

RESOLUTION R-2025-25

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MARKET LICENSE AGREEMENT
BETWEEN THE CITY OF WHEATON AND BENSIDOUN USA, INC.**

WHEREAS, the City and WFM26, LLC entered into a Market License Agreement on January 4, 2021 ("the Original Agreement") to allow WFM26, LLC to use the City's Parking Lot #3 to operate an open-air market thereon and to use a portion of the City's Willow Avenue Parking Garage for storage; and

WHEREAS, on March 21, 2022, an amendment to the Original Agreement was approved ("Amendment") wherein WFM26, LLC assigned all its rights and obligations under the Original Agreement to Bensidoun USA, Inc.; and

WHEREAS, upon approval and execution of this Agreement, the Original Agreement and the Amendment shall become null and void and have no further force or effect; and

WHEREAS, the City is the owner of Parking Lot 3 and the City of Wheaton Willow Avenue Parking Garage ("Parking Garage"); and

WHEREAS, the City and the Licensee desire to continue their relationship by the expansion of the operation of the market to include Liberty Drive between Cross Street and Main Street in addition to the use of Parking Lot 3 for operation of a market and to use a portion of the Parking Garage for storage.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to the Market License Agreement between the City of Wheaton and Bensidoun, USA, Inc., 405 N. Wabash, #3404, Chicago, Illinois 60611; and that a copy of that certain Market License Agreement is attached hereto and incorporated by reference into this Resolution as if fully set forth herein, as Exhibit "A".

ADOPTED by the City Council of the City of Wheaton, Illinois, this 7th day of April, 2025.

ATTEST:

Andrea Rosedale
City Clerk

Philip J. Suess

Mayor

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilman Clousing

Nays: None
Absent: None
Motion Carried Unanimously

**MARKET LICENSE AGREEMENT BETWEEN THE CITY OF WHEATON
AND BENSIDOUN USA, INC.**

This Agreement ("Agreement") is entered into as of this 7th day of April, 2025 by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 W. Wesley Street, Wheaton, IL 60187, and Bensidoun USA, Inc., 405 N. Wabash, Ste. 3404, Chicago, IL 60611 ("Licensee"). City and Licensee are at times collectively referred to hereinafter as the "Parties" and individually as "Party."

WHEREAS, the City and WFM26, LLC entered into a Market License Agreement on January 4, 2021 ("the Original Agreement") to allow WFM26, LLC to use the City's Parking Lot #3 to operate an open-air market thereon and to use a portion of the City's Willow Avenue Parking Garage for storage; and

WHEREAS, on March 21, 2022, an amendment to the Original Agreement was approved ("Amendment") wherein WFM26, LLC assigned all its right and obligations under the Original Agreement to Bensidoun USA, Inc.; and

WHEREAS, upon approval and execution of this Agreement, the Original Agreement and the Amendment shall become null and void and have no further force or effect; and

WHEREAS, the City is the owner of Parking Lot #3 and the City of Wheaton Willow Avenue Parking Garage ("Parking Garage"); and

WHEREAS, the City and the Licensee desire to continue their relationship with the Licensee by the expansion of the operation of the market to include Liberty Drive between Cross Street and Main Street in addition to the use of Parking Lot #3 for operation of a market and to use a portion of the Parking Garage for storage upon the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Licensee agree as follows:

1. **Recitals.** The recitals set forth above are hereby incorporated as if fully set forth herein and represent the intent of the Parties.

2. **Grant of License; Licensed Premises.** The City hereby grants to Licensee a revocable license (the "License") to use Parking Lot #3 and Liberty Drive between Cross Street and Main Street in Wheaton, Illinois, which premises are outlined on the drawing attached hereto and incorporated herein as Exhibit A (the "Licensed Premises") for Licensee and to use the storage area located under the ramp in the Parking Garage (the "Storage Area"). The Licensed Premises shall be used solely by the Licensee for the purpose of operating market activities (under the canopy structure or open-air) on the Licensed Premises. At no time shall the Licensee occupy the premises commonly known as the "Prairie Path," or interfere with any

movement of pedestrians or bicycle traffic over that area. The Licensed Storage Area shall be used solely for storage related to Licensee's market activities and shall at all times be kept clean and secure by the Licensee.

