



*The public market managers and developers*

# WHITE PLAINS FARMERS MARKET

## 2024 Information and Application for Vendors

### APPLICATION CHECKLIST

- Read application in its entirety.
- Fill in page 5 completely (Applicant Information).
- Sign and date page 6 and 8 (Terms of Participation and The Rules and Regulations).**
- All vendors must submit proof of liability insurance (\$1,000,000 per occurrence min.)** listing Bensidoun USA, Inc. (certificate holder Bensidoun USA Inc • 405 N Wabash #3404 • Chicago, IL 60611) **as additional Insured.** List the location/description on the certificate as White Plains Market - Court Street
- Food Vendors must have an appropriate license to sell the product by the City/Village/County or Federal Govt or State as required by the governmental body and have proof of same with them as the Market at all times.
- Part-Time Vendors** submit payment for first 3 dates applied for
- Full-Time Vendors** remit \$312.00 per booth applied for. If you are requesting parking, remit an additional \$40.00 per on-site parking space applied for (FREE parking can be reserved in the Galleria garage)
- After completing the application - make a copy for your records.
- Applications that are received without all required documents/payments will not be processed
- Vendors handling/preparing food at market must supply Westchester Department of Public Health Permit number or facility code on page 5

Competition is encouraged and controlled at the discretion of Bensidoun USA, Inc. Please contact: (630) 638-5872 if you have any questions or concerns. If you do not receive a prompt reply on your application please send an e-mail [bensidounmarkets@gmail.com](mailto:bensidounmarkets@gmail.com) or [bensidoun@yahoo.com](mailto:bensidoun@yahoo.com)



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### WHITE PLAINS FARMERS MARKET INFORMATION

**COURT STREET BETWEEN MAIN STREET & MARTINE AVENUE, WHITE PLAINS, NY  
WEDNESDAYS FROM APRIL 24 TO NOVEMBER 27 | 8:30AM-2:45PM**

#### WHITE PLAINS FARMERS MARKET BOOTH INFORMATION AND VENDOR ELIGIBILITY

Standard booth size is 10x10. Vendors are required to bring, erect, secure and weight their own tents. Vendors are solely responsible for any damage or injury that should occur due to negligence in securing and weighting their tent(s). 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.

**Vendors must sell primarily (95%) fresh produce, vegetables or other fresh edible products that are of good quality and consistent with a fresh food Farmers Market theme. Applicants selling artisan locally made handcrafted products will also be considered. Vendors not meeting this requirement will be evaluated 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

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. Location specific information for the markets, directions, parking information, any site-specific restrictions/rules will be provided prior to your first day at market. 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. Vendors that are accepted to market will receive a payment schedule and further instruction on any additional information needed.

#### METHODS OF PAYMENT:

Fees may be paid by check, money order or via Zelle Payment to [wplainsmarket@yahoo.com](mailto:wplainsmarket@yahoo.com). WE NO LONGER ACCEPT CASH PAYMENTS AT MARKET. Mail payments to: Bensidoun USA, 0N375 Farwell Street, Wheaton, Illinois, 60187



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### TO RESERVE ADDITIONAL DATES AFTER THE APPLICATION HAS BEEN APPROVED:

1. Eligible vendors email lcahill90@gmail.com to request additional dates
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.
3. Part time vendors must pay in advance for any additional dates booked

### CANCELLATION POLICY

There are no refunds for canceled or missed dates. Vendors unable to attend a reserved market must notify the 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 date based on availability. 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 pre-pay for their market days and will not be permitted to set up prior to payment. Market Manager can not accept cash at market. Payment can be made by check or through ZELLE to wplainsmarket@yahoo.com. Part time vendors paying the morning of the event must pay prior to setting up at market and will be assessed an additional \$5.00 pay at market fee.

**Full -Time Vendor:** A vendor that commits to attending the entire season of any given market. Full-Time vendors receive priority location. 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 must abide by the payment schedule or may, at the sole discretion of Bensidoun USA, Inc., lose such vendor space at the market where payment is late.

