



The public market managers and developers

Midwest French Markets

2026 Season Information

We are migrating to an entirely online application and billing process. Please carefully review this document. To expedite consideration of your application please have any applicable required documentation in hand when you start your online application.

After reviewing this document return to the BE A VENDOR PAGE AND click on the book now link This will bring you to the merchant profile page where you will create your profile and request market dates. Part of your profile will include your payment method. Once your dates are accepted you will automatically be charged for the first 4 dates at each market that you apply for. The remaining dates will be auto paid in installments through the rest of your market season. You will be able to make requests to add dates and cancel dates through this portal. There will be some circumstances that will require our assistance to modify your schedule. In the event you hit a stumbling block please email bensidounmarkets@gmail.com and we will assist you with any issues you are having.

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.

All Vendors must provide a current Illinois Business Sales Tax license number - format is xxxx-xxxx.

We do not accept EIN or Social Security Numbers

All vendors selling food products

- COI 1,000,000 GL Limit
- Certificate Holder/ADDL Insured

Bensidoun USA • 405 N Wabash #3404 • Chicago, IL 60611

Specialty food vendors (food other than produce OR drink)

- Shelf Stable prepackaged food - no food permit required
- Shelf Stable food that you sample - Illinois Sampling Permit

**Some Counties will require a Temporary food permit*

Read Vendor Manual which can be found at bensidounusa.com/be-a-vendor/. This includes important market instructions, supervisor contact info, and more.

Cottage Food Vendor

- Current Cottage Food Vendor License

Concession food vendor (food AND drink for on site consumption)

- Proof that you have applied for a temp food permit from each county or city you that are requesting space. Receipt of permit payment is sufficient

Food Truck

- Current Mobile Vending permit from each county or city that you are requesting space at.



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



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MARKET OPPORTUNITIES

WEDNESDAY MARKET

PIONEER COURT MARKET DAYS AND FALL FESTIVAL • 401 N MICHIGAN AVE CHICAGO

June 3–October 28 • 10AM-2PM • Vendors provide their own 10x10 tents • Food Trucks are welcome

We are returning to this iconic location along the riverwalk. Pioneer Court Plaza is adjacent to the Apple Store and across the street from 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 that is mounted on their vehicle – neither are allowed on the plaza if they are on board the vehicle.

WESTERN SPRINGS FRENCH MARKET • HILLGROVE AVE BETWEEN LAWN & GRAND AVE

May 6–August 26 • 4PM – 7PM • 13x6.5 tents are provided • Food Trucks are welcome

Building on the success of last year, we will once again be partnering with the Village and the Western Springs Business Association to curate a roster of weekly activities for “Wednesdays in Western Springs,” with the Market being the cornerstone. This market attracts young families and child-themed activities are extremely popular. In addition to weekly buskers there will be story time, performances by local groups, a “Jammin’ in July” concert series, and other fun co-activities in the beautiful adjacent Tower Green area at the foot of the historic water tower. We look forward to creating a vibrant family environment for the community.

THURSDAY MARKET

NEW DAY! ROSELLE FRENCH MARKET • SOUTH PROSPECT BETWEEN MAIN ST & ELM ST

May 21–September 10 • 4PM-8PM • 13x6.5 tents are provided

The Village of Roselle has just completed a transformative renovation of its downtown public spaces right off Main Street to include more greenery, seating, and pavilion stages. In addition to the new Market, downtown Roselle will host several well-known special events throughout the summer, from concerts to weekly Cruise Nights, to regularly attract visitors to explore the beautified spaces and be part of a vibrant community. The Village has already heard from several residents who are excited to gather at the Market. We look forward to partnering with them.

NEW! WEST CHICAGO MOSAIC MARKET • 100-132 MAIN STREET (BETWEEN WASHINGTON AND GALENA)

June 4 – August 20 • 4PM-7PM • Vendors provide their own 10 x 10 tents

Exciting news! We are proud to introduce the West Chicago Mosaic Market. This will be a culturally inspired market on Main Street featuring local artisans, makers, food vendors, and performers representing the many cultures that make this community unique.