3. Term. The term of this Agreement shall commence on April 1, 2025 and shall continue until March 31, 2029 ("Initial Term") subject to the default and termination provisions of Paragraphs 10 and 16 of this Agreement. Upon expiration of the Initial Term, Licensee shall have the option to extend the Agreement for one (1) additional five (5) year term (Extended Term) if the City determines that Licensee has met the 80% Minimum Vendor Occupancy requirement, as set forth in Paragraph 10 of this Agreement, for all Market Seasons during the Term of this Agreement, and the Licensee is not otherwise in default of this Agreement. If a Force Majeure Event, as defined in Paragraph 6 of this Agreement, occurs during a Market Season, the 80% Minimum Vendor Occupancy requirement shall be equitably adjusted to exclude days on which the Licensee's Market was closed due to the Force Majeure Event in the calculation of the vendor occupancy rate for that Market Season.

In the event the term of this Agreement is extended, the City shall not increase the License Fee by more than 5% for the Extended Term. The Licensee may exercise its option to extend the Initial Term by sending written notice of its intention to do so to the City at least sixty (60) days prior to the expiration of the Initial Term.

4. License Not a Tenancy. The City and Licensee acknowledge and covenant that this Agreement establishes a license and not a tenancy.

5. Market Season. A market season ("Market Season") shall be defined as that season commencing no earlier than April 1st and terminating no later than November 30th of any year except as may be extended by written mutual agreement of the City and Licensee.

6. License Fee. The fee for use of the Licensed Premises and Licensed Storage Area shall be twenty-five thousand one hundred twenty-eight dollars and no cents (\$25,128.00) per Market Season ("Annual License Fee"). The Annual License Fee shall be due to the City in full, on or before the first day of the Market Season for that year. No market activities shall be allowed on the Licensed Premises until the Annual License Fee is paid in full. If a Force Majeure Event, as that term is further defined in this Paragraph 6, occurs during a Market Season, the City shall reimburse Licensee its Annual License Fee on a pro rata basis for the number of markets scheduled on Saturdays for that year's Market Season, which were not open for business due to the Force Majeure Event, as illustrated by the following example. For example, if there are thirty (30) markets held on Saturdays during a Market Season, and if Licensee is unable to open its market for business on four (4) Saturdays during the Market Season due to a Force Majeure Event, then the City will reimburse Licensee a total of \$3,350.40 (\$25,128 [Annual License Fee] divided by 30 [number of Saturday markets] =

\$837.60 multiplied by 4 [number of unopened markets due to Force Majeure Event]= \$3,350.40). Such pro rata reimbursement of the Annual License Fee due to a Force Majeure Event shall be paid to Licensee by December 1st of the year for which the Annual License Fee was paid. A Force Majeure Event is an event beyond the reasonable control of the Parties, including, without limitation, governmental action, including executive orders; war; riot or civil commotion; fire; natural disaster; acts of God; acts of public enemy; epidemics; and quarantine restrictions, or any other cause that could not with reasonable diligence be foreseen or prevented by the Parties.

7. Use of Licensed Premises.

- a. Standards of Use. Licensee may use the Licensed Premises solely for setting up, maintaining, and operating market activities ("Markets"). Licensee agrees to operate its Markets as attractive, modern, sanitary, convenient, and efficiently operated Markets using vendors selling products or services that are legal, of high quality, and not repugnant to the values of any element of society as determined by the City (the "Standards"). If the City, through a majority vote of its City Council, determines that Licensee or any of its vendors, is not meeting the Standards, the City shall promptly notify Licensee of the deficiency. Licensee shall have twenty-one (21) days after such notice has been given to rectify the deficiency, and unless the Parties otherwise agree in writing, if the deficiency is not rectified within said timeframe, Licensee shall be deemed to be in default and the City may exercise any remedies available to it. Except that, if immediate action is necessary to safeguard against an impending threat to public safety, health or welfare, as determined by any City of Wheaton Official or agent acting in his or her official capacity, then the City shall have the right to immediately prohibit the sale of any such threatening product or service and the participation of the vendor from Market activities. Any further sale of such product or service or participation by such vendor shall be at the discretion of the City.
- b. Time. The Licensee may set up and maintain its Markets between the hours of 7:00 p.m. on Friday to 6:00 p.m. on Saturdays. Commercial sales by vendors at the Markets may commence no earlier than 7:00 a.m. and terminate no later than 4:00 p.m. on Saturdays. This License shall not be valid during the Chamber of Commerce's annual "Taste of Wheaton" event, if the event is scheduled to occur on the Licensed Premises during any year of this Agreement. There may be occasions during any year where the City will provide Licensee 10-days written notice of the need to terminate commercial sales by vendors at 2:00 p.m., also requiring said vendors to vacate the Licensed Premises by 4:00 p.m. In the event of such an occasion, the Licensee shall remove all its equipment from the Licensed Premises by 5:00 p.m. of that day.

