

## WELLAND HOSPITAL FOUNDATION

**Policy on: Outside Vendor Sales on Hospital Premises**

**# 112**

**Developed By: Welland Hospital Foundation**

**Approved By: Niagara Health System – Welland Hospital Site –December 2006**

**Reviewed: Annually**

**Last Revised: April 1, 2009**

**Last Approved By: Special Events Committee – April 1, 2009**

**Last Reviewed By Audit Committee: April 27, 2009**

**Last Approved By: Welland Hospital Foundation Board – May 20, 2009**

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- Welland Hospital Foundation receives requests from Vendors to sell products on the premises of the Niagara Health System - Welland Hospital Site. All vendors wishing to attend must be pre-approved by Welland Hospital Foundation. In an effort to review each request this policy has been developed. Additional inquiries, about this policy or the selection process should be directed to the Fund Development Asst. at Welland Hospital Foundation. This policy does not include Welland Hospital Auxiliary activities.
- No products that are in direct conflict with the Auxiliary's activities will be approved. The Auxiliary prior to confirmation of the Vendor's attendance may be asked to endorse each potential vendor, where any question of conflict may be noted.
- Vendors will be set up in the Auditorium or Cafeteria for the time period of 10:00 a.m. to 4:00 p.m. (approximately) unless different times are arranged upon confirmation of their date of attendance. Vendors shall stay for the pre-determined length of time. Any Vendor leaving prior to the time announced, without permission from Welland Hospital Foundation staff, may forfeit the opportunity to attend again.
- All Vendors must pay Welland Hospital Foundation a flat commission of 20% of net sales amount, (excluding GST and/or PST), within thirty (30) days after the date of attendance.
- New vendors will be required to pay a \$50 deposit for their first attendance. If the total commissions payable to Welland Hospital Foundation exceed this amount, the \$50 will be retained by Welland Hospital Foundation and deducted from the total commissions owing. If the \$50 deposit exceeds the commission owed to Welland Hospital Foundation, the balance of the deposit will be refunded by the Foundation.
- Vendors who sell a product that is not typical, such as cell phones, health club memberships, etc. will be charged a \$200 flat fee, which is payable prior to the date of attendance. The decision as to whether a sale item is "not typical" is solely at the discretion of Welland Hospital Foundation.
- Vendors who do not submit their payment, in full, within 30 days may forfeit their right to return. If full payment is not received, Welland Hospital Foundation may pursue legal action.
- Vendors who wish to advertise, in any manner whatsoever, a donation or portion of sales to Welland Hospital Foundation, including without limitation, via advertising on a coupon or flyer, may do so only with prior permission of the Foundation. The advertisement must include a disclaimer on all such materials stating "the donation to Welland Hospital Foundation does not imply endorsement of this product/service by Welland Hospital Foundation."
- An itemized list of each purchaser, along with his or her verified purchase total, may be required by the foundation, as sales occur, throughout the day and a true copy thereof must be delivered to Welland Hospital Foundation at the end of the day. A form utilized for this process can be provided by Welland Hospital Foundation to each Vendor or the Vendor may use a similar method of their own. Payment of commissions to Welland Hospital Foundation shall be based on said itemized lists.

- There will be no limit on the number of Vendors approved to attend in one month; however, no more than two Vendors in one month will carry the same or a similar product.
- No more than three Vendors carrying one type of product, i.e.jewellery or uniforms will participate in the program. Prospective Vendor applications will be approved and kept on file should a participating Vendor decide to no longer participate in the program.
- Each Vendor will be evaluated, following their attendance, to determine if it is appropriate to have the Vendor attend a second time. The decision to not have a vendor return is solely at the discretion of the foundation.
- The Vendor will be responsible for all its own promotional materials. Posters will be forwarded to the Welland Hospital Foundation no less than two weeks prior to the attendance date and placed, in the sole discretion of Welland Hospital Foundation, in the appropriate areas by the Foundation office staff. No materials may be posted by the Vendor in any location without prior approval from Welland Hospital Foundation. i.e. lobby display. Welland Hospital Foundation reserves the right, in its sole discretion, to refuse to post promotional materials it deems inappropriate.
- One email will be sent by foundation staff the day of or day prior to attendance by a Vendor to advise of the location, name and type of Vendor attending. No overhead paging is permitted.
- The Vendor will be responsible for the set-up and dismantling of their displays as well as maintaining a clean display area at all times, including at the end of the sale day.
- Welland Hospital Foundation reserves the right to withhold permission from any vendor or discontinue a vendor's sale immediately if there is any violation of any law, regulation, or this contract.
- Vendors who are interested in selling their goods on the hospital premises are required to complete the attached Request to Sell Goods and Release forms and return them to Welland Hospital Foundation prior to their attendance being confirmed. Welland Hospital Foundation reserves the right to deny access to any Vendor who has not fully complied with all the terms hereof.

**I/We the undersigned hereby acknowledge receipt of a true copy of this policy agreement and all attachments thereto, and agree to be bound by the terms thereof.**

**Dated this      day of                      , 2009.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Foundation approval

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Company Name

Request to Sell Goods on Hospital Premises

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Please describe goods that will be sold during your attendance at the Niagara Health System - Welland Hospital Site:

\_\_\_\_\_

\_\_\_\_\_

What dates are you requesting, if any? \_\_\_\_\_

References (other hospital or vendor location you have sold your wares at):

\_\_\_\_\_

Location

Contact Name

\_\_\_\_\_

\_\_\_\_\_

Telephone Number

Last Date of Sales

I have read the Welland Hospital Foundation's policy on the sale of goods through the Outside Vendor Program and agree with all of the terms and conditions outlined therein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Office Use Only*

*Approved by:* \_\_\_\_\_

*Dates of attendance:* \_\_\_\_\_

*Not approved by:* \_\_\_\_\_

*Reason for Refusal:* \_\_\_\_\_

**Welland Hospital Foundation  
Welland, Ontario**

R E L E A S E

I/We, the undersigned Vendor, in consideration of Welland Hospital Foundation (“WHF”) and Niagara Health System - Welland Hospital Site (“WHS”) permitting me/us to occupy and use the WHS lands and premises (“Space”) for and during an “outside Vendor program”, hereby agree to RELEASE, INDEMNIFY and SAVE HARMLESS WHF and WHS from all manner of liabilities, debts, fines, suits, claims, thefts, damages to property and person, demands and actions and causes of action, of any nature or kind for which the Vendor, WHF or WHS may be held liable relating, in any way, to the participation of the Vendor in the “outside Vendor Program” including without limitation, any breach or violation, negligence, unlawful act or acts of the Vendor, WHF or WHS or their respective agents, servants, invitees and against all costs, counsel fees, expenses and liabilities incurred by WHF or WHS in any such suit, claim, theft, damage to property or person, demand, action or proceeding.

Vendor Company Name (in full): \_\_\_\_\_

\_\_\_\_\_  
Signature, Title (Vendor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Name Printed

\_\_\_\_\_  
Signature - Welland Hospital Foundation Approval

\_\_\_\_\_  
Date