



Town of Whitby Policy

Policy Title:	Paid Advertising and Sponsorship Policy
Policy Number:	MS 390
Reference:	Council Resolution # 197-21
Date Approved:	June 21, 2021
Date Revised:	As Required
Approval:	Council
Point of Contact:	Advertising and Sponsorship Sales Manager

Policy Statement

The Town supports paid Advertising and Sponsorship opportunities with external companies and organizations that align with the Town's priorities and community values.

The Town recognizes Advertising and Sponsorship as a means to support programs, facilities, parks, and events. In some instances, Advertising and Sponsorship can offset the costs of municipal infrastructure, programs, and subsequent operations.

Purpose

The purpose of this Policy is to create a clearly defined environment and criteria for all types of paid Advertising or Sponsorship opportunities the Town offers.

This Policy will also serve as a guide relating to sponsoring Town events, projects, services, and/or programs.

The Policy shall ensure that all paid Advertising and Sponsorship opportunities support a safe and welcoming environment for the community while on Town Property.

The Policy is intended to protect the Town's integrity, as well as to safeguard the Town's corporate values, image, assets, and interests, while increasing the opportunities for revenue generation.

Scope

The Paid Advertising and Sponsorship Policy will:

- Ensure that all paid Advertising and Sponsorships align with corporate and community goals, values, and strategic objectives;

- Identify the assets (See Section 3.1) that are available for paid Advertising and Sponsorships;
- Provide a centralized approach and single internal point of contact to receive and process Paid Advertising or Sponsorship requests;
- Ensure Advertising and Sponsorship guidelines are clear and concise;
- Ensure all contract terms, conditions, and requirements are clear to Clients; and,
- Align with the Municipal Property and Facility Naming Policy (MS 250).

This Policy applies to all paid Advertising and Sponsorship on Town property or assets secured through a legal Agreement such as, but not limited to: rinkboard ads, backlit signs, digital ads, fleet Advertising, in-person and virtual special events, and programming.

Standard Operating Procedures supplementary to this policy will be developed to guide the execution of this policy.

This Policy is not intended for:

Any individuals or groups seeking Town product donations, Town sponsorships or funding (refer to the Mayor’s Community Development Fund and Performing Arts Community Development Fund F 070).

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Definitions

- 1.1. **Paid Advertising** refers to the selling or leasing of space on Town assets or property to a client for the promotion of a product, service, or cause. The advertiser is not entitled to any additional benefits beyond access to the space purchased. Advertising is a straightforward purchase of space based on Town approved, pre-established rates, and locations for a specified period of time as outlined in an Agreement between the parties.
- 1.2. **Agreement** is a written and signed contract between two parties outlining the terms on which the parties agree, including, but not limited to, the duration of the Agreement, the dollar value, and the rights and benefits of each party, etc.
- 1.3. **Asset** refers to any Town owned structure or identifiable element including but not limited to, arenas, facility rooms or area within the property, rinkboards, backlit signs, digital TV’s, and fleet vehicles.

- 1.4. **Client** refers to an external person, company, organization, or enterprise inquiring about and/or entering into an Agreement to purchase Advertising space or Sponsorship rights.
- 1.5. **Event** means a one-time, annual or infrequently occurring event or program coordinated by the Town and held on Town Property that is open to the public either free of charge or for a paid fee.
- 1.6. **Sponsorship** is a mutually beneficial business arrangement or partnership between the Town and a Client, wherein the Client contributes funds, goods, or services to a municipal project, event, program, initiative, or service in return for recognition, acknowledgement, or other promotional consideration, for a specified period of time or at a specified location.
- 1.7. **Town** refers to The Corporation of the Town of Whitby.
- 1.8. **Town Property** means all Town-owned property, and/or assets, including but not limited to: land, parkland, fleet, buildings, Town facilities (interior and exterior), and sport fields.

2. Responsibilities

2.1. Council to:

- Approve any new Naming Rights Agreements through Council Resolution, aligning with Municipal Property and Facility Naming Policy MS 250.

2.2. ~~Chief Administrative Officer, or delegate, AO~~ to:

- Serve as the signing authority for all Advertising and Sponsorship Agreements that represent a value equal to or greater than \$25,000 annually; and,
- Approve naming rights sponsorship renewals, provided the renewal does not alter existing naming rights, materially change agreement terms, or introduce new obligations requiring Council approval.

2.3. Advertising and Sponsorship Sales Manager to:

- Sell facility Advertising and Sponsorship opportunities, as outlined in this Policy, on behalf of the Town;
- Act as the central intake for all internal and external Advertising and Sponsorship requests;
- Serve, in addition to the ~~CAO, or delegate, Department Head,~~ as the signing authority for Advertising and Sponsorship Agreements that represent a value of less than \$25,000 annually that are not naming rights agreements; and,

- Update Council on renewals of naming rights through a Council Information Index memo;
- Update Council on new naming rights agreements through a Report to Council;
- Review and recommend updates to this Policy, as required; and,-
- Ensure up-to-date policies and administrative procedures are updated on Town platforms.

