



# Marche de Noel Pop up Vendor Application 2024

We are excited to partner with Zeller Realty and the Magnificent Mile Association to present

**Marche De Noel – a European style pop up Holiday Market.**  
**Tuesdays thru Saturdays**  
**December 3 thru December 21**  
**11AM-5PM**  
**401 N Michigan Ave – the Equitable Building**

The pop up will be on the ground floor – north side of the building in a glass walled vacant space. This space is highly visible to Pioneer Court and the pedway on the north side of the building. Pioneer Court has over 20,000 pedestrians traversing the plaza on weekdays and many more on the weekends. In addition to the pedestrian traffic, this location is adjacent to the Chicago River, the Apple Store and across from the iconic Tribune building. The building itself hosts 60 companies and 2,000 employees.



We will be installing 13 of our French market canopies -these spaces are 13 feet wide and 6.5 feet deep. We will have room for an additional 5 open air spaces that will measure 10 feet wide by 8 feet deep. Space is very limited.

**Vendor/Applicant Requirements, restrictions, and considerations:** We are considering applications from vendors that craft or source high quality specialty foods and goods to be sold directly at 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 not currently registered with Bensidoun USA must submit high quality photographs with your application or email them directly to [lcahill90@gmail.com](mailto:lcahill90@gmail.com). Vendors must supply their own tables, chairs, and display. The room is secure and vendors booking multiple consecutive days 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. and are not contestable by the vendor.

**Application instructions:**

- Read the entire application.
- Obtain an ACORD certificate of insurance per the guidelines on page 3.
- Complete and remit page 7 and payment along with certificate of insurance to:
- Via email – bensidounmarkets@gmail.com
- Regular post: Bensidoun USA  
0N375 Farwell ST  
Wheaton, Il. 60187

**Hours of Operation:**

Vendors are required to sell continuously during the hours of operation.

Tuesday Thru Saturday 11:00 AM – 5:00PM

**\$81.00 per day**  
**\$375.00 per week (Tuesday thru Sat)**  
**\$1,050.00 for all 15 days**

**Additional Charges/ Fees**

No Show/no cancellation prior to open lose rental fee, plus	\$20.00 fine per event.
Returned Check (non-sufficient funds)	\$36.00 fine per event.
Garbage left behind	\$20.00 fine per event.

**Payment instructions**

**Vendors booking 1-5 dates – remit payment for all dates.**

**Vendors booking 5-15 dates – remit payment for the first 5 dates. You will receive a payment schedule for the balance remaining.**

Payment can be made via ZELLE to [wplainsmarket@yahoo.com](mailto:wplainsmarket@yahoo.com) or by check/money order mailed to:

**Bensidoun USA**  
**0N375 Farwell St**  
**Wheaton, Il**  
**60187**

Vendors will be notified within 2 weeks of receipt of application of the status of their application and those accepted will receive payment instructions. Contact the office should you not receive notice in this period.

**Parking/Loading unloading**

Vendors will be able to load in/out from the curb lane on City Plaza drive on the north side of the building. Vendors are responsible for their own parking fees. The building has offered a daily rate of \$18 a day for vendors, full time vendors can get a pass for \$250.00. You can also look at spot hero daily and monthly options if you choose not to use the buildings parking.

**Cancellation/ No Show Policy**

**There are no refunds for cancelled or missed dates.** Vendors unable to attend a reserved market must notify the General Manager prior to the opening of the event or they will be fined as a “no

show” (see additional charges/fees above) in addition to losing their booth fee. Exceptions may be made in the event of documented emergencies. 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.

### **Pop up Vendors Insurance requirements**

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

Bodily Injury Property Damage (BIPD)      \$1,000,000.00    Each occurrence

All such insurance policies shall contain a provision that Bendsidoun USA 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 Bendsidoun USA, Inc, Zeller Property Management and their parents, subsidiaries and affiliates as additionally insured on a primary and non-contributory basis.

### **Certificate holder shall be listed as:**

Bendsidoun USA, Inc  
405 N Wabash #3404  
Chicago, Il, 60611

### **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 Bendsidoun 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 a Vendor does not guarantee participation for a particular date or a particular vendor space in the market. Bendsidoun 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 Bendsidoun USA, Inc. and its agents. Assignment of a booth location on a specific date does not guarantee or constitute an agreement by Bendsidoun 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, Bendsidoun USA, Inc shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in connection with those proceedings.

#### FORCE MAJEURE

Bendsidoun 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 Bentsidoun 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. Bentsidoun USA, Inc. shall not be liable for any act by a city, village or other municipality which may result in Bentsidoun 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

Bentsidoun 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 Bentsidoun 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 Bentsidoun 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 Bentsidoun 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.

- 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 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.
- 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. Loading and unloading will
- 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 Bentsidoun USA, Inc.
- Parking is not provided by the Promoter, 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 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.

- 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 French Market of Chicago LLC. to provide that same location to the Vendor on future dates.
- Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate on a Bensidoun USA, Inc. date that such vendor has been confirmed and not cancelled with 7 day notice; and b) Vendor shall be assessed a \$20.00 cancellation penalty if such vendor fails to provide 24 hour cancellation notice.
- 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 Chicago French Market is prohibited with the following exceptions.  
A.) Advertising or Business Promotion is for a Chicago French Market or 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.
- The markets are not to be used as a business expo, downline recruiting event or home party lead generator.
- Vendors are solely responsible for all payments for confirmed dates.
- A Vendor may not share or sublet its booth(s).

## Pop up Vendor Applicant Information

By completing this application, the 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 14 days of submitting your application. Additional 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 Marche De Noel Pop Up document. I understand and agree to abide by all the terms policies and rules and regulations expressed in this document, including but not limited to APPLICANT TERMS AND CONDITIONS OF PARTICIPATION AND 2024 Season Vendor Rule and Regulations**

### Vendor/Applicant Signature

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Vendor/Applicant Name(s) \_\_\_\_\_ Business Name: \_\_\_\_\_

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Street Number	Unit	City	State	ZIP
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Cell phone	Email (this will be primary form of contact)
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EMAIL (This will be primary form of contact)	Website
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\_\_\_ Email is a good way/not a good way to communicate with me (circle applicable response)

Illinois Business Tax ID \_\_\_\_\_ **(EIN is not accepted)**

**Product Description (attach photos):** \*attach addl. page if more room is needed for description  
Vendor may only sell products disclosed with this application and approved by Bensidoun USA

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### Request for dates:

- Full time (all dates)
- Week 1 (12/3-12/7)  Week 2 (12/10-12/14)  Week 3 (12/17-12/21)

### Request for Individual dates:

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