



The public market managers and developers

Ravinia District Food Truck Thursdays

2020 Information and Application for Vendors

We are looking forward to our 4th season of this fantastic Food Truck market. We can accommodate up to 15 food truck vendors on Dean Avenue, and we have additional opportunity for food and beverage vendors in Jens Jensen park. To enhance the experience, Ravinia District businesses will be permitted to apply and sell alcoholic beverages in the park and attendees will enjoy live music in Jens Jensen Park. Bensidoun USA will advertise and operate the Market. Ripple Public Relations will promote the event. LifeRhythms will present the live music. 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 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 Ravinia SSA 17 and the Highland Park Park District.

GREEN POLICY FOR 2020: We are going green(er) this year and are not allowing Styrofoam, plastic bags, pre-wrapped disposable utensil packs or single serving condiments to be distributed by any vendors at market. We highly encourage the use of compostable disposable utensils and containers at market with a goal of moving to a zero-waste market in the next few years. If this is not possible for your business this year please ensure that your disposables are all recyclable.

LOCATION: HIGHLAND PARK - RAVINIA DISTRICT

Dean Avenue between Roger Williams and St Johns, Adjacent to Jens Jensen Park
June 4 - September 3 | Dates: Thursdays 4:30PM until dusk

*PRICING FOR (1) 15-20 FT FOOD TRUCK:

\$1400.00 for the Season (14 Weeks)

\$130.00 for individual dates

**Food truck pricing will be adjusted based on the size of the truck (<15Ft or >20Ft)*

RATES FOR 10X10 TENT SPACE(VENDOR PROVIDES TENT)

	FOOD OR DRINK	FOOD & DRINK	NON-FOOD	SERVICE
PART TIME (1 DAY)	\$55.00	\$65.00	\$75.00	\$100.00
FULL TIME (14 DAYS)	\$577.50	\$682.50	\$787.50	\$1,050.00

*RAVINIA DISTRICT BUSINESSES 20% DISCOUNT OFF ALL RATES.

Additional costs: \$60 Itinerant merchant application fee (Ravinia District Businesses exempt)



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ADDITIONAL CHARGES/ FEES

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**

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 **\$25.00 fine per event**

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

Violation of Green Policy **first event - warning, second event \$25 \$100.00 per event thereafter**

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 will not issue refunds.

PLEASE REMIT THE FOLLOWING ITEMS WITH YOUR APPLICATION

THIS IS AN INTERACTIVE PDF SO ALL FORM ELEMENTS CAN BE POPULATED ELECTRONICALLY. WE ENCOURAGE YOU TO USE THIS METHOD WHEN SUPPLYING YOUR INFORMATION.

ALL VENDORS

Certificate of insurance 1,000,000 GL limit

CERTIFICATE HOLDER / ADDITIONAL INSURED

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

ADDITIONAL INSURED

City of Highland Park
1707 St. Johns Ave
Highland Park, IL 60035

Pages 2-10 completed, dated and signed

\$60 application fee (Ravinia District businesses exempt)



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PLEASE REMIT THE FOLLOWING ITEMS WITH YOUR APPLICATION

ALCOHOL VENDORS

- DRAM shop insurance

FOOD VENDORS

- Lake County Temporary food permit or Illinois Sampling Certificate and complete menu

FOOD TRUCK VENDOR

- Lake County Mobile vending permi
- Copy of Drivers License
- Email digital copy of menu
- Location of last 2 events

FULL TIME VENDOR

- Trucks: \$300 Market deposit
- Tents: \$100 Market deposit

PART TIME VENDOR

- Truck/Tent: Payment for first 3 dates



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Vendor/Applicant Name: _____

Business Name: _____

Illinois FEIN or Liscense Number: _____

Location where goods are to be sold: Dean Avenue between Roger Wiliams and St. Johns

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email: _____ Website _____

Request for Dates: _____

I have read and understand the green pollicy for the market and will not distrubute plastic bags, Styrofoam, pre-wrapped disposable utensil packs or singl serving condiments to my customers at Ravinia Food Truck Thursday Market.

I hereby acknowledge that I havse read and understand chapter 126 titled Vendors, Itinerant Merchants and Peddler of the Highland Park Code of 1968 of ghe City of Highland Park and that the information contained herein is correct and true to the best of my knowledge and ability.

Dated this _____ day of _____, 2020

Signature _____

Mail application and documents to
Bensidoun USA, Inc
ON375 Farwell St.
Wheaton, Illinois 60187



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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.



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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 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.

Vendor Applicant Signature: _____ Date: _____



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BENSIDOUN USA, INC RAVINIA DISTRICT FOOD TRUCK THURSDAYS 2020 SEASON VENDOR RULES AND REGULATIONS P.1 OF 2

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. 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.



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9. Vendor acknowledges and agrees that assignment of its location at each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to Vendor of a 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.

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. 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.

13. 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.



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14. 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.
15. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns.
16. Vendors are solely responsible for all payments for confirmed dates
17. A Vendor may not share or sublet its booth(s).
18. Vendors and their employees may not smoke within 20 feet of any portion of the market.
19. Vendors may not bring animals to market (including dogs) unless the animal is kept in a kennel or the animal is a certified service animal.
20. 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: (x) notify all Vendors whose reservations have been affected by such change, and (y) 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."



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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 2020 Information and Application for Vendors, understand and agree to abide by all the terms, policies and rules and regulations expressed in this application.

Vendor Applicant Signature: _____ Date: _____