



The public market managers and developers

## Midwest Premier and Community French Markets 2024 Information and Application for Vendors

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 11-13 completely including your Illinois Business Tax Registration ID
  - Sign and date page 11
  - Remit payment (Pay online via ZELLE or mail check or money order). INSTRUCTIONS ARE ON PAGE 6
  - Cottage Food Vendors remit copy of Cottage Food License and certificate of Insurance (\$1,000,000 general liability) listing Bensidoun USA as additional insured
  - Remit any additional documentation as indicated on page 11
  - Specialty/prepared food vendors remit copy of last commercial kitchen inspection
  - All food and produce vendors remit certificate of Insurance (\$1,000,000 general liability) listing Bensidoun USA as additional insured
  - Only return pages with the **green footer**, payment and certificate of insurance to:  
**Bensidoun USA, Inc**  
**ON375 Farwell Street**  
**Wheaton, IL 60187**
- Alternately you may EMAIL the application as long as it is sent as one document (we do not accept pictures or scans of individual pages of the application). Email to [bensidounmarkets@gmail.com](mailto:bensidounmarkets@gmail.com)
- Read Vendor Manual which can be found at [bensidounusa.com/be-a-vendor/](https://bensidounusa.com/be-a-vendor/). This includes important market instructions, supervisor contact info, and more.



**APPLICATIONS THAT ARE RECEIVED WITHOUT ALL REQUIRED DOCUMENTS/PAYMENTS WILL NOT BE PROCESSED.**



**APPROVED FOOD VENDORS WILL BE EMAILED INFORMATION ON HEALTH PERMITTING**



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### MARKET OPPORTUNITIES

#### WEDNESDAY MARKET

##### **NEW! PIONEER COURT MARKET DAYS AND FALL FESTIVAL • 401 N MICHIGAN AVE CHICAGO**

**June 5 - October 30th** (no market 6/19, 7/3, 8/7) • **10AM-2PM** • **Vendors provide their own 10x10 tents**

This location is adjacent to the riverwalk, the Apple Store and the historic Tribune building. We will host a mixed market including farmers market vendors, artisan crafters and food trucks. In October we will ramp up with special events each week and ask that vendors bring seasonal products. Due to the unique nature of the plaza, vendors will be assigned space as they arrive. Electricity will be available. Discounted parking will be available. Food trucks may only use generators or propane if they are on board the vehicle. Vendors in tents may not use propane or generators.

##### **NEW DAY! WESTERN SPRINGS FRENCH MARKET • HILLGROVE AVE BETWEEN LAWN AND GRAND AVE**

**May 8 - September 25** • **4PM - 7PM** • **13x6.5 tents are provided**

We have moved this market from Friday to Wednesday in order to better serve the community in this post-pandemic world. We will be working closely with the Village and the Western Springs Business Association to create a roster of activities for "Wednesdays in Western Springs" with the Market being the cornerstone. We will have complementary activities on the green and are working on that schedule now. Story time, recreation opportunities like bags tourneys, Jammin in July and other fun co-activities should make this market a hit.

#### THURSDAY MARKET

##### **NEW! BARRINGTON FARMERS MARKET • STATION STREET BETWEEN GROVE AVE AND COOK STREET**

**June 6 - October 10** • **4PM until dusk** (no market July 4 or August 8) • **Vendors provide their own 10x10 tents**

The Village of Barrington has a rich farmers market history that was greatly impacted by the pandemic. We are pleased to collaborate with the Village to bring back a bigger, better market which will be enhanced from June 13th to August 15th with their Thursday Nights Out Community event (classic cars, live music, kids activities, beer and wine). **We will be able to accept up to (4) food trucks to enhance the event.**

#### SATURDAY MARKETS

##### **WHEATON FRENCH MARKET • WHEATON PAVILLION - MAIN AND LIBERTY**

**April 13 - November 30** • **April 13 - October 26 Hours: 8AM - 2PM** • **November 2 - 30 Hours: 9AM - 1PM**

Market is a combination of 10x10 vendor tents and 13x6.5 market canopies

June 1st, during the Cream of Wheaton, the French Market will re-locate to Liberty east of Cross and Reber, north of Willow. Vendors will need to bring their own tents and there is no electricity.