The market will take place alongside live entertainment and family-friendly activities that help draw visitors and create a dynamic destination. Vendors and entertainers are invited to participate, reach new audiences, and be part of a market that celebrates creativity, culture, and community.



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FRIDAY MARKETS

WEST DUNDEE FRENCH MARKET • 98 OREGON AVE

May 29 - August 28 • 4PM-8PM • Closed 7/3 due to the Holiday

We are pleased to partner with The Village of West Dundee to present the West Dundee Pump House Market. The community has a reverence for their roots and recently disassembled and rebuilt the Pump House, originally built in 1895, as a central element of a vibrant public space along the beautiful Fox River riverwalk. The market will feature artisan goods, specialty and prepared food and drink as well as live music. The Pump House can be booked for a weekly featured food/beverage vendor. We plan to provide the 13x6.5 French Market canopies.

SATURDAY MARKETS

WHEATON FRENCH MARKET • WHEATON PAVILLION - MAIN & LIBERTY

April 11–November 28 • April 11–October 31 Hours: 8AM–2PM • November 7–28 Hours: 8AM–1PM

Market is a combination of 10x10 vendor tents and 13x6.5 market canopies. QUIET GENERATORS ARE REQUIRED FOR THIS MARKET. June 6th, 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 18–October 31 • 8AM–1PM • 13x6.5 tents are provided

This is our 23rd year in Wilmette. This market is a very strong farmers market and the community loves to support the local food and artisan system. Space will run out so please do not delay in applying.

CHICAGO NETTELHORST FRENCH MARKET • NETTELHORST SCHOOL, BROADWAY & MELROSE

April 18–October 31 • 8AM–2PM (NO MARKET ON 9/19 DUE TO LAKEVIEW EAST ART FESTIVAL)
13x6.5 tents are provided • Food trucks welcome

This market is an icon in the community. We are looking forward to our 23rd season. Last year the market completely sold out by the end of March so do not delay in applying!

NEW LOCATION! LISLE FRENCH MARKET • 1001 BURLINGTON AVE

May 2–October 24 • 8AM–1PM • 13 x 6.5 tents are provided

We did it! We are at our new home in the center of town across from Marq on Main (fully occupied luxury apartments) and we can now accommodate 40+ vendors as well as food trucks. Please join us as we build the next big Saturday market!



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SUNDAY MARKETS

GENEVA FRENCH MARKET • METRA PARKING LOT NW CORNER OF SOUTH ST & 4TH ST

April 12 - November 15th • April 12–October 25 9AM-2PM • November 1-15 9AM-1PM

CHANGES ARE HAPPENING THIS YEAR Geneva will begin building a pavillion this year and once construction begins the market will relocate directly west onto the auxillary parking lot at 530 S 4th Street. **DURING CONSTRUCTION, VENDORS WILL NEED TO PROVIDE THEIR OWN TENTS AT THIS LOCATION.** More info will be provided as it becomes available.

ELMHURST FRENCH MARKET • 103 S PROSPECT AVE

June 7-September 27 • 9AM-2PM • Vendors provide their own 10x10 tents

Welcome to year 3 of this special market. We can accomodate a mix of vendor tents and food trucks here. Proximity to Elmhurst University is a big plus and also proximity to both the downtown and residential areas keeps the people flowing.

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 one year subscription runs from May the current year through April of the following year.



**CHECK OUT THE
VIRTUAL MARKET**



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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. (avoid the fee and book and pay for your space through the vendor portal prior to the event)**

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 the canopy upon arrival or untie/roll back the canopy at the end of the event **\$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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MARKET RATES

	FARMER	PRODUCE PLANTS/ FLOWERS	SPECIALTY FOOD	CONCESSION*	RETAIL	SERVICE**	PARKING
PART TIME RATES PER DAY							
WHEATON	\$90.00	\$105.00	\$95.00	\$115.00	\$120.00	\$130.00	\$35.00
WILMETTE/GENEVA/NETTELHORST/ *PIONEER COURT	\$69.00	\$76.00	\$74.00	\$82.00	\$87.00	\$115.00	NA
* LISLE/ELMHURST/ROSELLE/W DUNDEE	\$45.00	\$45.00	\$45.00	\$48.00	\$50.00	\$75.00	NA
WESTERN SPRINGS/WEST CHICAGO	\$36.00	\$36.00	\$36.00	\$42.00	\$47.00	\$68.00	NA
VIRTUAL MARKET 1 YEAR SUBSCRIPTION	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	