- c. Vehicles and Equipment. The City may cause to be towed or removed, at the expense of the Licensee, any vehicles or equipment which remain on the Licensed Premises except during the time specified for setup and operation of the Market. The City will also ensure that the Licensed Premises are free of any vehicles, or other impediments, other than those expressly permitted by Licensee during the hours described in paragraph 7(b) above.
- d. Water. The Licensee shall pay for all water used in the operation of its Markets at the City's standard billing rate.
- e. Parking. The Licensee shall be responsible for paying the costs of any parking the City secures on private property provided that the Licensee accepts the use of the private property for parking purposes.
- f. Electricity. The City agrees to provide the Licensee with electricity during Market hours from outlets on the Market site at no charge to the Licensee. Vendors requiring electricity shall use the electricity provided by the City. Vendors requiring the use of generators shall only use "quiet" (under 60 Db) generators.
- g. Trash Removal. The Licensee shall provide for the disposal of garbage and recycling generated by its Markets. The Licensee shall clear all debris from the surface of the Licensed Premises by sweeping the surface at the end of each Market day.
- h. Portable Bathroom Facilities. The Licensee shall provide and maintain, at its own expense, portable bathroom facilities for the duration of each Market Season. The facilities shall be located in the enclosure built for such purposes.
- i. Designated Representative. The Licensee shall designate in writing to the City a Market Manager who shall be in charge of managing the general operations of Licensee's Markets and Licensee's use of the Licensed Premises and Licensed Storage Area. The City shall be allowed to interview candidates for the position of Market Manager. The Market Manager shall be readily accessible by telephone and upon the City's request shall be available to be present at the Licensed Premises within a reasonable period of time. The Market Manager or designee shall be in attendance at all times during the operation of the Markets. Licensee shall further immediately notify the City in writing of any change in the identity of the Market Manager.
- j. The City's Rules and Regulations. The City shall have the right, from time to time upon notice to Licensee, to prescribe rules and regulations which in its judgment may be desirable for the use of the Licensed Premises. Licensee agrees to comply with all such rules and regulations provided that such rules and regulations shall not contradict any right expressly granted to Licensee herein. Licensee may, in its own discretion, limit or restrict the number of booths available to categories of vendors in order to provide

a desirable vendor mix. A violation of any such rules and regulations shall constitute a default by Licensee under this Agreement. The Licensee agrees that vendors shall abide by the rules attached as Exhibit B.

- k. Marketing. The Licensee shall provide marketing for its Markets through a combination of press releases, paid-for advertisements and hand-delivered flyers.
- l. State Sales Tax Reporting. The Licensee shall register the Market with the Special Event Division of the Illinois Department of Revenue and follow all appropriate regulations. The Licensee shall also provide to the City, on a monthly basis, a report detailing the date of each Market held that month, each of the Market vendors for each Market day, and each vendor's Illinois Business Tax (IBT) number and business address. The Licensee shall be required to ensure that each vendor has an IBT number prior to being allowed to sell any products at the Market. Further, vendors shall properly report their sales taxes. Vendors who do not report or inaccurately report their retail sales may be barred from participation in Licensee's Markets.