##### **WILMETTE FRENCH MARKET • METRA PARKING LOT 722 GREEN BAY ROAD**

**April 20 - November 2** • **8AM - 1PM** • **13x6.5 tents are provided**



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### SATURDAY MARKETS

#### **CHICAGO NETTELHORST FRENCH MARKET • NETTELHORST SCHOOL, BROADWAY & MELROSE**

April 20 - November 2 • 8AM - 2PM (NO MARKET ON 9/14 DUE TO LAKEVIEW EAST ART FESTIVAL)

13x6.5 tents are provided

#### **LISLE FRENCH MARKET AT PRAIRIE WALK POND • GARFIELD AVENUE PARKING LOT NORTH OF BURLINGTON**

May 4 - October 12 • 8AM - 1PM • 13' x 6.5' tents are provided

#### **VOYAGE EN FRANCE • CANTIGNY PARK, 12, 151 WINFIELD RD, WHEATON**

July 20 • 10AM-4PM • Vendors provide their own 10x10 tents

Immerse yourself in the beauty and culture of France as we celebrate Cantigny Park's special connection with the small village of Cantigny, France. Stroll a French Open Air Market hosted by Bensidoun. Guests strolling through out the park will find several additional stations representing different regions of France as well as educational booths, artists, french foods, street performers and petanque. This is always a fun event in the most beautiful of settings.

### SUNDAY MARKETS

#### **GENEVA FRENCH MARKET • METRA PARKING LOT NW CORNER OF SOUTH ST. AND 4TH ST.**

April 14 - November 17 • April 14 - October 27 Hours: 9AM- 2PM • November 3 - 17 Hours: 9AM - 1PM

13x6.5 tents are provided

#### **GLEN ELLYN FRENCH MARKET • PUBLIC PARKING LOT IMMEDIATELY NORTH OF 449 N. MAIN STREET**

May 5 - October 20 • 9AM - 1PM • 13x6.5 tents are provided

#### **NEW! HIGHLAND PARK FRENCH MARKET AT THE LOT • 523 CENTRAL AVENUE**

June 9 - September 29 • 10AM - 2PM • 13x6.5 tents will be provided

We learned from last year and we are rebranding as a French Market. We are better positioned to properly promote the market. We are working closely with Highland Park to leverage a significant marketing budget to ensure the community knows where we are and what we are. This is a fantastic community and we have the opportunity to grow a LARGE north shore market. Please join us!

#### **NEW! ELMHURST FRENCH MARKET • 103 S PROSPECT AVE**

Sundays June 9 - September 29 (NO MARKET ON 9/8) • 9AM-2PM • Vendors provide their own 10x 10 tents

We are partnering with the City of Elmhurst to present a vibrant market highlighting local artisan foods and goods. We are already looking to next year when our market canopies will be installed. This is a great community and a great opportunity for all of you to shine. Please join us!



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### VIRTUAL MARKET

Upload your content to our online French Market! Your annual subscription to the virtual French Market includes monthly digital marketing of the virtual market site and real time digital marketing of features as provided by participants. This handy tool is the best way for French Market customers to find all of their favorite vendors in one location. Only vendors registered for one of our outdoor markets may subscribe. A 1 year subscription runs from May the current year through April of the following year.



CHECK OUT THE  
VIRTUAL MARKET

### MARKET RATES

	FARMER	PRODUCE PLANTS/ FLOWERS	SPECIALTY FOOD	CONCESSION*	RETAIL	SERVICE	PARKING
<b>PART TIME RATES PER DAY</b>							
WHEATON/VOYAGE EN FRANCE	\$82.00	\$92.00	\$87.00	\$98.00	\$105.00	\$125.00	\$35.00
WILMETTE/GENEVA/NETTELHORST/*PIONEER COURT	\$63.00	\$70.00	\$67.00	\$76.00	\$81.00	\$105.00	NA
HIGHLAND PARK/*BARRINGTON/ELMHURST	\$43.00	\$43.00	\$43.00	\$50.00	\$50.00	\$75.00	NA
LISLE/WESTERN SPRINGS/GLEN ELLYN	\$35.00	\$35.00	\$35.00	\$40.00	\$45.00	\$65.00	NA
VIRTUAL MARKET 1 YEAR SUBSCRIPTION	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	
<b>FULL TIME RATE PER DAY (pay for all dates in the season)</b>							
WHEATON	\$79.00	\$90.00	\$85.00	\$96.00	\$102.00	NA	\$27.00
WHEATON (IF FULL TIME IN ANOTHER MARKET)	\$69.00	\$81.00	\$75.00	\$87.00	\$92.00	NA	\$23.00
WILMETTE/GENEVA/NETTELHORST/*PIONEER COURT	\$59.00	\$66.00	\$61.00	\$72.00	\$78.00	NA	NA
HIGHLAND PARK/*BARRINGTON/ELMHURST	\$40.00	\$40.00	\$40.00	\$47.00	\$47.00	NA	NA
LISLE/WESTERN SPRINGS/GLEN ELLYN	\$30.00	\$30.00	\$30.00	\$35.00	\$40.00	NA	NA
VIRTUAL MARKET 1 YEAR SUBSCRIPTION	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	

