

INDIVIDUAL AND CORPORATE NAMING POLICY

Effective Date: June 10, 2020

Supersedes / Amends:
No Previous Policy

1. Purpose

- 1.1 LMCG welcomes proposals for naming rights by encouraging individual and corporate giving while safeguarding against the undue commercialization of the public realm.
- 1.2 Granting the right to name an LMCG asset to an external party provides a means of generating new revenues and alternative resources to assist in the support and/or maintenance of facilities and programs at LMCG.

2. Definitions

For the purposes of this policy, the following definitions apply:

“Asset” or **“Assets”** means to LMCG property including, but not limited to, events, services, programs, activities, facilities, arena and community centre features (including dressing rooms, dressing room player stalls, ice pads, ice pad seating, score board, clocks, main staircase, viewing areas, control centre office, General manager’s office, first aid room, lobby chairs and tables, timekeeper’s box, wooden benches, concession stand, board room and banquet/event room).

“Board” means the Board of Management of LMCG.

“Honourific Naming” or **“Commemorative Naming”** means the naming of LMCG property without return consideration. It is bestowed by LMCG to recognize the service, commitment or other type of contribution by an individual, group or organization.

“Corporate Naming Rights” means a mutually beneficial business arrangement wherein an organization provides goods, services or financial support to LMCG in return for access to the commercial and/or marketing potential associated with the public display of the organization’s name on a LMCG Asset for a finite period.

“Donations” are cash or in-kind contributions which provide assistance to the LMCG.

“Individual Naming Rights” means the naming of LMCG Asset in return for a financial or in-kind contribution from an individual or their estate. Typically, such support is given to enhance the community and to help sustain the LMCG Asset for a negotiated period of time.

“Naming Rights” are a type of sponsorship in which an external partner receives the exclusive right to name a specific asset at LMCG under specific terms. The naming right is sold or exchanged for cash or other valuable consideration.

“LMCG” means Leaside Memorial Community Gardens.

“Naming Rights Holder” means the party which has been awarded the Naming Rights opportunity.

“Premises” means the LMCG facility which has a municipal address of 1073 Millwood Road, Toronto, Ontario, M4G 1X6.

3. **Objective and Purpose**

3.1 The purpose of this policy is to establish a corporate and individual naming rights protocol that:

- creates a systematic approach to soliciting, managing and reporting on naming rights;
- provides guidance to those that have an interest in the naming of Assets at LMCG;
- protects the reputation, integrity and aesthetic standards of LMCG and its Assets;

4. **Scope and Application**

- (a) This policy applies only to naming rights, which represent but one class of sponsorship activity. Other forms of sponsorship and advertising are governed by separate policies of the Board.
- (b) Only Corporate and Individual Naming Rights are covered by this policy. Honourific or commemorative naming are not covered in this policy.
- (c) Naming rights arrangements that pre-date this policy, including pledges and Donations associated with the expansion of the Premises in 2013, are not subject to its terms.
- (d) Naming right proposals will be reviewed on a case-by-case basis by the Board.

5. **Principles**

5.1 **General**

- (a) Subject to an agreement, the naming right must not impair in any way LMCG’s ability to manage the Asset.
- (b) The Board will consider all naming rights proposals but does not have an obligation to accept any. The Board reserves the right to refuse any proposal, including, but not limited to, those submitted by third parties whose activities are perceived by the Board to be incompatible with the LMCG’s goals, values or mission.
- (c) All naming right agreements shall be confirmed by a written contract.
- (d) While the physical display of the naming right shall be negotiated or decided upon on an individual basis, such recognition must not unduly detract from the character, integrity,

aesthetic quality or safety of the Premises or unreasonably interfere with its enjoyment or use.

- (e) Any potential naming rights opportunity must not confer a personal advantage to any particular Board member, employee or City of Toronto official.
- (f) LMCG and its Board does not endorse the products, services, or ideas of any naming right holder.

5.2 Individual Naming Rights

- 5.2.1 All individual naming rights must be for a fixed term. Individual Naming Rights may be subject to renewal on mutual agreement.

5.3 Corporate Naming Rights

- 5.3.1 Parties that are disqualified from doing business with the City of Toronto are not eligible for naming right opportunities.
- 5.3.2 The benefits to the naming rights holder are limited to those expressly stated in the naming rights agreement.
- 5.3.5 All corporate naming agreements must be for a fixed term. Corporate Naming Rights may be subject to renewal on mutual agreement.
- 5.3.6 Naming rights holders are prohibited from implying that their products, services or ideas are sanctioned by LMCG and its Board.
- 5.3.7 The naming right must not result in, or be perceived to result in, any competitive advantage, benefit or preferential treatment for the naming rights holder, outside of the agreement.