### MARKET FEE INFORMATION

**Fee per Market Day/Per Booth (Full-Time Vendor) - \$72**

**Fee per Market Day/Per Booth (Part-Time Vendor) - \$78**

**Parking:** There are a limited number of parking spaces available on site. Vendor requests for parking will be approved on a case by case basis. Fee for parking is \$10.00 per day. Vendors may not sell product from parking spaces. Free parking permits for the Galleria parking garage will be available for full time vendors as well as part time vendors that have booked at least (2) weeks in advance of their scheduled dates. Free parking is not available for vendors booking with less than 2 weeks notice.



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### ADDITIONAL CHARGES/ FEES - ALL MARKETS

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No show/no cancellation prior to open **\$20.00 fine per event and loss of booth fee**

Vendors arriving after open/leaving before close of market **\$10.00 fine per event**

Part Time vendor -payment made on day of market **\$5.00 additional charge**

Full time or Part time installments received after due date **\$20.00 fine per week payment is past due**

Returned Check (non-sufficient funds) **\$36.00 fine per event**

Garbage left at market **\$50.00 fine per event**

Change or cancel booking **first 4 free, \$15 each thereafter**

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**

### 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. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaign.



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## 2024 Information and Application for Vendors

Owner's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email\*: \_\_\_\_\_

\*Email is the primary way we communicate. Email lcahill90@gmail.com if you require a different method of contact

F.E.I.N: \_\_\_\_\_ State Tax ID number (Attach a copy of your Sales Tax Certificate): \_\_\_\_\_

Vendors handling/preparing food at market provide Westchester Dept of Public health permit number \_\_\_\_\_ or facility code \_\_\_\_\_.

If your product is exempt from sales tax please attach letter from State of NY, NJ or CT confirming this business is exempt from sales tax

### DESCRIPTION OF OPERATIONS (CHECK ALL THAT APPLY)

#### PRODUCER (GROW, HARVEST OR MAKE MY PRODUCT)

- I am a home food processor (include copy of Home Food Processor license with application)
- Product is sold prepackaged
- Product is shelf Stable
- Product is from New York State

#### RESELLER (PURCHASE AND RESELL A PORTION OF PRODUCT)

- I operate out of a commercial kitchen
- We make prepared food for consumption
- Our food requires temperature control
- Product is not from New York State

### PRODUCTS TO BE SOLD (CHECK ALL THAT APPLY)

- Fruits  Vegetables  Herbs  Plants  Flowering Plants  Cut Flowers  Beef  Pork  Poultry  Game
- Mushrooms  Maple Syrup  Wine  Beer  Alcoholic Cider  Spirits  Eggs  Dairy  Fish  Shellfish  Donuts
- Bread  Cookies  Cakes  Scones  Croissants  Scones  bagels

Full Description of product/business/service: \_\_\_\_\_

APPLYING FOR:  Full Time (4/24-11/27)  Part Time Dates: \_\_\_\_\_

Number of Booths \_\_\_\_\_  FREE parking  On Site Parking (\$10 per day) Number of Parking Spaces \_\_\_\_\_

I require electricity. Amps required \_\_\_\_\_ for the following equipment \_\_\_\_\_

If electricity is available to you, you must provide outdoor extension cords

**REMIT ALL FORMS AND PAYMENTS IN ACCORDANCE WITH APPLICATION INSTRUCTIONS ON PAGE 1 TO:  
BENSIDOUN USA, Inc. • ON375 FARWELL STREET • WHEATON, IL 60187**

**PLEASE INCLUDE THIS PAGE WHEN MAILING APPLICATION**

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## 2024 Information and Application for Vendors

## APPLICANT TERMS & CONDITIONS OF PARTICIPATION 2024 SEASON

### 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 or no 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, 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, pandemic, 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 agrees to maintain facilities to monitor weather alerts at all times and is not relying up Bensidoun USA, Inc. for that purpose. In the event a Vendor is not allowed by Bensidoun USA Inc. to participate in the Market, neither the Vendor or its representatives may enter the Market if advised not to enter and such entry would be a criminal trespassing.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_