8. Condition of Licensed Premises. The Licensee shall accept the Licensed Premises and Licensed Storage Area in their "AS-IS, WHERE-IS" condition. Licensee's taking possession of the Licensed Premises and Licensed Storage Area shall be conclusive evidence against Licensee that the Licensed Premises and Licensed Storage Area were then in good order, repair and satisfactory condition. Licensee shall, at its sole cost and expense, be responsible for any and all repairs or damage to the Licensed Premises and/or Licensed Storage Area arising from the misuse or damage to same by Licensee or any vendor, their agents, employees, successors, and assigns. Upon expiration or termination of this Agreement, Licensee shall re-deliver possession of the Licensed Premises and Licensed Storage Area to the City in good order, condition and repair, normal wear and tear excepted.

9. Alterations and Additions. The Licensee shall make no alteration, addition, improvement or change in or to the Licensed Premises and the Licensed Storage Area.

10. Continuous Occupancy. For purposes of this Paragraph 10, Minimum Vendor Occupancy shall mean the total number of vendor sales areas or booths required to be open for business on the Licensed Premises on each Market day. Licensee agrees for itself, its successors, and assigns, that during the entire term of this Agreement it shall operate the Licensed Premises, per Market Season, with due diligence and efficiency so as to produce Minimum Vendor Occupancy. Given the expanded area of the Licensed Premises from prior years, prior to April 1, 2025, the City and Licensee shall determine the Minimum Vendor Occupancy for each Market day to calculate the Minimum Vendor Occupancy for each Market Season, and such determination(s) shall be reduced to writing and an amendment to this Market License Agreement shall be made to include that Minimum Vendor Occupancy for the Licensed Premises for each Market day and each Market Season. Should a Market Season's Minimum Vendor Occupancy rate fall below eighty percent (80%)

for that Market Season, Licensee shall either pay the City a compliance penalty of 100% of the Annual License Fee or provide the City with its notice of termination of this Agreement, within sixty (60) days of the Market Season's closure. The failure of Licensee to achieve or to maintain a vendor occupancy for any Market Season of at least sixty percent (60%) of the Minimum Vendor Occupancy for the Market Season shall constitute an incurable default of this Agreement entitling the City to terminate this Agreement without penalty. If a Force Majeure Event, as defined in Paragraph 6 of this Agreement, occurs during a Market Season, the Minimum Vendor Occupancy requirement shall be equitably adjusted to exclude days on which the Licensee's Market was closed due to the Force Majeure Event in the calculation of the vendor occupancy rate for that Market Season.

11. Assignment. The Licensee shall not assign this Agreement or any portion thereof, or allow the use thereof by any person, firm or entity other than Licensee and its vendors, unless otherwise approved by the City in writing.

12. Compliance with Laws. The Licensee shall comply with all the requirements of all applicable city, county, state and federal laws, as well as insurance carriers now in force pertaining to the use of the Licensed Premises and Licensed Storage Area, or which Licensee shall hereafter carry.

13. Waiver: Risk of Loss. The City, its officers, directors, agents, or employees, shall not be liable for any accident, injury or death, loss or damage resulting to any person or property caused by Licensee or Licensee's agents, employees and/or invitees, anyone claiming by or through Licensee or any vendor or customer on the Licensed Premises or the Licensed Storage Area, without limitation, or caused by tortious or criminal acts of third parties. The City shall have no obligation or duty to provide security services, traffic direction or police services for the Licensed Premises or Licensed Storage Area. All property of Licensee or Licensee's agents, employees and/or invitees, anyone claiming by or through Licensee, any vendor or customer, or any user of the Licensed Premises or Licensed Storage Area on the Licensed Premises or Licensed Storage Area shall be located thereon at the risk of Licensee or such other person only, and the City shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the Licensed Premises. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the City, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the City.

14. Insurance.

a. Contemporaneous with the Licensee's execution of this Agreement, the Licensee shall provide a certificate of insurance and a copy of the policy of insurance as well as any applicable endorsements, all with coverages and limits acceptable to the City evidencing:

- i. Commercial General Liability insurance on an "occurrence" basis with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) for each occurrence and a general aggregate limit of not less than TWO MILLION DOLLARS (\$2,000,000); and
- ii. Umbrella or Excess Liability insurance coverage of not less than SIX MILLION DOLLARS (\$6,000,000) per occurrence; and
- iii. Worker's Compensation Insurance in accordance with the limits required by the applicable State of Illinois Worker's Compensation laws; and
- iv. Commercial Automobile Liability insurance covering all vehicles used in connection with the operation of the Markets on the Licensed Premises, whether owned, non-owned, or hired vehicles with coverage limits of not less than ONE MILLION DOLLARS (\$1,000,000).

