

Bensidoun USA Inc. Midwest Premier and Community French Markets 2019 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 began. 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 many our venues. We believe in and support the communities we are in and work closely with our sponsoring organizations, 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.

Application Checklist

- Read the entire application**
- Fill out pages 6 and 7 completely including your Illinois Business Tax Registration ID**
- Sign and date pages 8 and 10**
- Include payment (check or money order payable to Bensidoun USA, Inc)**
PAYMENT INSTRUCTIONS ARE ON PAGE 4
- Food vendors remit certificate of Insurance (\$1,000,000 gen liab) listing Bensidoun USA as additional insured**
- Mail pages 6-10, payment and certificate of insurance to**
Bensidoun USA, Inc
0N375 Farwell Street
Wheaton, IL
60187

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

APPROVED FOOD VENDORS WILL BE EMAILED INFORMATION ON HEALTH PERMITTING

Premier Markets

(13x6.5 tents are provided at all Premier markets except as noted)

Thursday Market NEW (pending final approval)

Gallagher Way adjacent to Wrigley Field 5PM-8PM

3635 N Clark Street, Chicago www.gallagherway.com

Thursdays 7/11,7/18,7/25,8/1,8/8,8/15,8/29,9/5,9/12,9/26

This world class venue is surrounded by a bustling commercial district that includes Hotel Zachary, many restaurants and a dense residential population. We will be hosting an artisan food and craft market, weekly chef demo's from the 10 restaurants in the complex and live entertainment. We can only accommodate 30 tents at this market. Your booth fee includes the set up and break down of 10x10 tents which we will provide for you.

Saturday Markets

Wheaton French Market 8AM-2PM

Municipal Parking Lot 3, Main and Liberty April 13 -November 9

Taste of Wheaton June 1 – market moves to street, vendors supply their own tents

Wilmette French Market 8AM-1PM

Metra Parking lot 722 Green Bay Road April 20 thru November 2

Chicago Nettelhorst French Market 8AM-2PM

Nettelhorst School, Broadway and Melrose April 20– November 2

(Closed 9/14 for Lakeview East Fine Arts Festival)

Sunday Market

Geneva French Market 9AM-2PM

Metra parking Lot NW corner of South St. and 4th St. April 14 - November 10

Pop up events:

Taste of Wheaton French Market 8AM-2PM

(price is included for Wheaton full time vendors) Saturday June 1

The French Market will move to Reber Street between Willow and the Railroad Tracks as well as on Liberty Street between Reber 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 10x10 tents.**

Cantigny French Picnic Under the stars 6PM – Dusk (stargazing until 11Pm)

Saturday August 10

French themed food, drink and retail products are welcome to apply. **Vendors will need to bring their own 10x10 tents.**

French Connection Day at Cantigny: 10AM-4PM

Sunday August 11

This event is always very well attended and is a showcase for our special brand of markets with thousands of attendees. Concession, French and Francophile booth themes are extremely popular. This is very much a family event so booths catering to children are also very popular. **Vendors will need to bring their own 10x10 tents.** Cantigny is located at 1S151 Winfield Road in Wheaton Illinois.



Premier market price per day

	Produce		Spec.		Retail	Service	parking
	Part time Farmer	Plants/flowe	Food	Conc			
Wheaton (incl. Taste, Cantigny events)	\$68.00	\$78.00	\$73.00	\$83.00	\$89.00	\$107.00	\$30.00
Gallagher Way/Wilmette/Geneva	\$58.00	\$65.00	\$61.00	\$70.00	\$75.00	\$95.00	
Nettelhorst	\$56.00	\$63.00	\$59.00	\$68.00	\$73.00	\$93.00	

	Produce		Spec.		Retail	parking
	Farmer	Plants/flowe	Food	Conc		
Full Time rate (pay for all dates in the season)						
Wheaton	\$65.00	\$75.00	\$70.00	\$80.00	\$86.00	\$27.00
Wheaton if full time in at least 1 additional market	\$60.00	\$70.00	\$65.00	\$73.00	\$81.00	\$23.00
Gallagher Way/Wilmette/Geneva	\$54.00	\$61.00	\$56.00	\$66.00	\$72.00	
Nettelhorst	\$52.00	\$59.00	\$54.00	\$64.00	\$70.00	

5% discount if bill for the season is paid in full by May 31st

Additional restrictions, conditions or rate considerations

Wheaton French Market: Full Time Vendors that only participate in the 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. Third and Fourth booth cost an additional \$5.00 per day over and above standard rental rate. Vendor in end spot at southeast end will be charged for 1.5 extra booth fee for use of open air space (may not obstruct the sidewalk, driving aisle or customer aisle).

