry/purses or ladies clothing/accessories may apply for no more than 14 dates at this market unless they book the same amount of dates at another Bensidoun USA market or combination of Bensidoun USA markets. They will forfeit participation and payment for a day in Wheaton for every day they do not attend their other market commitments. There is ample parking around this market, however, on site parking is available only to vendors that reserve and pay for this amenity. Full Time Vendors have priority for reserving on site parking, and it will be added onto vendor's payment schedule.

**B Markets: Special provisions for Nettelhorst vendors:**

Due to space constraints produce/plant. flower vendors can apply for no more than 2 booths, all other vendors are limited to one booth. If you require additional space – special requests will be considered after May 1, 2010. All food vendors must submit a City of Chicago Temporary Food Vendor License application, a current health inspection (less than 6 months old), and must staff the booth with at least 1 individual that holds a City of Chicago Summer Sanitation certificate and must apply 30 days prior to participation. You will receive additional information regarding this requirement if your application is approved.

**Special provisions for Wilmette Market:** Full time Vendors with north or south end spaces will pay an additional \$20-\$35 per week based on their usage of space outside of their booth (0-7 lineal feet outside the boundaries of poles = \$20.00, 8-15 feet outside the boundary of poles = \$35.00). This will be fully explained on your payment schedule. Full Time Produce/plant/flower/food vendors receive \$3.00 discount on additional booths rented on a full time basis.

**Special Provisions that apply to both Nettelhorst and Wilmette**

Independent Consultants selling non-food items (this includes nutritional products) may apply for no more than 2 date per month at these markets. Should an Independent Consultant wish to receive the benefit of full time participation in our market system, they should apply to be a Full Time split Vendor as described on page 1 – full time Vendor description.

**C Markets:** Full time Produce/plant/flower/ food vendors receive a \$5.00 discount on additional booths rented.

**D Markets:** Full time Produce/plant/flower/ food vendors receive a \$5.00 discount on additional booths rented. **Mokena Market:** Vendors given end spaces on North end of market will pay an additional \$20.00 per week. This payment will allow vendor to extend up to 10 feet next to booth and will be added to payment schedule.

**E Markets:** Vendors must provide their own tents (10x10). These markets are excluded from the rebate schedule, but can be used as part of a full time split rotation. Full Time (non-split) vendors at these markets that pay for the entire season prior to the beginning of the season will receive a 10% discount. Produce and flower vendors purchasing 2 booths will receive a 3rd booth free of charge.

**Bundle pricing for vendors renting full time Wheaton Thursday and W.Springs – Wheaton Thursday rate will decrease by \$10 per day.**

**Step 5: Payments:** Full time vendors should remit payment for the first 4 weeks of the season for each market they wish to be considered (including 4 weeks parking for Wheaton) with the application and will receive a payment schedule from Bensidoun USA for the balance of the year. **Part time vendors** should remit payment for all dates requested (no more than 14 dates in Wheaton). Part time vendors applying for more than 14 dates may be considered for an installment plan – contact the Midwest Manager for more information. Vendors with payment schedules and installment plans must pay by mail on or before due date to avoid additional charges. Payment by mail may only be by check or money order – we do not accept credit cards. A receipt acknowledging payment will be issued to vendor at the time payment is received. Please retain all receipts, as this is your only proof of payment. The receipt is not proof of participation or a reservation at any particular market on any particular date, only as proof that payment was received from the vendor by Bensidoun USA, Inc. Should vendors be experiencing financial hardship please contact our office to explore alternative.

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**Step 6: To reserve additional dates after your application has been approved:**

1. Eligible vendors can call 312.575.0286 and request additional dates at market.
2. Eligible vendors can send a written request and payment to the Midwest Market Manager
3. Eligible vendors may request and pay for additional dates based on availability through the Site Supervisor out at the market.
4. Eligible vendors can email requests to [Ccbcec@sbcglobal.net](mailto:Ccbcec@sbcglobal.net)

**Additional Charges/ Fees - All Markets**

Vendors arriving after open of market	\$10.00 fine per event
Vendors leaving prior to the end of market hours	\$10.00 fine per event
Produce vendors - not labeling origin of produce	\$20.00 fine per event
Produce Vendors- selling non-regional produce without approval	\$20.00 fine per event
Part Time vendor -payment made on day of market	\$5.00 additional charge
Full time or Part time installments paid at market-not mailed	\$5.00 additional charge
Rent received after due date listed on payment schedule (at market or by mail)	\$20.00 fine per event
No Show/no cancellation prior to open	lose rental fee, plus \$20.00 fine per event
Returned Check (non-sufficient funds)	\$36.00 fine per event
Garbage left at market	\$20.00 fine per event
Cancel full time Market:	Vendor must pay the difference between the part and full time rate for all dates prior to cancellation date plus \$100 fine
Damage to poles	\$100 charge per pole
Damage to Canopies*	full cost of repair
*This includes but is not restricted to damage caused by not properly tying canopy down, not rolling canopy back during high wind and not properly rolling canopy back at end of market.	
Part Time vendor -payment made on day of market	\$5.00 fee

