

**Bensidoun USA French and Farmers Markets - 2014**  
**Information and Application for Vendors -Northeast Region**



**Application Instructions:**

1. Read application in its entirety and initial the lower right hand corner of pages 1 through 5 and/or 6 & 7.
2. Fill in page 4 completely (Applicant Information).
3. Sign and date page 5 (Terms of participation).
4. Sign and date as applicable to your request for market location, page 5 and/or 6 & 7 (The Rules and Regulations).
5. **All vendors** must submit proof of liability insurance (1,000,000 per occurrence min.) listing Bensidoun USA, Inc as additional Insured. Food Vendors must be permitted by the county they are vending in and have this permit with them at all times.
6. **Part-Time Vendors** submit payment for all dates applied for.
7. **Full-Time Vendors applying** – contact :(914).318.1067 and we will determine via phone interview if you are eligible to apply and the amount you will need to remit with your application.
8. After completing the application - make a copy for your records.
9. Vendors applying to Stamford Connecticut market complete temporary food permit included.
10. Applications that are received without all required documents/payments will not be processed.

**If you have completed all of these steps make sure you mail this document (pages 1 through 5 and/ or 6 & 7).**

**To: Bensidoun USA, Inc.**

**See mailing instruction at the bottom of the page(s)**

Competition is encouraged and controlled at the discretion of Bensidoun USA, Inc. Please contact: (914).318.1067 if you have any questions or concerns. **If you do not receive a prompt reply on your application please send an e-mail at: [jsafar@bensidounmarketsny.com](mailto:jsafar@bensidounmarketsny.com) or [bensidoun@yahoo.com](mailto:bensidoun@yahoo.com)**

**Market Information**

**Newark French Market**  
**Military Park Newark, NJ**

**Tuesdays from June 24 to Oct.14 11AM-5PM**

**Albee Square Farmers Market**

**DeKalb Avenue corner of Bond Street & Fulton Street, Brooklyn, NY**  
**Fridays from June 6 to Oct.31 10AM-4PM**

**Broadway French Market**

**Broadway Plaza between 35<sup>th</sup> & 36<sup>th</sup> Streets, Manhattan, NY**  
**Tuesdays from May 6 to Nov.25 11:30AM-6:00PM**  
**Wednesdays from May 7 to Nov.26 11:30AM-6:00PM**  
**Fridays from May 2 to Nov.28 11:30AM-6:00PM**

**White Plains Farmers Market (pending approval)**

**Court Street between Main Street & Martine Avenue, White Plains, NY**  
**Wednesdays from April 30 to Nov.26 8AM-4PM**

**Stamford Downtown French Market**  
**Bedford Street at Forest Stamford, CT**

**Saturdays from June 7 to Oct. 25 10AM-2PM**

Applications must be mailed to:

**Bensidoun USA, Inc. Mrs. Johanna Safar 49 Coakley Avenue Harrison, NY 10528**  
Phone: (914).318.1067 Email: [jsafar@bensidounmarketsny.com](mailto:jsafar@bensidounmarketsny.com)  
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Vendor Applicant Initials

**White Plains Farmers Market Booth Information and Vendor Eligibility**

Standard booth size is 10x10. Vendors are required to bring, erect and secure their own tents. Vendors are solely responsible for any damage or injury that should occur due to negligence in securing 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. Vendors not meeting this requirement will be evaluated on a case-by-case basis.**

**Stamford Downtown French Market, Albee Square Farmers Market, Newark French Market & Broadway French Market Booth Information and Vendor Eligibility**

Standard booth size is 10x10. Vendors are required to bring, erect and secure their own tents. Vendors are solely responsible for any damage or injury that should occur due to negligence in securing 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. Bensidoun USA, Inc. welcomes applicants from all businesses that provide wholesome, unused products that are sold directly at market. Vendors who are unable to demonstrate or directly sell their product at market should not apply. We are creating an upscale selling environment and do not want to be perceived as a business expo, downline recruiting event or flea market. Applicants will be screened and selected based on product appropriateness, market density and past participation. Applicants must submit all requested information/documentation and payments to be considered for eligibility.

**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.

**To reserve additional dates after the application has been submitted:**

1. Eligible vendors can call: **(914).318.1067** and request additional dates at market.
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. Vendors can not come to market without a confirmed reservation.

