



## Corporate Sponsorship and Naming Policy

### Policy Statement

The Town of Mahone Bay (Town) recognizes the occasional need for mutually beneficial partnerships and financial arrangements that enhance Town properties, programs, services, or events. As such, the Town endorses sponsorship of events, programs, and services and commemorative naming of Town facilities and properties as opportunities to offset municipal costs

### Purpose

The purpose of this policy is to establish guidelines to facilitate and support opportunities for sponsorship, sale of naming rights, and commemorative naming.

### Application

1. This policy applies to all Town owned properties and built facilities whether leased or operated by third parties.
2. This policy does not apply to
  - a. Gifts or donations
  - b. Funds obtained from other Municipal, Provincial, or Federal governments
  - c. Third parties operating a Town asset under a management agreement

### Definitions

3. For the purposes of this policy, the following definitions shall apply:
  - a. Commemorative Naming – the naming of a municipally owned facility or property, in part or in full, or municipal events to honour outstanding achievement, distinguished service, or significant community contribution. Commemorative naming may or may not be tied to a financial contribution.
  - b. Donation – A voluntary transfer of property or funds with no expectation of return benefit. Donations are eligible for tax receipts and are managed under the Donations Policy.
  - c. Local Entities – a potential sponsor who operates within Mahone Bay or Lunenburg County.
  - d. Naming Rights – a type of sponsorship arrangement where an outside party (for-profit or not) gives money or services to the Town in exchange for having their business name be the name of a Town owned facility, property, or part of a property (like a diving board or a trail) or event. Because of these



## Corporate Sponsorship and Naming Policy

marketing benefits, a sponsorship for naming rights does not qualify for a tax receipt.

- e. Sponsorship – a business arrangement where an outside party (for-profit or not) gives money or services to the Town in exchange for some commercial benefits. These benefits could include publicity, promotion, or merchandising opportunities. Since sponsorships involve marketing advantages, they do not qualify for a tax receipt.

### Terms

#### General

4. Council may authorize Town staff to look for and negotiate sponsorships, which may include naming rights. This shall be done in a way that ensures fairness and equal access, aiming to provide the best benefits for both the Town of Mahone Bay and the community.
5. At the discretion of the CAO, the Town may
  - a. Directly approach more than one prospective sponsor or funding partner to ensure fair access
  - b. Issue a Call for Sponsors (like a request for proposals)
  - c. Receive unsolicited sponsorship proposals at anytime for consideration.
6. Sponsorship Agreements may not negatively impact the Town's ability to carry out its functions.
7. Sponsorship Agreements must not conflict with the terms and conditions of existing naming rights agreements or sponsorship agreement.
8. Sponsorships must align with the nature of the program, event, or asset being sponsored and be suitable for the intended audience. Council or CAO will determine appropriateness.
9. Prospective sponsors will cover all costs related to preparing and submitting their sponsorship proposals.
10. Sponsorship Agreements will not create extra costs for the Town, except for expenses related to seeking and approving the sponsorship, or fulfilling sponsorship conditions.
11. The Town is not required to buy or endorse a sponsor's products or services as part of a Sponsorship Agreement.
12. Sponsors cannot claim the Town endorses their products or services.



## Corporate Sponsorship and Naming Policy

13. Submitting or accepting a sponsorship proposal does not create a binding contract.
14. The Town can reject sponsorship proposals from companies or individuals that are deemed unsuitable by the Council or CAO.
15. If the Town enters a sponsorship with a company that sells regulated substances or gambling/gaming, the agreement must include strong messages about responsible use.

### Authority to Approve Sponsorship or Naming

16. Sponsorship proposals under \$25,000, annually or lump sum, may be authorized and signed by the CAO.
17. Sponsorship proposals greater than \$25,000, annually or lump sum, shall be authorized by motion of Council and shall be signed on behalf of the Town by the Mayor and CAO.
18. Any sponsorship proposal received and considered that includes a naming rights proposal for a municipal facility and/or municipal event shall only be authorized by motion of Council and signed on behalf of the Town by the Mayor and CAO.
19. Any sponsorship proposal received and considered from any entity that sells/markets regulated substances or gambling/gaming shall only be authorized by motion of Council and signed on behalf of the Town by the Mayor and CAO.
20. Any commemorative naming proposal or sponsorship proposal with naming rights received and being considered by Council shall be reviewed by the staff responsible for Anti-Racism and Diversity and CAO or Deputy CAO who shall make recommendation to Council on the naming in a staff report to Council. The commemorative naming shall only be authorized by motion of Council and signed on behalf of the Town by the Mayor and CAO.
21. When possible, if a request for commemorative naming or a sponsorship proposal with naming rights is received and being considered for lands that have been donated to the town, or involve a renaming, the original donor, family, or namesake will be advised.
22. If a request for commemorative naming or a sponsorship proposal with naming rights is received and being considered for leased town lands, the town shall notify the lessee shall be notified as soon as possible.



