



An agency of the Government of Ontario since 1885

October 2009

Dear Supplier:

A copy of the new Standard Vendor Agreement is enclosed.

The receipt of this vendor agreement and authorization there of in no way is to assume that a business transaction will occur.

There are to be NO changes made to the contents of the original vendor agreement, if this occurs it will be considered null & void.

The option of **emailing invoices** rather than mailing them is still available, please check the box on your ticketing option page if this will be your choice.

Please note: **NO PURCHASE ORDERS WILL BE ISSUED UNTIL THIS AGREEMENT IS SIGNED AND RETURNED TO THE NIAGARA PARKS COMMISSION AND DULY EXECUTED BY THE NIAGARA PARKS COMMISSION.**

Sincerely,

THE NIAGARA PARKS COMMISSION

Nancy Jackman
Corporate Purchasing Manager



An agency of the Government of Ontario since 1885

2009/2010 BUYING SEASON

PACKING AND SHIPPING PROCEDURES

The following procedures **MUST** be followed for all Niagara Parks Commission purchase orders to ensure that invoices are paid promptly and that all products are processed and sent quickly to the stores. Any departure could hold up processing and payment of your invoice.

- 1) Review purchase orders carefully and notify the Distribution Centre of **ANY ERRORS BEFORE SHIPPING**. We will not accept any changes once shipment has been received.
- 2) If you are shipping **TEN OR MORE CARTONS**, please contact (by fax or phone) the Distribution Centre Manager, Jerry Taylor or the Receiver Kevin McLeod 24 hours prior to shipping. Please quote company name, p.o. number, number of cartons and estimated date of arrival to our Distribution Centre.
- 3) Each purchase order is to be **INVOICED INDIVIDUALLY** and the purchase order number must be clearly indicated on each invoice.
- 4) Please ship orders as complete as possible. **BACK-ORDERS WILL NOT BE ACCEPTED**.
- 5) Do **NOT** pack invoices with the order, they must be mailed or emailed separately to the **Accounting department @**
P.O. Box 150,
7400 Portage Rd.
Niagara Falls
Ontario L2E 6X8

or ap@niagaraparks.com

DO NOT mail original if you are emailing.
- 6) Shipments received past cancellation dates **WILL BE RETURNED**.

PURCHASE ORDER PROCEDURES (cont'd)

The following procedures must be followed to identify orders for quick processing and shipping to our retail outlets.

- 1) All orders are to be packed by purchase order and shipped to the **Distribution Centre**.
Label the outside of each box with the following:
 - Purchase order number
 - Our product number with quantities of each item beside the corresponding number
 - If the product is location specific as with service programs, include the store name on the box
- 2) **PACKING SLIPS** must accompany shipment and must agree with all pertinent details on purchase orders.
- 3) **LARGE SHIPMENTS** are to be skidded by p.o. number.

Multiple p.o. shipments may also be skidded and shrink wrapped as long as the p.o. #'s are labeled on the outside "skin" of the skid, listing the number of boxes per p.o.

Thank you for your co-operation.

A handwritten signature in black ink, appearing to read "Nancy Jackman", with a long horizontal flourish extending to the right.

Nancy Jackman
Corporate Purchasing Manager



THE NIAGARA PARKS COMMISSION

Standard Vendor Agreement

Appendix I – All suppliers must agree to and check one of the following options:

- a/ Provide and apply your own price tickets at no charge to Niagara Parks Commission specifications. These specifications will include the UPC Code, retail price and 8–digit product number. The UPC codes should be verified by The Niagara Parks Commission prior to shipping by sending a ticket or faxed copy (preferably enlarged).
- b/ Agree to apply and pay 15 cents for each ticket plus the fee for shipping tickets. All tickets will be provided by the Niagara Parks Commission.
- c/ Provide an additional 7% discount in lieu of ticketing.
- d/ Provide pre–printed packaging to Niagara Parks Commission specifications.

Your choice? a/ _____ b/ _____
 c/ _____ d/ _____

Please check the box if your company will be emailing invoices.

VENDOR: _____ DATE: _____
 (Signature of principal or signing officer)

THE NIAGARA PARKS COMMISSION: _____



An agency of the Government of Ontario since 1885

Dear Supplier:

Companies who will be requiring tickets will have them automatically sent to them with every new purchase order.