FULL TIME RATE PER DAY (PAY FOR ALL DATES IN THE SEASON)

* FULL TIME VENDORS THAT PAY THEIR ACCOUNT IN FULL BY MAY 31ST RECEIVE A 5% DISCOUNT

WHEATON	\$90.00	\$105.00	\$95.00	\$115.00	\$120.00	NA	\$35.00
WHEATON 15% DISCOUNT IF ALSO FT AT ADDL MARKET (EXCLUDING GENEVA/WILMETTE/ NETTELHORST)	\$76.50	\$89.25	\$80.75	\$97.75	\$102.00	NA	\$29.75
WILMETTE/GENEVA/NETTELHORST/*PIONEER COURT	\$64.00	\$71.00	\$67.00	\$79.00	\$84.00	NA	NA
LISLE/ELMHURST/ROSELLE/W DUNDEE	\$41.00	\$41.00	\$41.00	\$44.00	\$46.00	NA	NA
WESTERN SPRINGS/WEST CHICAGO	\$31.00	\$31.00	\$31.00	\$37.00	\$42.00	NA	NA

ONLINE OPPORTUNITY

VIRTUAL MARKET 1 YEAR SUBSCRIPTION	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	
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We can accommodate a limited number of Food Trucks at all markets except Nettelhorst. 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.

**** SERVICE BUSINESSES ARE NOT ELIGIBLE FOR FULL TIME STATUS. THEY MAY APPLY FOR 1 DATE PER MONTH PER MARKET. ADDITIONAL DATES MAY BE CONSIDERED BASED ON SPACE AVAILABILITY.**

MUSICIANS/BUSKERS - THERE IS NO FEE TO JOIN OUR MARKETS AND NO INSURANCE REQUIREMENT. PLEASE APPLY ONLINE AND INDICATE THE LOCATIONS YOU ARE INTERESTED IN AND THE DATES THAT YOU ARE AVAILABLE. WE WILL CREATE A SCHEDULE BASED ON LOCATION AVAILABILITY AND WILL EMAIL YOU FOR YOUR APPROVAL.



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ADDITIONAL RESTRICTIONS, CONDITIONS OR RATE CONSIDERATIONS

WHEATON FRENCH MARKET: Vendors at the Wheaton French Market are limited to booking no more than 3 booths. Vendors that are also participating Full Time in one of our developing markets (excluding Wheaton/Geneva/Wilmette/Nettelhorst) may apply for up to 5 booths at the Wheaton French Market. Third, fourth and fifth booths cost an addl \$10 per day. Full and Part time rates for this market will be the same in the 2026 season. Full Time Vendors at any of our emerging markets (excluding Wheaton/Geneva/Wilmette/Nettelhorst) will receive a 15% discount on the Wheaton French Market if they apply and are approved full time.

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.

PIONEER COURT / ROSELLE / WEST DUNDEE / LISLE / WESTERN SPRINGS: Farmers/Produce/Flowers/Plants/Specialty food receive a 50% discount on 2nd and 3rd booths purchased

ELMHURST/WEST CHICAGO: Local merchants receive a 25% discount on all rates and also receive priority booking March 1 - March 31

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 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:

Log on to your online vendor portal and request additional dates.

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 may cancel dates with more than 7 days notice via the vendor portal. 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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BENSIDOUN USA, INC. MIDWEST MARKETS - 2026 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 certificate holder and additionally insured as certificate holder and additionally insured prior to participation in the market. Minimum coverage per event \$1,000,000
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 all tie points 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. Minimum of 20 lbs per leg
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 cancellation notification prior to the open of the event.
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.



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20. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns.
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 notify all Vendors whose reservations have been affected by such change, and 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.