



CITY OF YELLOWKNIFE

Policy Title: **SPONSORSHIP AND NAMING RIGHTS POLICY**
Approved By: **Council Motion #0220-24**
Effective Date: **December 10, 2024**

1 INTRODUCTION

The City recognizes Sponsorship opportunities and Naming Rights as a strategic means to offset the costs associated with municipal infrastructure, programs and day-to-day operations. These opportunities provide a sponsor with business and marketing value in exchange for financial consideration. These opportunities also serve as a platform to acknowledge partnerships that contribute to enhancing local services and improving the overall quality of life in the community.

Naming Rights refer to the City granting an organization the exclusive right to name a property or a portion of a property in exchange for financial considerations or other benefits that support city initiatives.

2 PURPOSE

The purpose of this Policy is:

- 2.1. To provide clear and consistent guidance regarding Sponsorship and Naming Rights for City Facilities and City programs;
- 2.2. To uphold the City's stewardship role in safeguarding the City's assets, interest, and image;
- 2.3. To encourage investment in City Facilities and programs;
- 2.4. To balance public and private interests by encouraging naming in exchange for financial consideration while acknowledging continued public investment in and ownership of City Facilities; and



2.5. To provide an enabling environment for the City to enter into Sponsorship agreements and Naming Rights Agreements with corporations, groups, or individuals within set guidelines and procedures.

3 DEFINITIONS

In this Policy:

“City”	means the Municipal Corporation of the City of Yellowknife in the Northwest Territories established pursuant to the <i>Cities, Towns and Villages Act</i> , its departments and staff;
“City Council”	means the municipal council of the City of Yellowknife;
“City Facilities”	means any property, facility, structure, building, or portion thereof, owned or controlled (through a lease or occupation agreement) by the City. This includes but is not limited to arenas, pools, bridges, trails, parks, playgrounds, sports fields, athletic parks and ball diamonds;
“City Manager”	means the Senior Administrative Officer of the City of Yellowknife appointed under subsection 41(1) of the <i>Cities, Towns and Villages Act</i> ;
“Commemorative Naming”	means the naming of a Civic Facility or parts thereof, in honour of individual(s) or organization(s) for outstanding achievement, distinctive service, and/or significant community contribution. Commemorative naming can also be made in honour of historic sites, significant events, or geographic features. Commemorative naming is not normally made in exchange for financial consideration;
“Core Facilities”	means Yellowknife City Hall, Fire Hall, Water Treatment Plant; Lift Stations; Pump Houses and Solid Waste Facility; City Garage and Shop;
“Corporate Assets”	means all City owned, leased or tenured infrastructure, mobile equipment, events and programs;



“Donation”	means a gift or contribution of cash, goods or services given voluntarily toward an event, project, program or corporate asset as a philanthropic act, for which a Charitable Tax Credit can be issued. Contribution of skills or time through volunteer services do not qualify as donations as they cannot be deemed property as per the Canadian <i>Income Tax Act</i> ;
“Naming Entity”	means the entity (e.g. corporation, community organization, or individual) to whom Naming Rights are granted pursuant to a Naming Rights Agreement;
“Naming Rights”	means the right to name a City Facility, or parts of a City Facility, granted in exchange for financial consideration, and where a Naming Entity provides goods, services or financial support to the City in return for the Naming Entity’s access to the commercial and/or marketing potential associated with the public display of the organization’s name on a City Facility for a specified period of time;
“Naming Rights Agreement”	means a contractual agreement for the exchange of Naming Rights between the City and the Naming Entity for a specific period of time;
“Occupation Agreement”	means the lease, sublease, license, sublicense, management or operating agreement which grants a Tenant the right to use and occupy a City Facility or a portion thereof;
“Sponsor”	means a corporation or organization that enters into a sponsorship agreement and pays cash or value in kind in return for access to exploitable commercial potential and marketing value associated with the asset;
“Sponsorship”	means a mutually beneficial business arrangement or partnership between the City of Yellowknife and an external party (individual, company, organization or enterprise) wherein the external party contributes funds, goods or services to city-owned parks, open spaces, trails, facilities, streets, events, programs and other municipal buildings and properties;



“Tenant”	means a person, corporation, organization or other entity occupying a City Facility through an Occupation Agreement;
“Value Assessment”	means a determination of the value that a sponsor will receive as a purchaser or specific naming rights and may include tangible and intangible benefits.

4 POLICY

It is the policy of the City of Yellowknife to establish the manner in which Corporate Assets may be sponsored through the sale of naming rights by way of corporate sponsorship.