3. General

3.1. Types of Paid Advertising / Sponsorship

- **Facility Advertising**
Assets available for advertising at various Town Properties, including, but not limited to, rinkboards, backlit signs, and digital ads.
- **Fleet Advertising**
Fleet vehicles owned by the Town available for Advertising, such as street sweepers and zambonis.
- **Unique Advertising**
Advertising opportunities on Town Property, including, but not limited to, temporary arena Naming Rights, youth room Advertising, off-leash dog park Advertising, and baseball shade screen Advertising.
- **Event Sponsorships**
Sponsorship opportunities consisting of in-person and virtual Town special events held annually throughout the year, such as Canada Day and Whitby Lights the Night.
- **Program Sponsorships**
Sponsorship opportunities consisting of in-person and virtual Town programs and services, such as those for children, youth, adults, and 55+.
- **Public Swim and Skate Sponsorships**
Sponsorship opportunities that provide free public skating or swimming for the community in one of the Town facilities.
- **Municipal Property and Facility Naming Rights**
To designate a Town facility, asset, or identifiable element with an official name or title, refer to the Municipal Property and Facility Naming Policy MS 250.
- **Custom Advertising and Sponsorship**
The Town may also consider customizing Advertising and Sponsorship packages that align with the Town's corporate values and are mutually beneficial to both parties.

3.2. Solicitation and Management of Sponsorship

The Advertising Sponsorship and Sales Manager, when soliciting potential Advertisers and managing Sponsorships, will focus on the Town's strategic objectives and core values, and will:

- Ensure Advertising/Sponsorship Agreements will not grant a real or perceived personal benefit, directly or indirectly, to a Town employee or elected official or entitle any Client to influence any Policy position or business decision of the Town;
- Ensure Advertising/Sponsorship Agreements recognize and/or do not contravene any existing commitment or contract held by the Town;

- Ensure that, by entering into an Advertising/Sponsorship Agreement, the Town in no way endorses the products, services or ideas of any Client; and, likewise, that Clients are prohibited from implying that the Town sanctions their products, services, or ideas unless explicitly agreed to; and,
- Ensure there is no obligation for the Town to accept a proposed Advertising/Sponsorship Agreement once reviewed;_

The Town reserves the right to terminate an existing Advertising/ Sponsorship Agreement where:

- The Client has not met their obligations under terms and conditions of their Agreement;
- The Town's name is used outside the parameters of the Agreement, without consent; or,
- The Client develops a public image inappropriate to or not in alignment with the Town's core values and/or objectives.

3.3. Paid Advertising Management and Limitations

- The Town will not accept advertisements that do not align with corporate goals, values, and strategic objectives or which, in its sole discretion, are considered to be irritating or offensive in style, language, content, tone, or method of presentation. The Town will not promote any cigarettes, cigars, vaping, marijuana, medicinal oils, or retailers of cannabis products (including edibles) or associated paraphernalia, alcohol, or tobacco products. The Town will not display any Advertising that promotes religious points of view, gambling, pornography, or is sexual in nature.
- The Town will not accept advertisements that condone or promote any form of discrimination, or present imagery that is derogatory, prejudicial, harmful to, or intolerant of, any specific group or individual, including that which is based upon race, national or ethnic origin, religion, age, sexual orientation, sex, marital or family status, record of offenses, or disability. No advertisements will exploit, condone, or incite violence or other unlawful behaviour, promote dangerous products, goods, or prohibited services.
- Clients whose programs and/or products are in direct competition to a Town program (fitness, swimming, instructions, etc.) will not be accepted.
- The Client will provide proof of artwork to the Town prior to production for approval. Any proposed Advertising that contains prohibited elements_

- listed above will not be displayed and/or will be removed within 24 hours of contravention.

3.4. Compliance

All Advertising and Sponsorship Agreements must comply with federal and provincial statutes, regulations and municipal by-laws.

3.5. Insurance Requirements

~~The Town requires all parties conducting on-site activations to carry Commercial General Liability insurance with coverage of two million dollars (\$2,000,000). The Town requires two million dollars (\$2,000,000) Commercial General Liability insurance including advertising liability with the Town added as additional insured.~~The Client is responsible for providing a current Certificate of Insurance in a form satisfactory to the Town.

3.6 Advertising and Sponsorship Investment

The written agreement shall clearly outline the duration, terms, and conditions.

Fees are established for Advertising and Sponsorships using a market-based approach combined with key metrics, including visibility, number of impressions, level of exposure, etc. Based on unique situations, Sponsorship investments are a mix of assets, brand value, and audience segments.

Sponsorship opportunities offer flexibility to customize packages to meet both the Town and Clients' unique business marketing goals and objectives and offer additional community engagement opportunities.

4. References

- Municipal Property and Facility Naming Policy MS 250
- Mayor's Community Development Fund and Performing Arts Community Development Fund Policy F 070
- Community Sign Policy MS 090
- Use of Municipal Parks and Recreation Building and Lands MS 150
- Purchasing Policy F 080
- Special Events Policy MS 200
- Adopt-a-Park Program and Policy MS 030

This Policy is hereby approved by Council Resolution #197-21 on this 21st day of June, 2021.