## Corporate Sponsorship and Naming Policy

### Sponsorship Criteria and Process

23. The Town will review all sponsorship proposals but is not required to accept any of them. The Town also reserves the right to reject any proposal, especially from third parties who activities are seen as conflicting with the Town's goals, values, or mission.
24. In instances where similar sponsorship proposals are received and considered, preference will be given to proposals coming from local entities.
25. The Town will not enter into sponsorship agreements or allow for the naming of facilities, services, or events aimed at children, youth, or families with companies whose main business involves producing or selling regulated substances like alcohol, cannabis, tobacco, vaping devices, gambling, or firearms. However, this rule does not apply to liquor-licensed restaurants. If the Town does partner with such businesses for events or services aimed at adults, the sponsor must take steps to limit children and youth's exposure to marketing for those products and must include messaging about responsible use.
26. All sponsorship agreements must be arranged for a fixed term but may include renewal provisions.
27. Sponsorships agreements shall conform to all applicable federal and provincial statutes, as well as Town bylaws, policies, and contractual obligations.
28. The sponsorship agreements must not negatively impact the character, integrity, appearance, or safety of the Town property, facility, or event, or unreasonably interfere with its public enjoyment or use.
29. The sponsorship must not create, or appear to create, any unfair advantage or special treatment for the sponsor beyond what is agreed upon in the sponsorship agreement. The benefits given to the sponsor should match the size and scope of their sponsorship.
30. Sponsors are prohibited from implying that their products, services, or ideas are endorsed by the Town.
31. All sponsorship agreements must be documented with a written agreement prepared by the town. The agreement shall include:
  - a. the names of all parties involved
  - b. the type of contribution and its estimated market value
  - c. payment terms and what happens to any extra funds or goods
  - d. a waiver of liability and an indemnity clause for any damages or losses the Town may face



## Corporate Sponsorship and Naming Policy

- e. the responsibilities of each party (i.e. Installation, maintenance, permits, insurance, costs etc.)
- f. the benefits the sponsor will receive (i.e. Exclusivity, logos, signage, promotion, recognition, naming rights)
- g. the length of the sponsorship and key delivery dates
- h. a statement that the sponsorship or naming rights agreement is a public document
- i. an exit clause, termination conditions, and remedies for parties if the agreement is cancelled
- j. a statement that all parties understand and agree to the provisions of this policy.

32. The CAO shall monitor the effectiveness of the sponsorship or naming rights to ensure that the respective parties are adhering to the terms of the written agreement.

33. Potential sponsors must supply copies of other sponsorship documents and financial details with their organizations.

### Commemorative Naming

34. Any request for commemorative naming shall be submitted in writing and shall include the following:

- a. The name of the applicant
- b. Identification of the municipal space, facility, or feature to be named
- c. The proposed name
- d. Background information explaining the significance or reason for the name
- e. Letters of support
- f. If living, a statement of consent from the person or group the proposal is focused on

35. Names considered for commemorative naming should be those of distinguished individuals, organizations, corporations, foundations, or families who meet one or more of the following criteria:

- a. Demonstrated excellence, courage, or exceptional service to the citizens to the Town of Mahone Bay
- b. Have a strong historical or cultural connection to the Town or contributed significantly to its historical or cultural preservation
- c. Made notable contributions to environmental preservation, conservation, or enhancement in the Town
- d. Have a direct relationship between their residence or group and the subject of the commemorative naming request
- e. Made an outstanding contribution at the provincial, national, or international level.



**Corporate Sponsorship and Naming Policy**

- 36. Naming in honour of elected or appointed public officials, the Town officials, or Town staff shall occur only after the public service or employment has concluded.
- 37. Council may also assign a commemorative name based on nearby streets, use/function of the facility or area, geography, neighbourhood name, historical significance or other relevant factors. Council shall not assign a commemorative name without a staff report per section 20 of this policy.
- 38. The Town shall coordinate the procurement, design, location, installation, and ongoing maintenance of any signage associated with commemorative naming and bear the related costs unless other arrangements are negotiated and documented in a formal agreement.

Events

- 39. Council may hold sponsorship and naming events to thank sponsors and raise public awareness.

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| Clerk's Annotation for Official Policy Book             |               |
| Date of notice to Council Members of Intent to Consider |               |
| [minimum 7 days notice]                                 | June 23, 2025 |
| Date of Passage of Policy                               | July 8, 2025  |
| _____   | _____         |
| Town Clerk  | Date          |