



Bensidoun USA French and Farmers Markets – 2011 Information and Application for Vendors

For centuries, markets - in which individual vendors sell food, clothing, books and flowers - have been a central feature of European life. Public markets are synonymous with French culture and style, as expressed through fresh food and drink, flowers, clothing, arts, crafts and jewelry sold by local vendors in open air. With over 50 years operating markets in France the Bensidoun family brought this concept to Illinois in 1997 with the opening of the Wheaton French Market and a rich tradition of American open-air markets European style was begun. We welcome your interest in our markets and are confident you will enjoy joining our community. Applicants that we accept have access to a system of local markets and pop-up events that service a large geographic area. We work with both full and part time vendors and we strive to make your experience at outdoor markets a pleasant and consistent one – no matter the town or the day of the week. We provide traditional imported French Market Canopies for our vendors at the majority of our venues. We believe in and support the communities we are in and work closely with our sponsoring organization, local government, local businesses and local non-profits to provide vibrant public markets that address the needs of the community and connect the business owner directly to the consumer.

Instructions for submitting application:

- 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** (2011 Vendor Application).
- 3. Sign and date pages 7 (Terms of participation), 8 and 9 (Rules and Regulations).**
- 4. Applicants must submit proof of liability insurance** (\$1,000,000 per occurrence min.) listing Bensidoun USA, Inc. as additional Insured.
- 5. Food Vendors must apply for county health permit** (Nettelhorst Market refer to addl. conditions page 4) – Health department Contact information for all markets will be provided in vendor acceptance packets.
- 6. Remit payment (check or money order payable to Bensidoun USA, Inc.) Payment instructions on page 5.**
- 7. Make and retain a copy of your completed application for your records**
- 8. Mail Application to Leslie Cahill Bensidoun USA, Inc. 0N375 Farwell Street, Wheaton, IL 60187.**
- 9. Applications that are received without all required documents/payments will not be processed.**

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. Vendors must supply their own tables, chairs and display. Vendors at certain markets must also supply their own 10x10 canopy. Competition is encouraged and controlled at the discretion of Bensidoun USA, Inc. Vendors that are unable to directly sell their product at market will not be considered. Applications are reviewed on an annual basis and 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). 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.

Chamber and Non-Profit Opportunities: Additional opportunities exist for local chamber/business association members. For more information on these opportunities call or email Bensidoun USA, Inc.

Leslie Cahill - Midwest Manager- Bensidoun USA, Inc. - Ccbcecc@sbcglobal.net
0N375 Farwell Street, Wheaton, IL 60187 Phone 312.575.0286 FAX 312.575.0295

Market Information

Thursday Markets:

- *Town Square Wheaton Summer Market (pending final approval)**
 Wheaton Town Square 271 Town Square (Naperville road at Blanchard)
 Thursdays from June 9 through September 29 10AM-2PM
- Western Springs French Market**
 Hillgrove Ave. between Lawn and Grand Ave
 Thursdays from May 5 through October 27 2PM-7PM

Friday Market:

- *Glen Ellyn Farmers Market**
 Adjacent to Giesche Shoe 400 Main St. 8AM-1PM
 Fridays from May 27 through October 28
- *Grant Park South French Market (pending final approval) NEW MARKET**
 Michigan Ave. Between E. Balbo and Roosevelt Road
 Fridays from June 3 through October 28 8AM-2PM

Saturday Markets

- Chicago Nettelhorst French Market**
 Nettelhorst School, Broadway and Melrose
 Saturdays April 23 through November 5 8AM-2PM
- Homewood French Market (pending final approval) NEW MARKET**
 Village Hall 2020 Chestnut Road
 Saturdays May 21 through October 22 8AM-1PM
- Lisle French Market**
 Downtown Lisle-Burlington between Spencer and Center (Metra parking lot)
 Saturdays April 30 through October 29 8AM-1PM
- Lombard French Market**
 Metra parking Lot E. St. Charles Rd between Garfield and Martha
 Saturdays May 21 through September 24 8AM-2PM
- Mokena French Market**
 Parking lot adjacent to RR tracks S.E. corner of Wolf and Front Street
 Saturdays from May 7 through October 29 8AM-1PM
- New Lenox French Market NEW MARKET**
 Village Hall 1 Veterans Parkway
 Saturdays May 14 through October 22 8AM-1PM
- *Sugar Grove French Market (pending final approval) NEW MARKET**
 Village Hall 10 S. Municipal Drive
 Saturdays June 4 through October 15 8AM-1PM
- Wheaton French Market**
 Municipal Parking Lot 3, Main and Liberty
 Saturdays from April 23 through November 5 8AM-2PM
- Wheaton Winter Market (pending final approval)**
 Wheaton Train Station 402 W. Front Street
 Saturdays November 12 through April 8 9AM-1PM
- Wilmette French Market**
 Metra Parking lot, downtown Wilmette (east side of tracks at Central)
 Saturdays April 30 through November 5 8AM-1PM

Sunday Markets

- Villa Park French Market**
 On Park Boulevard, West Side of Ardmore Avenue
 Sundays from May 1 through October 30 8AM-1PM
- Geneva French Market**
 Metra parking Lot NW corner of South St. and 4th St.
 Sundays from May 1 through November 6 9AM-2PM

*Vendors at Wheaton Town Square/Glen Ellyn/Grant Park South/Sugar Grove markets provide their own 10x10 tent(s)

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| vendor applicant |
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Franchise Market: Niles Michigan French Market

Thursdays May 26 through September 29 9AM-2PM
Saturdays May 28 through October 1 9AM-2PM

The Niles Michigan French Market is not a Bensidoun USA, Inc. market 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.