**Cancellation Policy**

**There are no refunds for cancelled or missed dates.** Vendors unable to attend a reserved market must

_____ Vendor Applicant Initials
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Bensidoun USA, Incorporated American Headquarters: 405 N. Wabash #3404 - Chicago, Ill. 60611

Pascal & Sebastien Bensidoun - American Operations

[www.bensidounusa.com](http://www.bensidounusa.com) E-Mail: [Bensidoun@yahoo.com](mailto:Bensidoun@yahoo.com)

notify the Northeast 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 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.

### **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 remit payment for all dates they would like to be considered for with the application. Reservations will not be made prior to payment.

**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.

### **RENTAL RATE INFORMATION**

**Rental Rate is defined by market class:**

<b>A Market:</b>	<b>White Plains NY</b>
<b>B Market:</b>	<b>Stamford CT</b>
<b>C Market:</b>	<b>Broadway French Market NY</b>
<b>D Market:</b>	<b>Brooklyn NY, Newark NJ</b>

Please find the category that most accurately describes your product. Upon receipt of vendor application, Bensidoun USA, Inc. will make final determination of vendor category. Vendor may only bring to market what has been disclosed on the vendor application and approved by Bensidoun USA, Inc.. Should vendor wish to add or change products/services brought to market after submitting application, vendor must make a written request and submit this to Bensidoun USA, Inc. for review and either approval or rejection of the desired change.

<b><u>Rent per Market Day/Per Booth (Full-Time Vendor)</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Produce	\$62.00	\$57.00	\$80.00	\$30.00
Live plants/flowers	\$67.00	\$62.00	\$80.00	\$30.00
Specialty foods	\$62.00	\$57.00	\$80.00	\$30.00
Food & Drink (Concession)	\$69.00	\$67.00	\$80.00	\$30.00
Other/Jewelry	NA	\$69.00	\$80.00	\$30.00
<b><u>Rent per Market Day/Per Booth (Part-Time Vendor)</u></b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>
Produce	\$69.00	\$59.00	\$100.00	\$35.00
Live plants/flowers	\$74.00	\$64.00	\$100.00	\$35.00
Specialty foods	\$69.00	\$59.00	\$100.00	\$35.00
Food & Drink (Concession)	\$78.00	\$69.00	\$100.00	\$35.00
Other/Jewelry	NA	\$72.00	\$100.00	\$35.00

### **Additional Charges/ Fees - All Markets**

Payment made on day of market	\$5.00 fee
No Show	lose rental fee
Returned Check (non-sufficient funds)	\$36.00 fee

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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 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, 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, the 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, 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 Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Stamford Downtown French Market, Broadway French Market, Newark French Market & Albee Square Farmers Market Rules and Regulations for Vendors at Bensidoun USA Inc. Markets – 2014 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. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate in order 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. 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. Vendors must provide an ACORD certificate of Liability Insurance listing Bensidoun USA, Inc. as additional insured prior to participation in the market.
3. Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number upon request.
4. 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.
5. 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.
6. Vendors must haul out any garbage generated during the course of business and must leave their booth's space swept clean of any refuse.
7. Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in. Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.
8. Vendors must keep their spaces as clean as possible during Market Hours and will at all times be polite with customers, using their best efforts to enthusiastically sell their products.
9. 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.
10. 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.
11. Vendors are required to bring, erect and secure their own tents. Vendors are solely responsible for any damage or injury that should occur due to negligence in securing their tent(s).
12. Vendor acknowledges and agrees that assignment of booth location at each French or 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 French or 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.
13. 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.
14. 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.
15. 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 particular 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 Markets.
16. 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.
17. Bensidoun USA, Inc. does not guarantee a specific booth location at any market.

**I have read, understand and will comply with these Rules and Regulations as well as with all policies and guidelines expressed in this application.**

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

Applications must be mailed to:  
**Bensidoun USA, Inc. Mrs. Johanna Safar 49 Coakley Avenue Harrison, NY 10528**  
Phone: (914).318.1067 Email: [jsafar@bensidounmarketsny.com](mailto:jsafar@bensidounmarketsny.com)  
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**White Plains Farmers Market Rules and Regulations**  
**for Vendors at Bensidoun USA Inc. Markets – 2014 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.
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, 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 particular 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 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.

**I have read, understand and will comply with these Rules and Regulations as well as with all policies and guidelines expressed in this application.**

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

Applications must be mailed to:  
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