

2024 Information and Application for Vendors

We are looking forward to the 6th season of Ravinia Food Truck Thursdays. We are accepting applications from concession vendors in Food Trucks, trailers and 10x10 tents on Dean Avenue, as well as local non-profit and service vendors supplying their own 10x10 tents in Jens Jensen park. To enhance the experience, Ravinia District businesses with liquor licenses may apply and sell alcoholic beverages in the park. Life Rhythms is once again managing the robust live music program in Jens Jensen Park and Ripple Public Relations will be supporting the event with marketing and public Relations. Attendees will be encouraged to take the Metra, walk or ride their bikes along the Green Bay Trail that leads into the District's diverse business district. Free parking is available in public parking lots and in the Ravinia School lot (during summer break). This is a great collaboration that would not be possible without the support of the City of Highland Park, Ravinia SSA 17 and the Highland Park Park District.

#### **LOCATION: HIGHLAND PARK - RAVINIA DISTRICT**

Dean Avenue between Roger Williams and St Johns - Jens Jensen Park

Thursdays 4:30PM until dusk | June 6 - September 26 (closed July 4)

#### **NEW OPPORTUNITY: BITTER JESTER MUSIC FESTIVAL FINALE**

Saturday June 29th

)					
FULL-TIME PRICE 16 DATES (20% DISCOUNT)*					
0					

<sup>\*</sup> Ravinia district business receive and addition 5% discount on all rates

Vendors may operate out of food trucks, trailers or their own 10x10 white tent. If tents are used they must be properly weighted (minimum of 30LB per leg). Half spaces will not be sold and vendor must fit entirely within the footprint booked.

#### **ADDITIONAL CHARGES/FEES**

\$60 Itinerant merchant application fee

(Ravinia District Businesses exempt)

Arriving after open/leaving before close of market \$50.00 fine per event & potential loss of future dates

Payment received after due date \$20.00 fine per event per week past due

No Show/no cancellation prior to open \$20.00 fine per event & loss of booth fee

Returned Check (insufficient funds) **\$36.00 fine per event** 

Garbage left at market \$100.00 fine per event

Change or cancel booking first 2 free, \$15 per event thereafter



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Space is limited and acceptance at market is at the sole discretion of the promotor. Bensidoun USA, Inc has a 7-day cancellation policy for all markets. Fees paid for cancellations made with 7 or more days by vendor will be refunded to vendor. There are no refunds for events cancelled by vendor with less than 7 days' notice. In the event of inclement weather Bensidoun USA, Inc at its sole discretion may allow credit towards another date at the Food Truck Market or other

Bensidoun USA event but w	rill not issue refunds.		
PLEASE REMIT THE	FOLLOWING ITEMS ALON	NG WITH PAYMENT WITH	YOUR APPLICATION
	ALL VE	NDORS	
☐ Certificate of insurance 1,	,000,000 GL limit		
• CERTIFICATE HOLDER /ADDITIONAL INSURED Bensidoun USA, Inc 405 N Wabash #3404 • Chicago, IL 60611		• VENDORS SETTING UP TENTS IN THE PARK ADD Park District of Highland Park 636 Ridge Rd • Highland Park, IL 60035	
• ADDITIONAL INSURED City of Highland Park 1707 St. Johns Ave • Highland Park, IL 60035		$\square$ Pages 3-7 completed, dated and signed	
		$\square$ \$60 application fee (Ravinia District businesses exemp	
ALCOHOL VENDORS	FOOD VENDORS	FOOD TRUCK VENDOR	
□ DRAM shop insurance	☐ Lake County Temporary food permit or Illinois	☐ Lake County Mobile vending permit	☐ Email digital copy of menu
□ State of Illinois Special Use Liquor Permit	· · · · · · · · · · · · · · · · · · ·	□ Copy of Drivers License	□ Location of last 2 events
FULL TIME VENDOR REMIT		PART TIME VENDOR	REMIT
□ 10x10 space \$250.00		□ Remit payment for first 3 dates	
□ 10x20 space \$400.00			
□ 10x30 space \$500.00			
	ne <b>green footer</b> , payment and cei 1375 Farwell Street • Wheaton, II		
	the application as long as it is se lication). Email to bensidounmark		accept pictures or scans of
	ION (PAGES 7) AND OTHER REG MAIL.COM OR VIA REGULAR POS		L TO
PAY VIA ZELLE TO WPLAI	NSMARKET@YAHOO.COM. f the	name associated with your ZEI	LLE 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.



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#### **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 and the collection and reporting of sales tax. 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. 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 and that have been approved by the promotor.
- 3. 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.
- 4. Vendors must haul out any garbage generated during business and must leave their assigned space swept clean of any refuse.
- 5. Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in.
- 6. 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.
- 7. 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.
- 8. If Promoter determines 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 future participation.
- 9. Vendor acknowledges and agrees that assignment of booth location at 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 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.



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- 10. 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 notice.
- 11. 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.
- 12. None of the following conditions guarantees participation by such vendor in a particular market and/or for a particular date or a particular location 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 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. 21. 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.
- 22. All Vendor tents must be secured, as required per the City of Highland Park
- 23. All electric cords must be rated for outdoor use and grounded
- 24. All Generators must be grounded, and exhaust fumes kept away from tents and customer service areas.
- 25. Vendors must prevent vehicles from leaking oil or other fluids on the market site and are responsible for any cost associated with removing fluids that leak on the market site.
- 26. Vendors may not sell alcoholic beverages other than what is provided for in this application.

I have read pages 1-5 of the Bensidoun USA, Inc Ravinia District Food Truck Thursdays 2024 Information and Application for Vendors, understand and agree to abide by all the terms, policies and rules and regulations expressed in this application.



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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 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.



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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/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. French Markets governing the Farmers Market and agrees to abide by them.



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<b>VENDOR APPLICATIO</b>	NS		
Contact Name(s):			
Business Name:			
Address:	City:	State:Zip:	
Home Phone:	Work Phone:	Cell Phone:	
Email:	f communication is Email		
Illinois Business License I	Number (we can not accept FEIN):		
I am requesting space fo  ☐ Non-Profit ☐ Service	r: □ Food Truck □ Food Trailer □ 1 e □ Alcohol	0x10 Food Tent Space	
Size: □ 10x10 □ 10x20	□ 10x30		
REQUEST FOR DATES:			
□ Full time (please sign r	me up for all dates)		
☐ Part time (please list d	ates):		
FOOD VENDORS REFER	RENCE LAST TWO EVENTS ATTENDED	D:	
Town/Event/Date:			
Town/Event/Date:			
Peddler of the Highland I herein is correct and true the terms of the 2024 Ra	Park Code of 1968 of the City of Highla e to the best of my knowledge and abi	126 titled Vendors, Itinerant Merchants and Park and that the information conta lity. Furthernore I have read and accept formation and application, the APPLICA son Vendor Rules and Regulations	ined
Dated this	day of	,2024	
Signature			