5 GUIDING PRINCIPLES

- 5.1. The City supports revenue generation from Sponsorship and Naming Rights Agreements when these agreements directly benefit the community of Yellowknife and the City. These agreements must result in a net financial benefit to the City.
- 5.2. A specific type of sponsorship arrangement called Naming Rights may occur when an external party may become the namesake of a future or existing Corporate Asset in recognition for its financial support where such support is mutually beneficial to the City, the external party and the community. If the name is intended for an existing facility name, the City should take into consideration the history and legacy of the current facility name.
- 5.3. City Facilities that are available for Naming Rights will not normally be considered for Commemorative Naming and therefore will not be included in the overall list of assets
- 5.4. Naming Rights Agreements must not compromise the City’s or a Tenant’s ability to carry out its functions fully and impartially.
- 5.5. Signage and acknowledgement associated with Naming Rights must comply with all applicable laws and City by-laws, and must be approved in advance by the City. While the physical display of the Naming Right shall be negotiated or decided upon as part of the Naming Rights Agreement, such recognition must not unduly detract from the character, integrity, aesthetic quality, or safety of the property, or unreasonably interfere with its enjoyment or use.



- 5.6. During the consideration of Naming Rights, the City will endeavour, to the extent reasonably practicable and in accordance with this Policy, to balance confidentiality of the Naming Entity with the City's responsibility to maintain transparent processes and provide information to the public.
- 5.7. Proceeds from the Naming Entity for Naming Rights of a City Facility will be received by the City and used by the City for any lawful purpose.
- 5.8. All Naming Rights Agreements will be for a fixed term.
- 5.9. Neither the City nor its Tenant(s) may relinquish any aspect of its right to manage and operate a City Facility through a Naming Rights Agreement.
- 5.10. A Naming Rights Agreement must not conflict with the terms and conditions of any existing Occupation Agreement between the City and a Tenant.
- 5.11. The granting of Naming Rights will not entitle a Naming Entity to preferential treatment by the City outside of the Naming Rights Agreement.
- 5.12. There shall be no actual or implied obligation for the City to purchase products or services from the Sponsor or Naming Entity over and above what is contained within the sponsorship agreement.
- 5.13. An independent market valuation, approved by the City Manager, will normally inform a Naming Rights Agreement to ensure a fair, transparent and consistent practice.
- 5.14. The City Manager reserves the right to decline any Sponsorship arrangement.
- 5.15. An external party may contribute, in whole or in part, funds, goods or services to an approved Corporate Asset where such sponsorship is mutually beneficial to both parties and in a manner consistent with existing guidelines and policies set by the City including the Acquisition and Disposal policies.
- 5.16. The Sponsor arrangement must support the goals, objectives, policies and by-laws of the City of Yellowknife and be compatible with and complementary to the City's values and mandate.
- 5.17. The City Manager will select the most appropriate sponsors using the following criteria:
 - 5.17.1. Quality and timeliness of product and services delivery;



- 5.17.2. Value of product, service, cash provided to the City;
 - 5.17.3. Cost to the City to service the agreement;
 - 5.17.4. Compatibility of products and services with the City's policies and standards;
 - 5.17.5. Marketplace reputation of the sponsors; and
 - 5.17.6. Record of Sponsor's involvement in community projects and events.
- 5.18. Recognition provided to sponsors is subject to negotiation (i.e. advertising, signage, product sampling, brand name) and must meet the following criteria:
- 5.18.1. Be of an acceptable standard and in good taste;
 - 5.18.2. Not present demeaning or derogatory portrayals of individuals or groups;
 - 5.18.3. Must not contain anything which in light of generally prevailing community standards is likely to cause deep or widespread offence.
- 5.19. Naming Rights Agreements will normally not be considered if they:
- 5.19.1. Imply the City's endorsement of a partisan political or ideological position or imply that their products, services, or ideas are sanctioned or endorsed by the City;
 - 5.19.2. Convey a message that might be deemed prejudicial to race, colour, ancestry, nationality, ethnic origin, place of origin, creed, religion, age, disability, sex, sexual orientation, gender identity or expression, marital status, family status, family affiliation, political belief, political association or social condition;
 - 5.19.3. Present demeaning or derogatory portrayals of communities or groups, or in light of generally prevailing community standards, could reasonably be expected to cause offence to a community or group;
 - 5.19.4. Promote alcohol or other addictive substances at venues geared primarily to children; or
Involve an individual, business or organization whose products or services are known to include the sale or promotion of pornography or sexually explicit materials or illegal products or substances.
 - 5.19.5. The sponsorship arrangement must be limited in scope and application to the City or project under consideration, and shall not involve any form of a risk-sharing venture.
 - 5.19.6. The role of the City as owner and operator of its assets shall be ensured throughout the sponsorship arrangement.
 - 5.19.7. Have an organization whose core business involves the production, promotion, or sale of tobacco, cannabis or alcohol products.