- b. Acceptability of Insurer. The insurance carrier providing insurance under this Agreement shall be authorized to do business in the State of Illinois and shall have a current A.M. Best and Companies Insurance Guide rating of no less than A and Class VI or better. The City shall have the right to reject the insurer/insurance policy of Licensee.
- c. Additional Insureds. The City, its officers, elected officials, employees, agents and volunteers shall be covered as additional named insureds on the Commercial General Liability, Automobile Liability, and Umbrella or Excess Liability policies of insurance required by this Agreement.
- d. Primary and non-contributory. The policies of insurance required by this Agreement shall state that the insurance provided to the additional insureds shall apply on a primary and non-contributory basis for the benefit of the additional insureds before the additional insureds' own primary insurance or self-insurance shall be called upon to protect their named insured(s).
- e. Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, or canceled except after providing thirty (30) calendar days prior written notice to the City. Such notice shall be sent directly to the City of Wheaton City Clerk, 303 W. Wesley St., Wheaton, Illinois 60187. Licensee's failure to provide the City with timely notice shall be considered a default of this Agreement and subject to the default provisions contained herein.
- f. Waiver of Subrogation. The Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of Licensee may acquire against the City by virtue of the payment of any loss of damage(s) under such insurance. Licensee agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- g. Acceptance of Insurance Does Not Release Liability. The City's acceptance or approval of any insurance of Licensee shall not be construed as relieving or excusing Licensee from any liability or obligation imposed by the provisions of this Agreement.
- h. Evidence of Current Insurance. Upon written request by the City, Licensee shall, within seven (7) calendar days, provide to the City acceptable evidence of current insurance. Should Licensee fail to provide evidence of current insurance following written request, the City shall have the absolute right to terminate this Agreement without any further obligation to Licensee.
- i. Policy Expiration. The Licensee shall renew any policy which expires during the term of this Agreement and shall notify the City by providing the City an appropriate certificate of insurance of such renewal prior to the expiration date.

15. Indemnification. The Licensee, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the City, for any and all claims, actions, causes of action, demands, costs, including reasonable attorneys' fees, resulting from the Licensee's and its vendors' operation of the Markets, and possession of the Licensed Premises and Licensed Storage Area.

16. Default by Licensee.

- a. If Licensee defaults in the performance of any obligation hereunder, the City may, pursuant to Paragraph 16(b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this Agreement and the right of Licensee (and any and all users) to use the Licensed Premises and Licensed Storage Area.
- b. The City shall provide Licensee with written notice of any alleged default, and if Licensee does not cure any such default within thirty (30) days after the giving of notice, the City may terminate this Agreement on not less than fourteen (14) days' notice (the "Termination Notice") to Licensee. On the date specified in such Termination Notice, the term of this Agreement shall terminate and neither Licensee nor any vendor or other person claiming through or under Licensee shall be entitled to possession or to remain in possession of or use the Licensed Premises or Licensed Storage Area but shall quit and surrender the Licensed Premises and Licensed Storage Area in a condition and order of repair substantially similar to their original condition and order of repair as of the date on which Licensee first took possession of the Licensed Premises and Licensed Storage Area, reasonable wear and tear excepted, and the City may exclude Licensee (including, without limitation, any or all of Licensee's vendors) from access to the Licensed Premises and Licensed Storage Area.
- c. On the date this Agreement terminates, whether by default by a Party or by Licensee's election pursuant to Paragraph 10, and thereafter, the City shall have the

right, among other remedies, to enter the Licensed Premises and Licensed Storage Area, exclude Licensee (including, without limitation, any or all of Licensee's users or vendors) therefrom and remove any or all of their property and effects. Licensee shall pay to the City upon demand the expense and costs for removal and/or storage of property, effects and vehicles, any and all repairs to the Licensed Premises and Licensed Storage Area, other than that attributable to reasonable wear and tear, and all other costs arising from Licensee's default, including, but not limited to, attorney's fees and expenses. Upon any such removal of Licensee's or any of its vendors' property, such property shall be considered to have been abandoned and may either be retained by the City as its property or may be disposed of at public or private sale or donated as the City sees fit.