**Booth Information** A single booth measures 6 ½ feet (2 meters) deep by 13 ½ feet (4 meters) wide. The boundary of a booth is defined by the 4 metal poles at the corners of the booth. **Vendors must keep all goods within the boundaries of such vendor's booth.** No goods or tables are allowed beyond the poles on the customer side of vendor booth. On certain occasions and with pre-approval from Bensidoun USA, Inc., a vendor may extend its booth to the side (if vendor is on the end of row) or behind the booth – contact the Midwest Manager for consideration. Additional cost for this extra space will be assessed on a case-by-case basis. Vendors will be charged accordingly should their product extend beyond the booth boundaries.

**Cancellation/ No Show Policy**

**There are no refunds for cancelled or missed dates.** Vendors unable to attend a reserved market must notify the Midwest Market Manager prior to the open of the event or they will be fined as a “no show” (see additional charges,fees above) in addition to losing their booth fee. . Exceptions may be made in the event of documented emergencies. Cancelled dates made more than 7 days prior to the event may be transferred to another market and date based on availability and at the highest rate between the 2 markets. Cancellations less than 7 days prior to event may not be transferred and vendor forfeits payment.

**Bensidoun USA, Inc. Midwest Markets 2010 Vendor Applicant Information**

By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns. Applicants will receive written acknowledgement of receipt of their application as well as a decision on their eligibility status including dates and markets that they have or have not been confirmed for within 2-4 weeks of receipt. Please contact our office if you do not receive a decision within 4 weeks. Site-specific directions, amenities and instructions will be provided to vendors with all letters of acceptance.

1. Vendor Name(s): \_\_\_\_\_ Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Day \_\_\_\_\_ Evening \_\_\_\_\_ Cell \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_ This is a good way to reach me (circle one) YES NO

2. Illinois Business Tax ID \_\_\_\_\_ Attach a copy of your IBT certificate

3. Attach proof of Liability insurance listing bensidoun USA, Inc. as additional insured

4.\*Full Description of product/business/service (list the manufacturer(s) or source if you do not make or grow product yourself - attach separate sheet if more space is required)

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

\*Vendor may only promote or sell products/business/ service disclosed with this application and must submit a written request should vendor wish to promote or sell any other products/business/service.

5. Request for Dates/Locations (attach a separate sheet should your request exceed space provided)

Indicate below: - The dates and towns you'd like to reserve (enter FT if you would like Full Time status)  
- The number of booths you'd like to reserve

Date	Town	Number of booths	*Wheaton parking (if available)

\*Parking spaces are for vehicles- should you wish to display/sell product in space it will be billed as an additional booth

6.Request for Electricity: equipment: \_\_\_\_\_ Amps required \_\_\_\_\_

**You will be notified if electricity is available to you, you must provide extension cords**

8. I would like an application for the Niles, Michigan French Market Yes No

9. The Chicago French Market is now open at the Ogilvie Transportation Center in Chicago. . Please contact me about this opportunity. Yes No

**Verify your Application is complete: Instructions:**

1. Read application in its entirety and initial the lower right hand corner of pages 1 through 9 indicating that you have read and are now responsible for the content in this application.

2. Fill in page 6 completely (2010 Vendor Application).

3. Sign and date page 7 (Terms of participation), 8 and 9 (Rules and Regulations)

4. Submit proof of liability insurance (1,000,000 per occurrence min.) listing Bensidoun USA, Inc as additional Insured.

5. **Food Vendors apply for county health permit** (Nettelhorst Market refer to addl. conditions page 4). Contact the management office if you require further information.

6. **Remit payment (check or money order payable to Bensidoun USA, Inc.** Part time Vendors may apply throughout the season and should submit payment for all dates applied for-refer to Payments p.4 for more options. Full Time Vendors that apply prior to April 24, remit **first** 4 weeks booth fees. **Full Time** Vendors applying after May 1-contact Leslie Cahill (312.575.0286) for instructions.

7. **Make and retain a copy of your completed application for your records**

8. **Mail Application to: Leslie Cahill French Market 131 N. Clinton Unit 1, Chicago, Ill 60661**

9. **Applications that are received without all required documents/payments will not be processed.**

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vendor applicant initials

## **Applicant Terms and Conditions of Participation**

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned, for himself or herself, and, if applicable, for the person or organization on behalf of whom this application is submitted "the Applicant", hereby agrees to indemnify Bensidoun USA, Inc. and its officers, agents, employees and assigns, and to hold them harmless, from any liability occurrence arising out of the use of the premises pursuant to this application, and any liability for any contractual or quasi-contractual obligations to third parties in connection with any related activity, event, use or occurrence.