Pop up events:

Taste of Wheaton French Market Saturday June 4 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.

Elmhurst Memorial Hospital

Grand Opening/ Community Celebration Sunday June 19 8AM-1PM

The long anticipated opening of Elmhurst Memorial Hospitals' new campus is an exciting multi-day event that will culminate in the community celebration. The Sunday festivities kick off with our open air market. Tents will be provided for all vendors and we have just 40 available spaces. The day's other festivities will overlap with our market and include local entertainment, fair like food and beverages, campus tours, shuttle service around the campus, kids activities and much more. This hospital has easy highway access in addition to being an integral part of the Elmhurst community.

French Connection Day at Cantigny (pending final approval): Sunday August 14 9AM-3PM

This is our fourth year hosting a French Market at Cantigny – what a beautiful back drop for our show. This event is always very well attended and is a showcase for our special brand of markets with an average turnout of thousands of attendees. French and Francophile booth themes are encouraged but all vendors are welcome. Vendors will need to bring their own tents. Cantigny is located at 1S151 Winfield Road in Wheaton Illinois.

Market Classification

I

Wheaton **Taste of Wheaton

II

Wilmette Chicago (Nettelhorst)

III

Geneva Western Springs Lisle Villa Park Mokena Winter French Market

**Elmhurst Memorial Grand opening **French Connection Day

IV

New Lenox Homewood Lombard **Town Square Wheaton **Glen Ellyn **Sugar Grove

**Grant Park South

****Vendors provide their own tents**

Vendor Definitions

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. Part time vendors should not remit payment for Wheaton parking as Full time vendors receive priority for this amenity.

Full -Time Vendor: A vendor that applies for and is accepted as "Full Time" commits to attending the entire 2011 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). Full Time Vendors 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. Full time vendors receive priority location at all markets and may apply for parking at Wheaton French Market.

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Rebate Program

Full Time Vendors that miss no more than 2 dates at an individual market are eligible to receive a 5% end of year rebate on full time market rental fees paid on or before the due date. 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 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 | 4or more (excludes Saturday Wheaton Market) | |
|-------------------|----|----|---|--|
| Additional rebate | 2% | 3% | 4% | *no addl. Rebate paid for Wheaton French Mkt |

Weekly rates (per week per booth):

Bensidoun USA, Inc.makes final determination of vendor category based on product description provided by applicant.

Full time

| | I | II | III | IV |
|------------------------|-------|-------|-------|-------|
| Farmer | 50.00 | 46.00 | 39.00 | 31.00 |
| Produce/plants/flowers | 60.00 | 52.00 | 46.00 | 35.00 |
| Specialty foods | 55.00 | 48.00 | 42.00 | 32.00 |
| Concession food | 63.00 | 57.00 | 48.00 | 38.00 |
| All Other | 70.00 | 63.00 | 54.00 | 41.00 |
| End spot | *** | *** | *** | *** |
| Parking | 15.00 | | | |

Part time

| | | | | |
|------------------------|-------|-------|-------|-------|
| Farmer | 55.00 | 48.00 | 43.00 | 36.00 |
| Produce/plants/flowers | 65.00 | 54.00 | 50.00 | 40.00 |
| Specialty foods | 60.00 | 50.00 | 46.00 | 37.00 |
| Concession food | 68.00 | 59.00 | 52.00 | 43.00 |
| All Other | 75.00 | 64.00 | 58.00 | 46.00 |
| End spot | *** | *** | *** | *** |
| Parking | 15.00 | | | |

***Additional charges may apply – see individual market considerations below

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 received after due date | \$10.00 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 pays difference between part and full time rate for all dates prior to cancellation date plus \$50 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.

Additional restrictions, conditions or rate considerations.

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 USA 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. There is ample parking around this market, however, on site parking is available only to vendors that are approved and pay for this amenity. Full Time Vendors have priority for reserving on site parking. Vendor in end spot at southeast end will be charged for 1 extra booth for use of open air space.

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Nettelhorst French Market:

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. 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. No additional charge for end spots.

Wilmette French 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.

Glen Ellyn/ Wheaton Town Square/Sugar Grove/ South Grant Park

Vendors provide their own 10x10 tents at these markets.