- d. The Licensee shall pay to the City upon demand all costs, expenses and damages incurred by the City in enforcing Licensee's obligations under this Agreement or resulting from default by Licensee or any of Licensee's permitted users, including, without limitation, attorney's fees and expenses.

17. Notices. All notices to be given hereunder shall be given in person or by certified mail, return receipt requested, addressed to the Parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other:

To the City: City of Wheaton
 303 W. Wesley Street
 Wheaton, IL 60187
 Attn: City Clerk

To Licensee: Bensidoun USA, Inc.
 405 N. Wabash, Ste. 3404
 Chicago, IL 60611

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

18. Authorization. Each party has full right, power and authority to enter into this Agreement and to perform its obligations thereunder, and the execution, delivery and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the part of each party to authorize the execution and delivery of this Agreement.

19. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

20. Electronic Signatures. The Parties may execute this Agreement in writing or by facsimile transmission or by e-mail delivery of a ".pdf" format data file, and any such signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

21. Choice of Law; Venue. This Agreement shall be interpreted according to the laws of the State of Illinois without regard to choice of law. Venue for any dispute arising out of this Agreement shall only be proper in the Eighteenth Judicial Circuit Court, DuPage County.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY:

City of Wheaton

By: Philip J. Sauer

Mayor

Attest: Andrea Posedale

City Clerk

LICENSEE:

Bensidoun USA, Inc.

By: Sebastien Bensidoun

Print Name: Sebastien Bensidoun

Its: EXECUTIVE VICE-PRESIDENT
BENSIDOUN USA INC.

Exhibit A

TOTAL TENTS: 46 Stalls

- 22 ట్రాక్స్ (పూర్తి)
- 4 సెట్స్ (పూర్తి)

CANOPY STRUCTURE: 32 Stalls

• 32 Large Skill Spaces (2m x 4m)

TOTAL SPACES: 78 Stalls

• 74 लंगा (वर्षात्मा
• १ नवमी १३०५ २००१

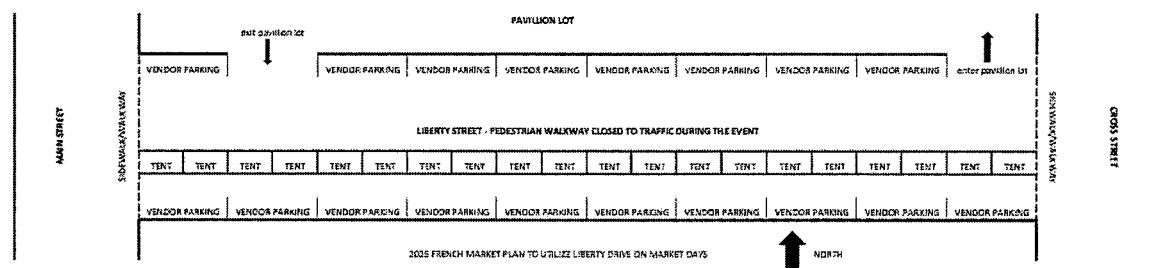
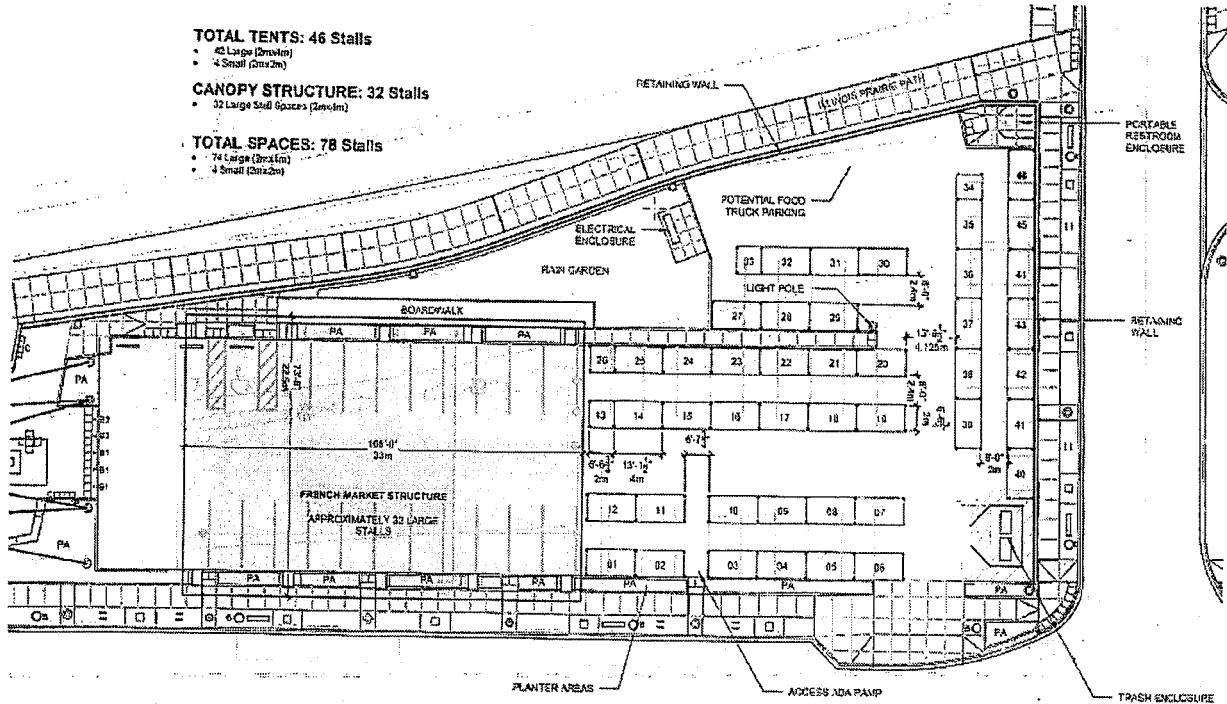