### PARTICIPATION AND BOOTH ASSIGNMENT

An acceptance as either a Full-time or Part-Time Vendor does not guarantee participation in a particular market or for a particular date or a particular vendor space in a market. Bensidoun USA, Inc., in its sole discretion, has the right to accept or reject either a Full-Time or Part-time vendor for any market on any date for any reason, and to refund payment to vendor if payment has been made. That refund will be vendor's sole remedy. This applicant acknowledges and agrees that the assignment of booth location at each Bensidoun USA, Inc. market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment of a booth location at one Bensidoun USA, Inc. market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to a Vendor on future dates. Applicant further acknowledges and agrees that no commitment regarding booth location has been made to applicant.

### GOVERNING LAW/ATTORNEY'S FEES

This application and any transactions between the parties that may arise pursuant thereto shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to its principles of conflict of laws. The parties agree that the most appropriate venue for any dispute involving this application or its subject matter is any state or federal court in or for Cook County, Illinois, and that any suit, action or proceeding with respect to this application or its subject matter shall be brought in such forum. Each party submits to the jurisdiction of such courts for the purpose of any such proceeding, and waives any objection that could otherwise be raised to either of those venues. In the event of the commencement of suit, action or proceeding, the Bensidoun USA, Inc. shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in connection with those proceedings.

### FORCE MAJEURE

Bensidoun USA, Inc. shall not be liable for any failure to perform any obligation under any agreement, or for any delay in performance, due to events or circumstances beyond Bensidoun USA, Inc.'s reasonable control including but not limited to weather, acts of God, acts or threats of terrorism, government acts, technical failures, fire, or other similar events or circumstances. Bensidoun USA, Inc. shall not be liable for any act by a city, village or other municipality which may result in Bensidoun USA, Inc.'s failure to perform any obligation under any agreement, or for any delay in performance, including but not limited to that municipality canceling the market, placing additional restrictions on vendor participation at a market or failing to enforce laws or ordinances affecting a market.

### LIMITATION OF LIABILITY

Bensidoun USA, Inc. shall not be liable to applicant or any other person for special, indirect, incidental, consequential or exemplary losses, damages or expenses, directly or indirectly arising from the participation or non-participation of Applicant in any market, or from any other cause relating thereto. In no event shall Bensidoun USA, Inc.'s liability hereunder, whether based on contract, warranty, tort (including but not limited to negligence and strict liability) or otherwise, exceed the amount paid by the applicant vendor for its booth.

### CERTIFICATION

Applicant certifies that all the information set forth in this Vendor Application is true and complete to the best of this belief. Applicant further agrees to perform all the obligations, which may be required under applicable laws, ordinances, rules and regulations and under all agreements, which may be annexed hereto. Applicant certifies that applicant has read the rules and Regulations for Vendors at Bensidoun USA, Inc. French Markets governing the Farmers Market and agrees to abide by them.

**Vendor Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Bensidoun USA, Inc. Midwest Markets – 2010 season Vendor Rules and Regulations page 1/2**

For the purpose of these rules and regulations, “Market Hours” means the advertised hours of operation. “Promoter” means Bensidoun USA, Inc., “Space,” means the area rented by the Vendor from the Promoter. “Vendor” means an applicant confirmed to participate in a market by the Promoter. “Vendors” means each applicant confirmed to participate in a market by the Promoter. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate in order to better serve the buying public, maintain fair market competition among Vendors or respond to changing conditions or circumstances. All Vendors will be promptly notified of any such changes.

1.Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to those related to health and licensing. Food Vendors are responsible for complying with applicable health and sanitation requirements and must be permitted by the County Health Departments of the markets they attend.

2.Vendors offering food products must provide an ACORD certificate of Liability Insurance listing Bensidoun USA, Inc. as additional insured prior to participation in the market.

3.Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number upon request.

4.The Promoter has the right to restrict products sold or displayed by Vendor to those that Promoter deems appropriate for a family audience. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown.

5.Vendors must be prepared to sell at the start of market hours and must continue to sell until the close of market hours and will be banned from market participation after the third violation of arriving late or leaving early. Loading and unloading will occur only before and after market hours.

6.Vendors must haul out any garbage generated during the course of business and must leave their booth’s space swept clean of any refuse.

7.Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in. Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.

8.Vendors must keep their spaces as clean as possible during Market Hours and will at all times be polite with customers, using their best efforts to enthusiastically sell their products.