Homewood/New Lenox/Sugar Grove

Full time vendors returning from 2010 season receive an additional \$5 discount off Full time rates

III and IV Markets (excludes pop up events)

Full Time Produce/plant/flower/food vendors receive \$5.00 discount on additional booths rented on a full time basis. Vendors with end spaces will be charged \$25 per week for use of up to 13 additional open air linear feet should they wish to extend their selling area – contact Midwest Manager for more information.

Payments Instructions: A receipt acknowledging payment will be issued to vendor at the time payment is received. The receipt is not proof of participation or confirmation of a reservation at any particular market on any particular date, only as proof that payment was received from the vendor by Bensidoun USA, Inc. Please retain all receipts as this is your only proof of payment(s).

Full time vendors: remit payment for the first 4 weeks of the season for each market you wish to be considered (including 4 weeks parking for Wheaton) with the application and once accepted you will receive a payment plan from Bensidoun USA for the balance of the year.

Part time vendors should remit payment for all dates requested. Part time vendors applying for more than 14 dates may request a payment plan. Call or email Bensidoun USA, Inc for more information.

Payment Plans: Vendors with payment plans must make payment on or before due date to avoid additional charges and cancellation of market dates. Mailed payments must be postmarked on or before the due date to be considered “on time”. Payments may also be made at market to the site supervisor. We accept cash payment at market, check and money order payment at market and via mail. We do not accept credit cards.

Booth Specifications: 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. At markets where vendors provide their own tents a single booth measures 10x10. **Vendors must keep all goods within the boundaries of such vendor's 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- but NOT on customer side of 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.

How to request additional dates/locations after your application is approved:

1. Email requests to Ccbceec@sbcglobal.net or bensidoun@yahoo.com OR
2. Call 312.575.0286 and request additional dates at market OR
3. Mail a written request and payment to address at bottom of page OR
4. Request and pay for additional dates based on availability with Site Supervisor at the market.

Cancellation/ No Show Policy

There are no refunds for cancelled or missed dates or for Market Days missed due to inclement weather. Vendors unable to attend a reserved market must notify the Midwest 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.

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Bensidoun USA, Inc. Midwest Markets 2011 Vendor Applicant Information

Refer to page one for complete application instructions

By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns. Please contact our office if you do not receive a decision within 3 weeks of submitting your application. Site-specific directions, amenities and instructions will be provided to vendors with all letters of acceptance.

Vendor/Applicant Name(s) _____ Business Name: _____

I am a (n): Individual Family LLC Partnership Corporation Non-profit

Street Number _____ Unit _____ City _____ State _____ ZIP _____

Home phone _____ Work phone _____ Cell phone _____ FAX _____

EMAIL(This will be primary form of contact) _____ Website _____
 Email is a good way/not a good way to communicate with me (circle applicable response)

Illinois Business Tax ID (non profits submit letter of non-profit status)

I am applying for: full time/full time split/ part time (circle applicable)

Check each category in which you plan to bring product to market – attach full description if you need more space:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Flowers | <input type="checkbox"/> plants |
| <input type="checkbox"/> Fruit | <input type="checkbox"/> vegetables |
| <input type="checkbox"/> Poultry | <input type="checkbox"/> eggs |
| <input type="checkbox"/> pork | <input type="checkbox"/> baked goods |
| <input type="checkbox"/> beef | <input type="checkbox"/> cheese |
| <input type="checkbox"/> fish | <input type="checkbox"/> milk |
| <input type="checkbox"/> Other, please specify below | <input type="checkbox"/> mushrooms |

My fruits/vegetables are grown on property owned/rented by vendor/applicant listed above (circle all that apply)
 Provide farmland information below. If items are wild gathered, identify the location(s) and attach permission from the property owner where gathered. If the land is rented, please include contact information for the owner and copy of rental lease agreement. If property is owned by you, please attach a copy of your latest property tax bill.

Land Description & Address: _____
 County: City: State: _____
 Number of Acres: Total Acreage in Production: _____
 Landlord Name _____: Phone: _____

Remit proof of insurance listing Bensidoun USA, Inc. as additional insured (\$1,000,000)

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.

Electricity request (not for lights/credit card machines/cash registers-vendor provides extension cords)

Electrical equipment: _____ Amps required _____

Request for information on *Niles Michigan French Market *Chicago French Market

(*These are not Bensidoun USA, Inc. Markets – a separate application is required for these markets)

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

Date(s) Town Number of booths *Wheaton parking (full time and handicap may apply)

*should you wish to display/sell product in parking space it will be billed at the standard booth rate

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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 his/her 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: _____

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Bensidoun USA, Inc. Midwest Markets – 2011 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: _____

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Bensidoun USA, Inc. Midwest Markets – 2011 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 exceptions.

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: _____

**Leslie Cahill - Midwest Manager- Bensidoun USA, Inc. - Ccbceec@sbcglobal.net
0N375 Farwell Street, Wheaton, Il. 60187 Phone 312.575.0286 FAX 312.575.0295**