Suppliers of service programs should order ahead so tickets are available before orders are placed.

A charge of 15 cents per ticket plus shipping fees will be deducted from your invoice.

Please call Sandy Prior or Sergio Fortuna @ 905-295-4377 if there are any concerns regarding this.

Sincerely,

THE NIAGARA PARKS COMMISSION

Nancy Jackman
Corporate Purchasing Manager

2010 Season

STANDARD SERVICE PROGRAM AGREEMENT

In order to ensure that the service program process is successful and profitable for all parties involved, The Niagara Parks Commission requires that you, the vendor acknowledge and agree to the following conditions and procedures.

1. Service is required a minimum of every 2 weeks.
2. Stock must be balanced to a maximum of 3 weeks inventory or to an acceptable minimum. (eg. 2 items per style/hook if applicable). Approximately 12–16 turns are expected on service items.
3. In season and end of season stock balancing must be maintained. (eg. max. 3 items per style/hook at the end of season).
4. All new items must first be approved by the appropriate retail buyer.
5. Any discontinued items will be returned to the vendor for a full credit.
6. Delivery to the Distribution Centre must be by Thursday at noon each week or every 2 weeks, depending on count cycle.
7. The vendor is responsible for well planning, and keeping service racks/displays organized at all times.
8. During each visit ensure you check in with the store manager or assistant manager.
9. Damages must be dealt with on a monthly basis within each location. A straight exchange of damaged product at the store level must be arranged with and approved by store management.
10. Approval by the store manager is required on all proposed orders with the final approval of the assigned buyer.

Once the initial order has been placed, the procedure for submitting and delivering subsequent orders is as follows:

1. Orders must be submitted on our service program form listing all stores. If you require a copy of this form please contact Terry Meehan.
2. Completed orders should be faxed to: Attention: Terry. Once an order is received, it will be given a new p.o.# for each location with confirmation and faxed back to you. This number must show on each individual invoice per purchase order and each individual packing slip.
3. Please include the following on each box:
 - a) store name
 - b) p.o. #
 - c) # of cartons (eg. 1 of 3, 2 of 3, 3 of 3)
 - d) separate packing slip on the outside of the box for each shipment (on packing slip for that order should be on one of the cartons for that store)

4. Back orders are not accepted. Submit a new order for any merchandise that will not be shipped with the rest of the order.
5. In the event of a late delivery requiring a drop shipment directly to the stores, you must contact the appropriate buyer for approval. **NO DIRECT DROP SHIPMENTS ARE ALLOWED WITHOUT THE WRITTEN CONSENT OF THE APPROPRIATE BUYER.**
6. Please invoice each purchase order number separately, as required by our Accounting Department.
7. This agreement is in conjunction with the terms and conditions outlined in the Standard Vendor Agreement, as one does not rescind the other.

Your attention and co-operation in adhering to the above mentioned conditions is appreciated.

VENDOR NAME: _____

VENDOR: _____ DATE: _____
(Signature of principal or signing officer)

THE NIAGARA PARKS COMMISSION: _____

2010 Season

Dear Supplier:

RE: TABLE ROCK PARKING

In an effort to better manage the unauthorized parking in and around the Table Rock Complex, we will be implementing and enforcing a series of measures in order to alleviate the "me-too" syndrom of park visitors following non-NPC marked vehicles into the Table Rock loading areas.

- All Service vehicles must have a TableRock parking permit. These permits are available form Sandy Prior at the Distribution Centre. License plate #'s of all service vehicles must be provided before receiving a permit.
- Non-NPC marked vehicles are allowed to park in the North or South side loading areas of Table Rock Complex before 9:00 a.m. with an approved Table Rock parking permit.

If your business visit to Table Rock Complex is after 9:00 a.m. or will continue past 9:00 a.m. you will be required to park at the Falls Parking Lot. The procedure for this is as follows:

- With an approved Table Rock parking permit identify yourself and the company you represent to the booth attendant, then simply proceed to park in a standard parking spot.

In addition to the above policy, we ask that you limit your visits at the Maid of the Mist Plaza to before 9:00 a.m. Again, we are experiencing problems with visitors parking in unauthorized areas.