Nettelhorst French Market: 3rd and 4th booth cost an additional \$5.00 per day per booth over and above standard rental rate. Food vendors must submit a City of Chicago Temp. Food Vendor License application. You will receive additional information regarding this requirement if your application is approved.

Wilmette French Market: Vendors at north and south ends may request additional footage and will be charged \$4 per linear foot per day.

Community Markets

Community markets are oriented towards community development. By utilizing a lower operational cost for vendors, we can expand our offerings to vendors and provide support for local food and business hubs in desirable locations throughout the Chicagoland area.

Saturday Markets

Lisle French Market (pending final approval March 18)	
Lisle French Market at Prairie Walk Pond	8AM-1PM
NEW LOCATION Garfield Avenue Parking lot north of Burlington (13 x 6.5 Tents are provided)	May 4 – September 14
Glencoe French Market	8AM-1PM
Wyman Green/ Village Court (vendors supply their own 10x10tents)	June 8– October 19

Sunday Markets

Glen Ellyn French Market	9AM--130PM
Public Parking lot immediately north of 449 N. Main Street (13 x 6.5 Tents are provided)	June 2 - October 27
Western Springs French Market	9AM-1PM
Hillgrove Ave between Lawn and Grand Ave	May 12 – October 13



(13 x 6.5 Tents are provided)

Community Market rates

	Rate per booth	Days	Produce			
			Plants/flowers	Specialty Food	Concession	Retail
Glencoe	Part Time	1	\$25.00	\$35.00	\$40.00	\$60.00
	Full Time	20	\$440.00	\$600.00	\$700.00	
Lisle and W Springs	Part Time	1	\$25.00	\$35.00	\$40.00	\$60.00
Lisle	Full Time	20	\$440.00	\$600.00	\$700.00	
W springs	Full time	23	\$506.00	\$690.00	\$805.00	
	Full Time Second booth	season	\$50.00	\$50.00	\$50.00	
Glen Ellyn	Part Time	1	\$37.00	\$45.00	\$50.00	\$75.00
Glen Ellyn	Full Time	22	\$748.00	\$924.00	\$1,034.00	
	Full Time Second booth	season	\$300.00	\$350.00	\$400.00	

Additional Charges/ Fees - All Markets

Vendors arriving after open/leaving before close of market	\$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	\$20.00 fine per event
No Show/no cancellation prior to open	\$20.00 fine per event & loss of booth fee
Returned Check (non-sufficient funds)	\$36.00 fine per event
Garbage left at market	\$20.00 fine per event
Damage to poles	\$100 charge per pole
Damage to Canopies*	full cost of repair
Change or cancel booking	first 4 free, \$15 each thereafter
Failure to roll out/tie down or roll back canopy	\$15 each infraction

Cancel full time Market: Vendor pays difference between part and full time rate for all dates prior to cancellation date plus \$50 fine if vendor cancels market after May 31

*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.

Payment Instructions:

Full Time Vendors (you are required to pay for every day of the market season)

Remit \$100 per full time booth per market that you are applying for with your application. You will receive a payment plan for the season which will include the option to receive a 5% discount if you pay the balance in full by May 31^s

Part time vendors applying for 8 or more dates Remit payment for the first 4 dates requested with your application. You will receive a payment plan for the remainder of the dates that you are accepted to. If you are **applying for less than 8 dates** Remit payment for all dates applied for with your application.

REMIT CHECK OR MONEY ORDER – WE DO NOT ACCEPT CREDITCARDS

Applicants accepted to our markets will have the option to make remaining payments at market or may mail in payments. To avoid fines or loss of dates please be sure to pay by the due date on your payment schedule or as defined by Bensidoun USA, Inc. You will receive a receipt for your payment (e-receipt to your email address if you mail in payment). The receipt is not proof of participation or confirmation of a market on any date, only as proof that payment was received from the vendor by Bensidoun USA, Inc. Please retain all receipts/cancelled checks as this is your only proof of payment.

Booth Size, Booth Assignment: In Markets where Bensidoun USA provides the canopy, a single booth

measures 4 meters wide (13 feet) by 2 meters deep (6.5 feet). 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 and at Gallagher Way tent measures 10x10. **Vendors must keep all goods within the boundaries of such vendor's booth.** Vendors (full and part time) are not guaranteed a specific booth location at any market on any day. Assignment of space is at the sole discretion of Bensidoun USA, Inc. and not contestable by the vendor. 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:

Email requests to <mailto:bensidounmarkets@gmail.com> or bensidoun@yahoo.com

OR Mail a written request and payment to Bensidoun USA 0N375 Farwell Street, Wheaton, IL 60187

OR 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 will be fined as a “no show” (see additional charges/fees above). Vendor forfeits booth fee on cancellations less than 7 days prior to event. Exceptions may be made in the event of documented emergencies. Payments for dates cancelled with 7 days or more notice may be transferred to another market but are not refundable.

