



Don't miss this one of a kind retail residency program *Centennial Park Tree Lighting through Christmas Eve

This Holiday pop up event will be on the 7th floor of Macy's State Street adjacent to the Walnut Room. The Walnut Room at Macy's on State Street in Chicago is a cherished holiday tradition with a history that dates back to its days as Marshall Field's. Each year, generations of families make a pilgrimage to the historic dining room to experience a festive meal under the magnificent Great Tree. For many Chicagoans and visitors, a trip to the Walnut Room is a multi-generational ritual. It's a place where families can create lasting memories, from viewing the famous holiday windows on State Street to having a special meal under the twinkling lights of the Great Tree. Due to its immense popularity, getting a table in the Walnut Room during the holiday season requires planning. Reservations are highly sought after and often fill-up quickly, a testament to the enduring appeal of this festive tradition. We are extremely pleased to be partnering with Macy's to present Holiday Square Market. Now in our second year, this market provides an artisan shopping experience for loyal Macy's customers and a perfect starting or ending point for the thousands of people that will dine in the Walnut room.

Vendor/Applicant Requirements, restrictions, and considerations:

We are considering applications from vendors that craft or source high-quality retail goods and shelf stable specialty foods to be sold directly at the market. Seasonal goods will be prioritized. Food cannot be prepared on site, and we will not be accepting service businesses. This is a juried event, and vendors must upload high-quality photographs to their merchant portal for consideration.

Vendors will be provided with (2) 2x4 tables with tablecloths, one etagere shelving unit, and 3-4 wooden baskets for display. Tables must be draped to the floor, and all excess inventory/bins must be stored out of sight. The room is secure and vendors will be able to leave their inventory on site. All decisions regarding the eligibility of a vendor for participation on a particular market day will be made solely at the discretion of Bensidoun USA, Inc. in partnership with Macy's and are not contestable by the vendor.

This is a residency program, and the minimum residency is one time block as defined below. Priority will be given to vendors booking full time. Shorter blocks will be considered on a case-by-case basis.

Booking Blocks and fees

Block 1	November 20-22	\$600.00
Block 2	November 27-29	\$600.00
Block 3	December 3-6	\$800.00
Block 4	December 10-13	\$800.00
Block 5	December 14-20	\$1400.00
Block 6	December 21-*24	\$800.00

Priority will be given to vendors booking multiple time blocks

Full-time vendors who request all 6 blocks will receive a 15% discount

Additional Charges/ Fees

BACP POP UP LICENSE	\$50.00
Cancellation with 14 or more days' notice	\$100.00 per day cancelled
Cancellation with 13 or less days' notice	\$200.00 per day cancelled
Returned Check (non-sufficient funds)	\$36.00
No show /no call	\$50.00 plus loss of booth fee
Open Late/Close early	\$50.00 first 2 events, \$100 each addl.

Cancellation/ No Show Policy

Cancellations made before November 1 will receive a non-refundable credit of the amount prepaid that may be used for future bookings through December 2027

There are no refunds for missed dates. Vendors that are unable to open on any market day must notify the General Manager at least 24 hours prior to event open to avoid the additional \$50.00 no show fee (see additional charges/fees) in addition to losing their booth fee. Exceptions may be made in the event of documented emergencies.

Booth Size

Fully decorated pergolas are provided – they measure 11 feet wide by 6 feet deep
Vendors can book multiple booths.

Daily Hours of Operation 10:00 AM – 6:30 PM

*Christmas Eve the store closes at 2PM and vendors must vacate by 5PM

Parking/Loading unloading

Vendors will receive detailed load in/out instructions after approval

Vendors at the end of their tenancy must completely remove their display by 9PM of their last day of tenancy except for December 24th. Macy's closes at 2PM and vendors must vacate by 5PM

Vendors will have access to Macy's cargo elevators as well as flash zone or loading dock during load in/load out. Please bring your own dollies. Vendors will unload into the dock, park off site and then move up to the event space. They will receive discounted parking (\$13.00 a day). We will work with vendors to accommodate requests outside of these parameters.

Application instructions:

This event is live on your merchant portal. If you are not currently registered, please go to this link and create your account <https://merchant.bensidounusa.com/>

Navigate to Markets, Macy's Holiday Square and select your dates. You must select all available dates in a Monday-Sunday week for consideration

You must also navigate to BACP and select the available date so that we can bill you for the required BACP permit. We will add this selection to vendors that have not selected it.

All vendors are required to upload (2) certificate of insurance to their portal. Requirements are below

Vendors Insurance requirements

Commercial general liability insurance, which should include contractual liability endorsements.