\* We can accommodate a limited number of Food Trucks at Pioneer Court and Barrington. Concession Price is per 10x10 space. FOOD TRUCKS INDICATE THE SIZE OF YOUR VEHICLE 10X10, 10X20, 10X30 Parking is limited due to moving to the street. 1 parking spot = 15' x 10' space. Vendors may not sell from parking spaces.



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## Midwest Premier and Community French Markets 2024 Information and Application for Vendors

### 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 \$10.00 per day.

**NETTELHORST FRENCH MARKET:** 3rd and 4th booth cost an additional \$5.00 per day per booth. 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 \$5.00 per linear foot per day. Lisle/Glen Ellyn/Western Springs : All vendors receive a 50% discount on 2nd and 3rd booths

**HIGHLAND PARK/BARRINGTON/LISLE/GLEN ELLYN/WESTERN SPRINGS:** Farmers/Produce/Flowers/Plants/Specialty food receive a 50% discount on 2nd and 3rd booths purchased

**ELMHURST:** Local Elmhurst merchants receive a 25% discount on all rates

### ADDITIONAL CHARGES/ FEES - ALL MARKETS

Vendors arriving after open/leaving before close of market **\$10.00 fine per event**

Failure to post signage identifying the state of origin of all produce **\$50.00**

Produce Vendors- selling non-regional produce without approval **\$200.00 fine for first event. Additional violation \$500.00 and barred from future events**

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 week payment is past due**

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 **\$50.00 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 occurrence (up to \$30.00 event)**

Cancel full time Market: **Vendor pays difference between part and full time rate for all dates prior to cancellation date plus \$50 cancellation fee if vendor cancels full time participation in a market after 4 weeks of opening day of market**

*\*This includes but is not limited 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.*



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### PAYMENT INSTRUCTIONS

#### **FULL TIME VENDORS (YOU ARE REQUIRED TO PAY FOR ALL DAYS OF THE MARKET SEASON, EVEN NON ATTENDANCE DAYS)**

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 31st

#### **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.

#### **MUSICIANS/NON PROFITS/COMMUNITY ORGANIZATIONS**

Remit no payment

#### **REMIT CHECK OR MONEY ORDER - WE DO NOT ACCEPT CREDIT CARDS**

**PAY VIA ZELLE TO WPLAINSMARKET@YAHOO.COM.** If the name associated with your ZELLE account does not match the applicant or business name that you provide on page 11 you must provide one of these identifiers as a note in ZELLE so that we may apply the payment to the correct account.

OR REMIT CHECK OR MONEY ORDER - WE DO NOT ACCEPT CREDIT CARDS. **Mail payment to: Bensidoun USA ON375 Farwell ST Wheaton, IL 60187.** You will receive a digital receipt for mailed in payments. 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/canceled 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: [lcahill90@gmail.com](mailto:lcahill90@gmail.com)

OR Mail a written request and payment to Bensidoun USA ON375 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 canceled or missed dates or for Market Days vendor chooses to cancel 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 canceled with 7 days or more notice may be transferred to another market but are not refundable.



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## Midwest Premier and Community French Markets 2024 Information and Application for Vendors

### **BENSIDOUN USA, INC. MIDWEST MARKETS - 2024 SEASON VENDOR RULES AND REGULATIONS**

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 Commercial Liability Insurance listing Bensidoun USA, Inc. (405 N Wabash #3404, Chicago, IL 60611) 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. Vendors using electricity are required to supply their own weather proof extension cords and also safety mats to cover the cords in areas where they present a trip hazard.



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12. In markets where Bensidoun USA provides the canopy, 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.

13. Vendors using their own tents must properly weigh the tent.

14. 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.

15. 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 notification.

16. 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.

17. 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.

18. 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.

19. 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.

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





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21. Vendors, excluding service vendors, must sell a physical product at the market. The markets may not be used as a business expo, downline recruiting event or home party lead generator.
22. 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 and may not be imported from outside of the USA..
23. Vendors are solely responsible for all payments for confirmed dates and may not share or sublet its booth(s).
24. There is no smoking allowed within 20 feet of any portion of the market
25. Vendors may not bring animals to market (including dogs) unless the animal is kept in a kennel
26. 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."
27. 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.