6 APPLICATION

- 6.1. This policy applies to all City of Yellowknife corporate assets.
- 6.2. This policy does not apply to:
 - 6.2.1. The naming of neighbourhoods, subdivisions, streets and roadways;
 - 6.2.2. Core Facilities as defined in Section 3;
 - 6.2.3. The naming of litter containers, park benches, picnic tables and trees;
 - 6.2.4. City Facilities where the City has an existing Occupation Agreement with a Tenant that includes Naming Rights;
 - 6.2.5. Advertising within City Facilities ;
 - 6.2.6. Sale of advertising or signage space on City-owned facilities and printed material, which involves only the straight purchase of advertising space sold at marketplace rates and does not imply any reciprocal partnership arrangement;
 - 6.2.7. Unsolicited donations, philanthropic donations or gifts which are eligible for an income tax receipt;
 - 6.2.8. Third parties who lease City property or hold permits with the City of Yellowknife for activities or events.

7 NAMING RIGHTS AGREEMENTS

- 7.1. Naming Rights Agreements will be in the form of a legally binding contract between the City and Naming Entity and should include or address the following matters:
 - 7.1.1. A description of the naming arrangement;
 - 7.1.2. The term of agreement;
 - 7.1.3. Renewal options, if any;
 - 7.1.4. Value Assessment, including cash and / or in-kind goods and services (and method of evaluating the value of in-kind contribution);
 - 7.1.5. The responsibilities for the cost of the development and installation of a logo, signage and any other promotional benefit which should be carried whenever possible by the Naming Entity;
 - 7.1.6. Naming and signage rights and any additional promotional benefits;
 - 7.1.7. Fees and costs, accompanied by a payment schedule;
 - 7.1.8. Installation and maintenance of signage;
 - 7.1.9. The ability for the City to remove or cover signage for limited periods such as during an event where the City has a legal obligation to ensure sites are free of competing corporate signage (e.g. a named sporting event);
 - 7.1.10. Release, indemnification and early termination clauses in favour of the City;
 - 7.1.11. The right for the City to terminate a Naming Rights Agreement if the Naming Entity fails to fulfill its obligations in regards to the payment



schedule, uses the City's name outside the parameters of the Naming Rights Agreement without prior consent, or if the Naming Entity develops a public image that is unacceptable to City Council;

- 7.1.12. Reference to procedures and costs to be incurred once a Naming Rights Agreement has expired or terminated; and
- 7.1.13. Insurance clauses in favour of the City.

8 SPONSORSHIP ARRANGEMENTS

8.1. Requests for Sponsorship arrangements and any subsequent arrangements shall be made in writing detailing the rights and benefits offered and at a minimum shall include the following:

- 8.1.1. The value of all funds, goods, services to be provided and the recognition to be provided in return by the City;
- 8.1.2. A fixed term to be negotiated with prospective sponsors which is based on the Corporate Assets of the City;
- 8.1.3. The disposition and ownership of any assets resulting from the sponsorship agreement;
- 8.1.4. Maintenance of assets, ongoing capital;
- 8.1.5. The responsibility for insurance, license/permits, safety, security and public health.

8.2. Potential Sponsors shall bear all costs associated with the preparation and submission of any Sponsorship or Naming Rights proposal, and the City shall, in no case, be responsible or liable for those costs.

8.3. Revisions to the sponsorship arrangements are subject to the same approval as the original sponsorship arrangement.

8.4. Naming Rights may only be transferred or assigned by a Naming Entity with the consent of the City. Where a company changes its name, the naming rights may, with the consent of the City and at the expense of the Naming Entity, be modified to reflect the new name.

8.5. Arrangements that predate this policy may continue upon the review and approval of the City Manager.



9 EVALUATION

- 9.1. Sponsorship and advertising opportunities will be evaluated on an asset by asset basis to determine fit and alignment, and to assess that all provision in the policy are satisfied.
- 9.2. General ethical scans will be conducted on all companies and organizations, with in-depth scans conducted for sponsorship agreements of \$10,000 or more in value; if the scan returns an unsatisfactory result, the sponsorship opportunity will not be pursued.

10 REVIEW

- 10.1. This policy will be reviewed every three (3) years.