Instructions for Applicant information submission

Please complete the Applicant information pages

Returning vendors must update their product information, biography and social media information

Please email photos of your business to bensidounmarkets@gmail.com for use in our social media

Before remitting application please be sure you have followed the instructions given on page 1

Mail Application to Leslie Cahill Bensidoun USA, Inc. 0N375 Farwell Street, Wheaton, IL. 60187

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.



Bensidoun USA, Inc. Midwest Markets 2019 Vendor Applicant Information

Vendor/Applicant Name(s):

Business Name

Illinois FEIN or License Number (must be retailer)

****Non Profits must include letter of non profit Status**

Address	City	State	Zip
Home phone	Work phone	Cell phone	
EMAIL			

Email is the primary way we communicate with our vendors - do not provide email if you do not check it frequently

Website		Social Media	
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About my Business (check all that apply)

	*Produce	Plants/Flowers	Specialty food (Food OR drink)	Concession (Food AND Drink)	Other
I grow/craft/create my own product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I source all/some of my product*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Mushrooms	Honey	Eggs/Dairy	Meat/Fish	
I grow/craft/create my own product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I source all/some of my product*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I provide a service	<input type="checkbox"/>				

*** Produce purchased for resale that is in season must be grown in the upper Midwest (Illinois, the states bordering Illinois and Michigan). If you are a produce grower you must provide location(s) produce was grown if other than the address provided.**

Vendors 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.

I require electricity (not available for registers or lighting) Amps Required:

Send info on Marche De Noel and Marche Du Printemps (indoor markets winter/spring downtown)

Bensidoun USA, Inc reserves the right to request additional information about the source of vendor products
Remit proof of insurance listing Bensidoun USA, Inc. as additional insured (\$1,000,000)

Provide Product description (please attach or email photos of your products)



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 market or for a date or a 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 the 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 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 about 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 their 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 – 2019 season Vendor Rules and Regulations page 1 of 2

For 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 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 before attending market. Bensidoun USA will be reporting monthly vendor participation at the Geneva French market to the City of Geneva and vendors not remitting local sales tax will be barred from participation at this market.
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 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 always 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 ensure that it remains securely tied. The Vendor understands that the canopy may become untied during 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.
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 noti



Bensidoun USA, Inc. Midwest Markets – 2019 season Vendor Rules and Regulations page 2 of 2

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 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 market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by vendor.

17. 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.

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

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

20. **Produce vendors must clearly display the origin (State) of all 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.**

21. Vendors are solely responsible for all payments for confirmed dates and may not share or sublet its booth(s).

22. **There is no smoking allowed within 20 feet of any portion of the market**

23. Vendors may not bring animals to market (including dogs) unless the animal is kept in a kennel

24. In the event an individual market season should (a) begin later or end earlier than as set forth in this Vendor Application, or (b) be canceled in its entirety, Licensor shall: (x) notify all Vendors whose reservations have been affected by such change, and (y) within 120 days of such notification, refund any unused portion of rent paid or deposited by each such Vendor for the market season that has been modified, less any outstanding financial obligation owed by such Vendor to Licensor as determined by Licensor in its reasonable discretion, including, but not limited to, any other market rents, fees or fines due from such Vendor to Licensor. Such refund shall constitute each such Vendor’s only recourse against Licensor about any such market season modifications.”

25. In the event the hours of operation, days of operation or location of a market should materially change from the terms set forth in this Vendor Application and such changes are reasonably unacceptable to a Vendor, such Vendor must deliver to Licensor a written objection to such changes. Within 120 days of Licensor’s receipt of such written objection, Licensor shall refund any unused portion of rent paid or deposited by such Vendor for the market that has been modified, less any outstanding financial obligation owed by such Vendor to Licensor as determined by Licensor in its reasonable discretion, including, but not limited to, any other market rents, fees or fines due from such Vendor to Licensor. Such refund shall constitute such Vendor’s only recourse against Licensor about any such market modifications.

I have read pages 1-9 of the Bensidoun USA Inc. Midwest French and Farmers Markets 2019 Information and Application for Vendors, understand and agree to abide by all the terms, policies and rules and regulations expressed in this application.

Vendor Applicant Signature: _____ Date: _____