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# WHITE PLAINS FARMERS MARKET

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### WHITE PLAINS FARMERS MARKET RULES AND REGULATIONS - 2024 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. “Licensor” means the City of White Plains. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate. All Vendors will be 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, health and licensing.
2. VENDORS are responsible for paying all applicable Federal, state and local taxes.
3. Products must be deemed appropriate for a family audience by LICENSOR. No drug paraphernalia or sexually explicit material will be tolerated. In addition, VENDORS shall only sell fresh produce, fresh vegetables or other fresh edible products that are at least of good quality, all of which shall be consistent with a fresh food farmers market theme; provided, however, that each such VENDOR may offer for sale products that do not meet such requirements that do not exceed five (5) percent of the selling area of such VENDOR; provided, further, that LICENSOR may waive the restrictions contained in this sentence by providing prior written consent to the sale of specific products by specific vendors that do not comply with such restrictions, which consent may be granted or denied in LICENSOR’S sole discretion. Should LICENSOR determine that the VENDOR is offering products for sale in violation of this paragraph 3, LICENSOR may demand that the VENDOR vacate his/her/its space(s) immediately. Furthermore, LICENSOR may prohibit the VENDOR from licensing future space.
4. VENDORS must be prepared to sell at the start of MARKET HOURS and must continue to sell until the close of MARKET HOURS, unless weather conditions on a MARKET DAY render the operation of the MARKET impractical. Loading and unloading will occur only before and after MARKET HOURS.
5. VENDORS will at all times be polite with customers and will use their best efforts to enthusiastically sell their products.
6. VENDORS must continually keep their spaces as clean as practically possible. VENDORS must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s).
7. VENDORS who bring their products in wooden crates or boxes must take those crates or boxes back with them at the close of MARKET HOURS.
8. VENDORS may only park and load their vehicles in areas designated by LICENSOR on the Licensed Property. Anyone violating the parking regulations will be fined/towed away at their own expense.
9. VENDORS will cooperate with, and participate in, promotions organized by Promoter (for example, contributing a reasonable amount of the VENDOR’S product to MARKET customer give-aways) and may be asked to provide information for publicity.
10. All sales by VENDORS to MARKET customers are final unless VENDORS, in their own discretion, determine otherwise. Signs stating all sales are final must be posted.
11. VENDORS must provide a ACORD Certificate of Liability Insurance listing Bensidoun USA, Inc. as an additional insured prior to participation in the market.
12. VENDORS must haul out any garbage generated during the course of business and must leave their booth’s space swept clean of any refuse.

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13. If LICENSOR OR PROMOTER determines, in THEIR sole discretion, that VENDOR is not selling appropriate products, or that VENDOR or its employee's conduct is inappropriate at any time, the LICENSOR OR PROMOTER may request the VENDOR vacate its space immediately. The VENDOR agrees to comply with any such request. The LICENSOR OR PROMOTER will have the right to prohibit any such VENDOR from leasing future space.
14. VENDOR acknowledges and agrees that assignment of booth location at each 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 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 \$40.00 cancellation penalty if such vendor fails to provide 24 hour cancellation notice.
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, Inc. 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, Inc. 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, Inc. any payment received for a particular market may be reallocated by Bensidoun USA, Inc. to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to 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, Inc. Markets.
18. 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.
19. Bensidoun USA, Inc. does not guarantee a specific booth location at any market.
20. Vendors are required to bring, erect ,secure and weight their own tents. Vendors are solely responsible for any damage or injury that should Occur due to negligence in erecting, securing and weighting all tent(s) that they use at the market. I have read, understand and will comply with the 2024 Application Terms and Conditions and Rules and Regulations as well as with all policies and guidelines expressed in this application.

**I have read, understand and will comply with the terms, conditions and rules and regulations expressed in this application**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

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