9.Vendors will cooperate with and participate in promotions organized by the Promoter (for example, contributing a reasonable amount of vendor product towards Market customer giveaways) and may be asked to provide information for publicity.

10. If Promoter determines, in its sole discretion, that Vendor is not selling appropriate products, or that Vendor or its employee’s conduct is inappropriate at any point in time, the Promoter may request the Vendor vacate its space immediately. The Vendor agrees to comply with any such request. The Promoter will have the right to prohibit any such Vendor from leasing future space.

11. The Vendor will ensure that the canopy over its space is fully rolled out and securely tied to the framework at a minimum of 6 points (4 corners, 1 center front, and one center back) and will inspect the canopy over its space regularly during the Market Hours to insure that it remains securely tied. The Vendor understands that the canopy may become untied during the course of the market especially on windy or gusty days and Vendor will be especially alert and vigilant at these times. The Vendor will report any defects in the canopy fabric, woodwork, ties and framework to the Promoter immediately. If Promoter advises Vendor that Promoter deems the approaching weather conditions hazardous, Vendor shall untie and roll back the canopy. Vendor understands that severe injury may result if the canopy detaches from the framework and becomes airborne due to high wind and accepts responsibility for any negligence on its part if this occurs. Vendor must roll back their canopy(s) at end of market day.

**I have read, understand and will comply with these Rules and Regulations page 1/2  
and with all of the policies and guidelines expressed in this application.**  
**Vendor Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

vendor  
applicant  
initials

**Bensidoun USA, Inc. Midwest Markets – 2010 season Vendor Rules and Regulations page 2/2**

12. Vendor acknowledges and agrees that assignment of booth location at each French or Farmers Market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to Vendor of a booth location at a French or Farmers Market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to Vendor on future dates.

13. Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate in a Bensidoun USA, Inc. Market that such vendor has been accepted to; and b) Vendor shall be assessed a \$20.00 cancellation penalty if such vendor fails to provide 24 hour cancellation notice.

14. Vendor certifies that all persons assisting in the Vendor's booth have read and fully understands these rules and regulations and will abide by them.

15. Vendor understands that none of the following conditions guarantees participation by such vendor in a particular market and/or for a particular date or a particular vendor space in a market: 1) the receipt of this application, 2) the acceptance of this application by Bensidoun USA, 3) the designation of eligibility status of a Vendor to participate in the Bensidoun USA, Inc. markets on either a full-time or part-time basis, 4) payment by vendor or 5) prior participation by a Vendor in any market. Bensidoun USA retains the right at any time, including during the operation of a market, to reject participation of a vendor in a market in its sole discretion, and to issue a refund of vendor payment as the vendor's sole remedy. At the sole discretion of Bensidoun USA, any payment received for a particular market may be reallocated by Bensidoun USA to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to any outstanding fees /penalties owed to Bensidoun USA, Inc. by vendor. This application will be used by Bensidoun USA, Inc to assess vendors for their appropriateness and potential eligibility for participation in specific Bensidoun USA Midwest Markets.

16. All decisions regarding the eligibility of a vendor for participation in a particular market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by vendor.

17. Bensidoun USA, Inc. does not guarantee a specific booth location at any market.

18. I agree to abide by the **ADVERTISING POLICY**

Distribution of any form of advertising or business promotion at any Bensidoun USA Inc. French or Farmers Market is strictly prohibited with the following acceptations.

A.) Advertising or Business Promotion is for a Bensidoun USA, Inc Event OR

B.) Advertising or Business promotion is distributed by the vendor listed in the advertising or business promotion and the vendor name, name of business and location of business is identical to the vendor name, name of business and location of business registered with Bensidoun USA, Inc. and no other vendor, group of vendors or event or location that represents or utilizes multiple vendors may be represented in any manner in the advertising or business promotion. OR

C.) Advertising or business promotion has been approved by Bensidoun USA, Inc Midwest market Manager or Senior Executive officer prior to distribution.

Vendors distributing advertising or Business promotion outside of these guidelines will immediately be banned from any future participation in a Bensidoun USA, Inc market.

19. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns.

20. The markets are not to be used as a business expo, downline recruiting event or home party lead generator.

21. Produce vendors must clearly display the origin (State) of all of their products during all market hours and produce must be regional (Illinois and States bordering Illinois) unless prior written approval from Bensidoun USA has been given.

22. Vendors are solely responsible for all payments for confirmed dates

23. A Vendor may not share or sublet its booth(s).

**I have read, understand and will comply with these Rules and Regulations page 2/2 and with all of the policies and guidelines expressed in this application.**

**Vendor Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Applications must be mailed to: Leslie Cahill – French Market**

**131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295**