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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 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.



# Midwest Premier and Community French Markets

## 2024 Information and Application for Vendors

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### INSTRUCTIONS FOR APPLICANT INFORMATION SUBMISSION

- Returning vendors must update their product information, biography and social media information
- Please email photos of your business to [bensidounmarkets@gmail.com](mailto:bensidounmarkets@gmail.com) for use in our social media
- Mail Application (pages 11, 12, 13) to Bensidoun USA, Inc. 0N375 Farwell Street, Wheaton, IL. 60187
- Follow the application checklist on page 1

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.

**I have read and accept the terms of the Bensidoun USA Inc 2024 Midwest information and application for Vendors. I understand and agree to abide by all of the terms policies and rules and regulations expressed in this application, including but not limited to APPLICANT TERMS AND CONDITIONS OF PARTICIPATION AND 2024 Season Vendor Rule and Regulations.**

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

### VENDOR INFORMATION

Applicant Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

\*Illinois Sales Tax Registration Number: \_\_\_\_\_

**\*Must be registered as retailer/reseller. We can not accept a social security number or FEIN. Non profits must include letter of non-profit status**

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

Phone: \_\_\_\_\_ Email\*: \_\_\_\_\_

\* Website: \_\_\_\_\_

**Email is the primary way we communicate with our vendors. Do not provide an email if you do not check it frequently.\***

I have a bricks and mortar business and qualify for local business owner benefits





The public market managers and developers

## Midwest Premier and Community French Markets 2024 Information and Application for Vendors

### ABOUT MY BUSINESS (CHECK ALL THAT APPLY)

	PRODUCE*	PLANTS/ FLOWERS	SPECIALTY FOOD OR DRINK	CONCESSION FOOD OR DRINK	OTHER	MUSHROOMS	HONEY	EGGS/ DAIRY	MEAT/ FISH
I GROW/CRAFT/ CREATE MY OWN PRODUCT									
I SOURCE ALL/SOME OF MY PRODUCT*									
Product Description									

I provide a service: \_\_\_\_\_

Service providers will be considered for no more than 9 dates per season and no more than 1 date per month for each market location they apply to. Exceptions to this policy will be made at the sole discretion of Bensidoun USA Inc.

\*Bensidoun USA, Inc. reserves the right to request additional information about the source of vendor products.

#### FOOD VENDORS (Check all that apply)

- I prepare/package my own product **include copy of last commercial kitchen health inspection AND copy of food manager certification**
- I will not sample product at market
- I will sample product at market
- I have a State of Illinois Sampling permit **(include copy)**
- My product is made in a home kitchen  
Must include copy of Cottage food license
- I will be preparing and serving food out at the market  
**(Temporary food permit will be required)**

#### PRODUCE VENDORS

Farmers must provide the location produce was grown if different from business address. Produce may be purchased for resale at the market if it is in season and grown in the upper Midwest (Illinois, the states bordering Illinois, Michigan). Should you wish to sell produce sourced from outside the Midwest, the State of origin must be provided. Imported produce is NOT PERMITTED.

- I grow my own produce at the business address provided
- I supplement my inventory with the below listed seasonal produce grown in the upper Midwest  
Item(s)/State: \_\_\_\_\_
- I supplement my inventory with seasonal produce sourced from States other than the upper Midwest  
Item(s)/State: \_\_\_\_\_
- I accept SNAP/EBT

#### ALL VENDORS (Check all that apply)

- I require electricity (not available for registers or lighting). Amps required \_\_\_\_\_
- Send info on indoor year round and holiday pop up markets (Chicago French Market)
- I have a food truck/Food Trailer

Please indicate the size including hitch if applicable

- 10x10    10x20    10x30



*The public market managers and developers*

## Midwest Premier and Community French Markets 2024 Information and Application for Vendors

Please email photos of your products and company/owner biography to [bensidounmarkets@gmail.com](mailto:bensidounmarkets@gmail.com)

Provide additional product description below.

### REQUEST FOR MARKET LOCATIONS AND DATES

MARKET LOCATION	# OF SPACES	FULL TIME PART TIME	LIST DATES
Barrington			
Geneva			
Glen Ellyn			
Elmhurst			
Highland Park			
Lisle			
Nettelhorst			
Pioneer Court			
Voyage en France			
Western Springs			
Wilmette			
Wheaton			
Wheaton Parking			

Wheaton Cream of Wheaton June 1 - Full time vendor opting out of this date

PLEASE SIGN ME UP FOR 12 MONTHS OF THE VIRTUAL MARKET FOR \$25