Due to heightened security vehicles will be towed if not properly identified.

Thank you for your assistance in relieving the parking pressures in and around Table Rock Complex and Maid of the Mist. Should you require further clarification or have other suggestions which will assist us in this issue, please contact me at anytime.

Nancy Jackman
Corporate Purchasing Manager

STANDARD VENDOR AGREEMENT

Period of Agreement: November 1, 2009 to October 31, 2010

All price quotes to be in effect from January 1, 2010 to December 31, 2010

Company Name: _____ Vendor # _____

Address: _____

Phone: _____ Toll Free: _____

Fax: _____ E-Mail: _____

Principals: _____ Web Site: _____

Contact: _____ Representative: _____

Remittance Advice (if different than company name and address)

Financial Institution: _____

Terms: **FOB NIAGARA FALLS** Payment Terms: _____

Federal Business Number: (G.S.T.#) _____

Volume Rebate Allowance: _____ Displays Allowance: _____

Signage Allowance: _____ Advertising Allowance: _____

List Price Discount: _____

1. The product purchased by NPC shall not infringe another's intellectual property rights which shall include but shall not be limited to patents, trademarks, industrial designs, moral rights and trade secrets.
2. The vendor has received no confidential information from another party which is being illegally disclosed in the course of the business relationship with NPC.
3. The product being purchased by NPC is fit for the purpose intended and complies with the laws of the province of Ontario and Canada.
4. The vendor will inform NPC immediately upon the receipt of any claim or threatened claim related to the breach of the three preceding paragraphs.
5. That the vendor is the absolute beneficial owner of the product, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others (other than statutory liens for taxes, assessments and other governmental charges the payment for which is not yet due and owing) and is exclusively entitled to possess and dispose of the same.
6. The product shall be constructed in a good and workmanlike manner in accordance with the specifications and drawings (if produced according to specifications and drawings) or according to sample (if sold according to sample provided to NPC), including NAFTA declarations and Country of Origin.
7. Manufacturers and suppliers are required to price and bar-code all merchandise prior to shipment. Please refer to the Appendix listing. Niagara Parks Commission labour costs will be charged back for any items requiring re-ticketing.
8. NPC shall be entitled to have a reasonable time for the examination of product delivered to it and, to reject any of the product which does not conform to the specifications and drawings or sample, as the case may be, or which is defective in materials or workmanship.

9. Failure of the vendor to deliver the product to NPC on the date due or breach of any of the covenants, warranties or representations of the vendor shall entitle NPC to treat this agreement as repudiated, but without prejudice to any rights accruing to it at that date.
10. Failure of the vendor to deliver the product to NPC on the date due or breach of any of the covenants ,warranties or representations of the vendor shall entitle NPC to refuse and or return the products to the vendor at the vendor's expense.
11. All pricing of product supplied to The Niagara Parks Commission must be quoted in writing and must be kept at the agreed price for the period of this agreement.
12. If requested by NPC, the vendor shall promptly furnish to NPC in a form and in the detail which NPC shall direct:
 - a) a list of all ingredients in the product;
 - b) the amount of one or more ingredients, and
 - c) information concerning any changes in or additions to the ingredients.
13. Unless specifically stated herein, the product shall be at the risk of the vendor until delivered to NPC.
14. If the product is manufactured outside of the boundaries of Canada, the vendor shall comply with all laws of the jurisdiction in which the product is manufactured including those related to export of the product from the jurisdiction and import into Canada.
15. It will provide NPC with adequate assurance (to be in NPC's sole discretion acting reasonably) that it has the financial wherewithal to protect NPC from any claims arising from the breach of the covenants, warranties and representations of the preceding paragraphs and shall indemnify and save harmless NPC from all claims, demands and costs arising from the breach of these covenants, warranties and representations however incurred.
16. No vendor is to provide gifts or services in exchange for business or order with any representative of The Niagara Parks Commission. Doing so will result in a severing of all business dealings with The Niagara Parks Commission.
17. This agreement is governed by and is to be interpreted in accordance with the laws of the province of Ontario and country of Canada.

VENDOR: _____ DATE: _____
(Signature of principal or signing officer)

THE NIAGARA PARKS COMMISSION _____
