

Bensidoun USA French and Farmers Markets - 2009 Information and Application for Vendors -Northeast Region



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

Application Instructions:

1. Read application in its entirety and initial the lower right hand corner of pages 1 through 6
2. Fill in page 4 completely (Applicant Information).
3. Sign and date page 5 (Terms of participation) and 6 (Rules and Regulations)
4. **All vendors** must submit proof of liability insurance (1,000,000 per occurrence min.) listing Bensidoun USA, Inc as additional Insured. Food Vendors must be permitted by the county they are vending in and have this permit with them at all times.
5. **Part time Vendors** submit payment for all dates applied for
6. **Full Time Vendors applying Prior to April 15** send payment as defined in this document.
7. **Full Time Vendors applying after April 15** - contact Sebastien Bensidoun at **312.502.5603** and he will determine via phone interview if you are eligible to apply and the amount you will need to remit with your application. Vendors applying after the season begins, please remember, to be eligible for Full Time Vendor rebate for a market you can miss no more than 2 dates from that markets season.
8. After completing the application - make a copy for your records.
9. Applications that are received without all required documents/payments will not be processed.

If you have completed all of these steps make sure you mail this document (pages 1 through 6) to:
Sebastien Bensidoun
Bensidoun USA, Inc.

See mailing instruction at the bottom of the page(s)

Competition is encouraged and controlled at the discretion of Bensidoun USA, Inc. Site-specific directions, amenities and instructions will be provided to vendors with all letters of acceptance. Please contact Sebastien Bensidoun at **312.502.5603** if you have any questions or concerns. **If you do not receive a reply on your application within 2 weeks of mailing** please send an e-mail at bensidoun@yahoo.com

Market Information

White Plains International Open-Air Market

City Hall parking lot 255 Main Street White Plains, NY
Wednesdays from May 06th to Nov.25th 8AM-4PM

Stamford Downtown French Market

Latham Park on Bedford Street Stamford, CT
Saturdays from June 06st to Nov.28th 10AM-2PM

Possible New Markets: *New-York, (Manhattan & Brooklyn)

*Please note your interest in this possible new markets on the application on page 4

Applications must be mailed to: **Sebastien Bensidoun**
0N375 Farwell Street, Wheaton, Illinois 60187 TEL:(630).784.0862

Vendor Applicant Initials

Booth Information

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

Time Commitment

Space is available on a part-time (individual dates) or full-time basis for all markets.

Vendor Eligibility: Bensidoun USA, Inc. welcomes applicants from all businesses that provide wholesome, unused products that primarily are sold directly at market. Vendors who are unable to demonstrate or directly sell their product at market should not apply. We are creating an upscale selling environment and do not want to be perceived as a business expo, downline recruiting event or flea market. Applicants will be screened and selected based on product appropriateness, market density and past participation. Applicants must submit all requested information/documentation and payments to be considered for eligibility. 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. All applicants will receive a written response stating such applicant's eligibility or ineligibility to participate in the Bensidoun market, and when appropriate, a confirmation for the markets and dates that applicant has been booked. Eligible vendors are responsible for all payments for confirmed dates as well as for the conduct of all persons working in such vendor booth(s). Vendors may not share or sublet such vendor's booth(s).

Confirmation of Reservation:

Eligible vendors will receive a confirmation notice that will include markets and dates vendor has booked, and location specific information for the markets that will detail directions, parking information, any site-specific restrictions/rules and Site Supervisor information. A receipt acknowledging payment will also be issued. **Please retain all receipts, as this is your only proof of payment.** The receipt is not proof of participation at any particular market on any particular date.

To reserve additional dates after the application has been submitted:

1. Eligible vendors can call: **312.502.5603** and request additional dates at market.
2. On days that vendor is at a market, that vendor may request and pay for additional dates based on availability through the Site Supervisor.

Cancellation Policy

There are no refunds for cancelled or missed dates. Vendors unable to attend a reserved market must notify the Northeast Market Manager prior to the open of the event. 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.