Bodily Injury Property Damage (BIPD)	\$1,000,000.00	Each occurrence
Employee Liability insurance	\$500,000.00	each incident/each employee

All such insurance policies shall contain a provision that certificate holders shall be given a minimum of 30 days' written notice by the insurance company prior to cancellation, termination or material change in such insurance. All such insurance carriers shall be rated A-VII or better by Best's and shall be authorized to do business in Illinois.

Vendors policy shall name Bensidoun USA, Inc, Macy's Retail Holdings, LLC and their parents, subsidiaries and affiliates as additionally insured on a primary and non-contributory basis.

Certificate holder shall be listed as:

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

Macy's Retail Holdings LLC
151 West 34th Street
New York, NY, 10001

- Applications will be reviewed and applicants will be acknowledged within 72 hours of applying. Approval/Rejection/Waitlist notice may take up to 2 weeks.
- Vendors must have a valid credit card method on their portal. If you wish to avoid processing fees you may make payment by ZELLE to wplainsmarket@yahoo.com. Payment must be made at least 3 days prior to your booking request to be seen in our system. Payment is taken at the time of approval. Our booking portal will create installment payments for vendors booking 8 or more dates.

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 Macy's Retail Holdings, LLC and their respective 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 a Vendor does not guarantee participation for a particular date or a particular vendor space in the market. Bensidoun USA, Inc, in its sole discretion, has the right to accept or reject a vendor for any date and for any reason, and to refund payment to vendor if payment has been made as vendor's sole remedy. This applicant acknowledges and agrees that the assignment of booth location on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment of a booth location 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. The applicant further acknowledges and agrees that no commitment regarding booth location has been made to the 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 authority 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, 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

The applicant certifies that all the information set forth in this Vendor Application is true and complete to the best of his/her belief. Applicant further agrees to perform all the obligations, which may be required under applicable laws, ordinances, rules, and regulations and under all agreements, which may be annexed hereto. Applicant certifies that applicant has read the rules and Regulations for Vendors at Bensidoun USA, Inc governing the activities of the vendor at the Market and agrees to abide by them.

Vendor Rules and Regulations

For the purpose of these rules and regulations, "Market Hours" means the agreed upon hours of operation for the vendor. "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. Macy's means the provider of the Space to Promoter. The Promoter and Macy's 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.

- Vendors must comply with all applicable Federal, State, and local laws, rules, and regulations.
- Vendors are responsible for collecting and reporting all applicable Federal, state, and local taxes and will provide their tax identification number upon request.
- The Promoter and Macy's have the right to restrict products sold or displayed by Vendor and services provided, if any, to those that Promoter and Macy's deem appropriate for a family audience. In addition, Vendors only sell products that are of good quality, which they have lawfully obtained, manufactured or grown to which Vendor has good and merchantable title, free and clear of all liens.
- Vendors must be prepared to sell at the start of agreed upon market hours and must continue to sell until the agreed upon close of market hours and will be banned from market participation after the third violation of arriving late or leaving early.
- Vendors must haul out any garbage generated during business and must leave their booth's space swept clean of any refuse.
- Vendors will abide by the parking/loading and unloading rules and regulations of Bensidoun USA, Inc and Macy's.
- Parking is not provided by the Promoter or Macy's, and Vendors must abide by all local parking ordinances. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle

to the loading area of the market.

- 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.

- If Promoter or Macy's 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.

- Macy's may request that Vendor remove from, or cease to utilize, in the space any Vendor employee who in Macy's sole reasonable discretion, is ineffective, undesirable or dishonest, and Vendor shall comply with such request as soon as reasonably possible and in no more than five (5) days after such request is made, provided, further, that if any employee of Vendor engages in any conduct which could result in immediate termination under Macy's policies and procedures, Macy's may immediately remove the employee from the Store.

- Vendor acknowledges and agrees that assignment of booth location on each date is in the sole and absolute discretion of Bensidoun USA, Inc. Assignment to Vendor of a booth location on a specific date does not guarantee or constitute an agreement by Bensidoun USA Inc. to provide that same location to the Vendor on future dates.

- 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.

- 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, Inc. 3) the designation of eligibility status of a Vendor to participate at the Bensidoun USA, Inc. market on either a per day, week or month basis, 4) payment by vendor or 5) prior participation by a Vendor in any market. Bensidoun USA Inc. retains the right at any time, including during the operation of the 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, Inc. any payment received for a particular market may be reallocated by Bensidoun USA, Inc. to 1) a different date 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 on specific Bensidoun USA, Inc. dates.

- I agree to abide by the ADVERTISING POLICY

Distribution of any form of advertising or business promotion at the Holiday Square Market is prohibited with the following exceptions.

A.) Advertising or Business Promotion is for a Bensidoun USA 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 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 at a Bensidoun USA event.

- By completing this application, the vendor understands and agrees that this information may be released

to other agencies and used in marketing/advertising campaigns.

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