Exhibit B

RULES AND REGULATIONS FOR VENDORS AT WHEATON FRENCH MARKET

For the purpose of these rules and regulations, "Vendor" means any entity or individual renting space from Bensidoun USA, Inc., on any given Market day. "Space" means that space the Vendor has rented from the Bensidoun. "Market hours" means those hours the Market is open for the sale of goods to Market customers.

1. Vendors shall 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 shall be deemed appropriate to a family audience by Bensidoun. No drug paraphernalia or sexually explicit material shall be tolerated. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown. Should Bensidoun determine, in its own discretion, that a Vendor is not selling such products, Bensidoun may request the Vendor to vacate its space(s) immediately. Furthermore, Bensidoun may prohibit the Vendor from leasing future space.
4. Connected with its responsibility to maintain the public health, safety and welfare, the City of Wheaton has reserved the right to determine the appropriateness of any product or Vendor on any given Market day. As such, the City, at its discretion, may require Bensidoun to prohibit the sale of any product or the participation by such Vendor from the French Market operation. Any further sale of such product or participation by such Vendor shall be at the discretion of the City. A determination of such appropriateness may be made by a simple majority vote of the Wheaton City Council; or when immediate action is necessary to safeguard against an impending threat to public health, safety or welfare, such a determination may be made by any City Official or agent acting in his or her official capacity.
5. Vendors shall be prepared to sell at the start of Market hours and shall continue to sell until the close of Market hours. Loading and unloading shall occur only before and after Market hours, respectively.
6. Vendors shall at all times be polite with customers and shall use their best efforts to enthusiastically sell their products.
7. Vendors shall continually keep their spaces as clean as possible. Vendors shall provide their own disposal bags, in accordance with local ordinances, into which they shall put rubbish collected within their respective space(s). Bensidoun shall pick-up and dispose of the refuse bags at the close of the Market hours.
8. Vendors who bring their goods in wooden crates or boxes shall take those crates or

boxes back with them at the close of Market hours.

9. Vendors may only park and load their vehicles in areas designated by Bensidoun. The use of City parking lots and customer parking zones is prohibited. Anyone violating the parking regulations shall be fined and /or towed away at their own expense.

10. Vendors shall cooperate with and participate in promotions organized by Bensidoun (for example, contributing a reasonable amount of the Vendor's products to Market customer giveaways) and may be asked to provide information for publicity.

