

**FRENCH MARKET
HOLD HARMLESS, INDEMNIFICATION
AND INSURANCE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2005, by and between the Village of Lombard, an Illinois municipal corporation (hereinafter the "VILLAGE") and Bensidoun USA, Inc., an Illinois corporation (hereinafter "BENSIDOUN").

WITNESSETH

WHEREAS, pursuant to the French Market Operators Agreement entered into between the VILLAGE and BENSIDOUN dated _____, 2002 (hereinafter the "MARKET AGREEMENT"), the VILLAGE is obligated to provide a Market location, as well as a storage area for BENSIDOUN to store its equipment relative to the French Market; and

WHEREAS, the VILLAGE hereby approves the use of the VILLAGE'S Hammerschmidt Parking Lot at 115 E. St. Charles Road (hereinafter the "PROPERTY") subject to the VILLAGE being appropriately protected from any liability in relation to BENSIDOUN'S operation of the French Market and location of a storage trailer on the PROPERTY; said storage trailer being identified as a 1995 Wells Cargo Trailer, Model TW 142, Serial Number 1WC200F21S1070411 (hereinafter the "TRAILER"); and

WHEREAS, but for the obligation of the VILLAGE, as set forth in the MARKET AGREEMENT, the VILLAGE would not allow the TRAILER to be located on the PROPERTY; and

WHEREAS, BENSIDOUN has agreed to indemnify the VILLAGE, and provide insurance coverage for the VILLAGE, if the VILLAGE allows BENSIDOUN to operate the French Market on the PROPERTY, and locate the TRAILER on the PROPERTY until the VILLAGE provides a storage structure on the PROPERTY for use by BENSIDOUN;

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The preambles as set forth above are hereby incorporated herein by reference as if fully set forth herein.

2. The VILLAGE hereby allows BENSIDOUN to operate the French Market and locate the TRAILER on the PROPERTY, subject to the terms and conditions as set forth below.

3. BENSIDOUN shall locate the TRAILER on the PROPERTY at a location to be determined by the VILLAGE'S Director of Community Development, with access to said TRAILER, by BENSIDOUN, to be over such portion of the PROEPRTY as determined by the VILLAGE'S Fire Chief. In addition, the following conditions shall be applicable to BENSIDOUN in regard to said TRAILER:

A. The TRAILER may only be located on the PROPERTY during that portion of each year during which BENSIDOUN is operating the French Market in the VILLAGE or until a storage structure is constructed.

B. BENSIDOUN shall reimburse the VILLAGE for the cost of signage, to be prepared by the VILLAGE'S Public Works Department, designating the location of the parking space for the TRAILER.

C. BENSIDOUN shall provide orange road cones to mark the front of the TRAILER while said TRAILER is parked on the PROPERTY.

D. BENSIDOUN shall provide wheel chocks for each wheel of the TRAILER at all times while said TRAILER is parked on the PROPERTY.

E. Prior to parking the TRAILER on the PROPERTY, BENSIDOUN shall provide the VILLAGE with the name and phone number for a contact person should the VILLAGE need to immediately contact BENSIDOUN in regard to the TRAILER.

4. BENSIDOUN shall indemnify and save harmless the VILLAGE and its officers, agents, employees, volunteers, representatives and assigns, from any and all lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of damages incurred by any person or persons, or to any property on account of the operation of the French Market or the location of the TRAILER on the PROPERTY. In connection with any such claims, lawsuits, actions or liabilities, in the event that the insurance, as required by Section 5 below, does not provide legal representation at no cost to the VILLAGE and its officers, agents, employees, volunteers, representatives and assigns, the VILLAGE and its officers, agents, employees, volunteers, representatives and assigns shall each have the right to defense counsel of their choice.

BENSIDOUN shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

5. During the term of this Agreement BENSIDOUN shall provide insurance in the following amounts:

- A. Broad Form Comprehensive General Liability – not less than \$2,000,000 for combined single limit personal injury and property damage liability per occurrence;
- B. Auto Liability – combined single limit amount of \$1,000,000 on any BENSIDOUN owned, and/or hired, and/or non-owned motor vehicles engaged in operations relative to the French Market, the TRAILER or access thereto across the PROPERTY;
- C. Workers Compensation – Statutory; Employers Liability \$1,000,000 (the policy shall include “waiver of subrogation”); and
- D. Umbrella Coverage - \$1,000,000.

BENSIDOUN shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies. Such proof shall consist of a certificate(s) executed by the respective insurance company(ies) and filed with the VILLAGE. Said certificate(s) shall contain a clause to the effect that, for the duration of this Agreement, the insurance policy shall not be cancelled, expire or changed as to the amount of coverage without prior written notification thirty (30) days in advance to the VILLAGE. In addition, said certificate(s) shall indicate that said insurance coverage is primary to, rather than supplemental to, any insurance that the VILLAGE may have acquired on its own. Finally, said certificate(s) shall list the VILLAGE and its officers, agents, employees, volunteers, representatives and assigns as additional insureds on all required insurance policies.

6. This Agreement may be terminated by the VILLAGE at any time by giving BENSIDOUN thirty (30) days prior written notice of said termination. Said notice may be delivered personally to BENSIDOUN, or mailed to BENSIDOUN by first class U.S. Mail to the following address: 405 North Wabash Avenue, Suite 3009, Chicago, Illinois 60611; and shall be deemed served when personally given to BENSIDOUN or on the date of mailing, whichever is applicable.

7. This Agreement shall terminate immediately upon the termination or lapse of the insurance required by Section 5 above.

8. In the event this Agreement is terminated, BENSIDOUN shall remove the TRAILER from the PROPERTY. In the event said removal is not accomplished within five (5) days of the termination date, the VILLAGE shall have authority to remove the TRAILER, dispose of same and bill BENSIDOUN for any costs associated therewith.

9. This Agreement shall be executed in two (2) counterparts, each of which shall constitute an original, so that each party retains an original signature copy.

WITNESS the hands and seals of the parties hereto, as of the date of this Agreement stated above.

VILLAGE OF LOMBARD, an
Illinois Municipal Corporation

By: _____
William J. Mueller
Village President

Attest: _____
Brigitte O'Brien
Village Clerk

BENSIDOUN USA, INC.

By: _____
President

Attest: _____
Secretary

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and _____ being the President and Secretary of Bensidoun USA, Inc., respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of Bensidoun USA, Inc., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2005.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named William J. Mueller and Barbara Johnson, being the Village President and Deputy Village Clerk of the Village of Lombard, respectively, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Village of Lombard for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2005.

Notary Public