Vendor Definitions

All Vendors: Vendors are solely responsible for all payments for confirmed dates for vendor's business as well as for the conduct of all persons working in such vendor's booth(s) and will be accepted based on criteria set forth in this document and at the sole discretion of Bensidoun USA, Inc. A Vendor may not share or sublet its booth(s).

Part-Time Vendor: A vendor that commits to individual dates on a week-to-week basis. Part-time vendors may be assigned a different booth location each date that such vendor attends the market. Part-time vendors must remit payment for all dates they would like to be considered for with the application. Reservations will not be made prior to payment.

Full -Time Vendor: A vendor that commits to attending the entire season of any given market. Full-Time vendors receive priority location and parking at the market. Full Time Vendors are booked and must pay for every date during the season, whether or not they attend the market. **Vendors applying for full-time status must remit a payment equal to the first 4 weeks at market with the application.** A detailed payment schedule will be mailed after eligibility is established. Full-time vendors that miss no more than 2 events at an individual market are eligible for an end of season rebate on payments made for that market. Vendors attending multiple markets full time may be eligible for higher rebates. The rebate program is fully described below. Full time vendors must abide by the payment schedule or may, at the sole discretion of Bensidoun USA, Inc., lose such vendor space at the market payment is late.

RENTAL RATE INFORMATION

Rental Rate is defined by market class:

A Market: White Plains
B Market: Stamford

Any of these markets may be an excellent match for your product. The rent class of a market is determined by a combination of the size, age, attendance and amenities offered at the market.

Please find the category that most accurately describes your product. Upon receipt of vendor application, Bensidoun USA, Inc. will make final determination of vendor category. Vendor may only bring to market what has been disclosed on the vendor application and approved by Bensidoun USA, Inc.. Should vendor wish to add or change products/services brought to market after submitting application, vendor must make a written request and submit this to Bensidoun USA, Inc. for review and either approval or rejection of the desired change.

Rent per week/Per Booth	A	B
Produce	\$44.00	\$42.00
Live plants/flowers	\$49.00	\$47.00
Specialty foods	\$44.00	\$42.00
Food & Drink (Concession)	\$54.00	\$52.00
Other/Jewelry	\$59.00	\$57.00

Additional Charges/ Fees - All Markets

Payment made on day of market	\$5.00 fee
No Show	lose rental fee
Returned Check (non-sufficient funds)	\$36.00 fee
Garbage left at market	\$50.00 fee
Damage to poles	\$100.00 fee
If canopy is damaged due to vendor neglect (not rolled back during high wind or at the end of market day) vendor will be billed for full cost of repair or replacement.	

Vendor restrictions

All Markets: Bensidoun USA, Inc reserves the right to limit the number of booths rented to a vendor or to limit the participation of a vendor at any market at its sole discretion, and such decision shall not be contested by the vendor.

Explanation of Rebate Program

Full Time Vendors that miss no more than 2 dates at an individual market are eligible to receive the following rebates on the rental fee it paid for this market that was received on or before the due date.

A Market 10% rebate
B Market(s) 15% Rebate

Additional Multiple Market Rebate

Full-Time Vendors that are assigned to and participate in more than one Bensidoun USA Market 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:

Participation in	2	3 markets
Additional rebate	2%	4%

<hr/> Vendor Applicant Initials

Applicant Terms and Conditions of Participation

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

PARTICIPATION AND BOOTH ASSIGNMENT

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

GOVERNING LAW/ATTORNEY'S FEES

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

FORCE MAJEURE

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

LIMITATION OF LIABILITY

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

CERTIFICATION

Applicant certifies that all the information set forth in this Vendor Application is true and complete to the best of his 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.

Applicant Signature: _____

Date: _____

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0N375 Farwell Street, Wheaton, Illinois 60187 TEL: (630).784.0862

Vendor Applicant Initials

Rules and Regulations for Vendors at Bensidoun USA Inc. Markets – 2009 season

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 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. 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, 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.
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 \$40.00 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 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.

I have read, understand and will comply with these Rules and Regulations as well as with all policies and guidelines expressed in this application.

Vendor Signature _____ Date _____

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0N375 Farwell Street, Wheaton, Illinois 60187 TEL: (630).784.0862

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