



**THE RESORT MUNICIPALITY OF WHISTLER  
COUNCIL POLICY**

<b>POLICY NUMBER:</b>	<b>F-31</b>	<b>DATE OF RESOLUTION: OCTOBER 7, 2014</b>
<b>SPONSORSHIP</b>		

## **1. SCOPE OF POLICY**

- 1) This Policy applies to:
  - a) Events and programs produced by the Resort Municipality of Whistler (RMOW) for which the primary audience is visitors.
  - b) RMOW-owned facilities which are used extensively by visitors.
  - c) RMOW assets to which visitors are exposed and/or with which visitors interact.
- 2) This Policy does not apply to:
  - a) Events and programs produced by the RMOW for which the primary audience is the community.
  - b) RMOW-owned facilities and assets which are used exclusively by the community.
  - c) Gifts or unsolicited donations to the RMOW.
  - d) Funding obtained from other levels of government through grant programs.
  - e) Third parties who lease RMOW property or hold permits for activities or events.
- 3) This Policy is not intended to impede or supersede:
  - a) Any existing or future RMOW initiative to sell advertising or sponsorship for events and programs produced by the RMOW for which the primary audience is the community, or for RMOW-owned facilities and assets which are used exclusively by the community.
  - b) Any effort by the RMOW to sell advertising including on rink boards and squash courts in Meadow Park Sports Centre or in RMOW Recreation Guides.
  - c) Community groups from activating sponsorships in RMOW venues and facilities.

## **2. DEFINITIONS**

- 1) Sponsorship
  - A mutually beneficial commercial arrangement between – for the purposes of this Policy – the RMOW and a party, wherein the party provides cash and/or value-in-kind (VIK) services to the RMOW in return for access to the usable commercial potential associated with specific RMOW assets.
- 2) Naming Rights
  - A type of sponsorship in which a party has the exclusive right to apply their name to a specific event and/or program produced by the RMOW, or to apply their name to a specific RMOW-owned facility or other capital asset(s) for a negotiated period of time.
  - In this Policy, Naming Rights are considered in a commercial context; i.e. sold for cash or other commercial considerations.

- 3) Sponsorship Agreement
  - A contract that reflects the commercial arrangement for the exchange of benefits between the RMOW and a party for a specific period of time.
- 4) Sponsor
  - A party who enters into a Sponsorship Agreement to provide funds and/or VIK in return for usable commercial potential associated with specific RMOW assets.
- 5) Activation
  - Activities undertaken by a sponsor to realize the usable commercial potential of a sponsorship.
  - Activation requires an investment by the sponsor which is in addition to the benefits received by the RMOW in accordance with the Sponsorship Agreement.
- 6) Value-in-Kind (VIK).
  - Sponsorship benefits received in the form of goods and/or services rather than funds.
  - VIK must eliminate or reduce a budgeted line item of the Sponsored program.
- 7) Exclusivity.
  - Exclusive right within a specific business category for a Sponsor to:
    - Apply their name to a specific event and/or program produced by the RMOW, or to apply their name to a specific RMOW-owned facility or other asset for a negotiated period of time.
    - Supply goods or services to the RMOW for a specified period of time.

### **3. PURPOSE**

- 1) Provide the RMOW with an authorized environment for pursuing sponsorship and naming rights agreements for RMOW-produced events and programs for which primarily audience is visitors, and for RMOW-owned facilities and assets for which the primary user group is visitors; and
- 2) Create a consistent approach to soliciting, approving, managing and reporting on sponsorship and naming rights agreements for RMOW-owned facilities and assets and RMOW-produced events and programs; and
- 3) Recognize and capture revenue potential associated with sponsorship and naming of RMOW-owned facilities and assets and RMOW-produced events; and further
- 4) Protect the RMOW from risk and uphold the RMOW's stewardship role to safeguard RMOW assets and interests.

### **4. GUIDING PRINCIPLES**

- 1) The RMOW recognizes and supports sponsorships and naming rights as a revenue generating strategy that balances the benefit of entering into sponsorship agreements with the RMOW's role as steward of public assets and interests.

- 2) Sponsorship or naming of RMOW assets or programs must be consistent with and complement Whistler's Vision: *The Premier Mountain Resort Community Moving Toward a Sustainable Future*.
- 3) Sponsorship or naming of RMOW assets or programs must not result in undue commercialization of the public domain and must not harm Whistler's reputation.
- 4) Revenue and VIK generated through sponsorship or naming rights must be commensurate with the value of the sponsorship or naming rights opportunity.
- 5) Not all RMOW assets and programs are available for sponsorship and/or naming rights as may be determined by the RMOW at its sole and absolute discretion.
- 6) Sponsorship will not result in, or be perceived to result in, any competitive advantage, benefit, or preferential treatment outside the sponsorship agreement; and sponsors and naming rights holders will not be permitted to imply that their products, services or ideas are sanctioned by the RMOW.
- 7) The RMOW shall not relinquish to the sponsor any aspect of the RMOW's right to manage and control RMOW assets, property or program.
- 8) In order to expedite the exploration of sponsorship and naming rights a formal competitive process is not required when soliciting sponsorship opportunities. However, in order to optimize revenue, it is expected that several prospective sponsors will be approached when circumstances warrant.
- 9) The RMOW reserves the right to terminate a sponsorship if the sponsorship is no longer in the best interest of the RMOW and the resort community.

## 5. PROCEDURE

- 1) Organizations which will be considered as potential sponsors will be determined by this Sponsorship Policy at the sole discretion of the RMOW.
- 2) Approval of RMOW assets available for sponsorship must be obtained from the Chief Administrative Officer (CAO) and the General Manager of the Division in which the asset resides before potential sponsors are approached.
- 3) Solicitation and negotiation of sponsorships and naming rights will be conducted by RMOW staff and/or by industry experts with proven expertise in sponsorship practices.
- 4) An RMOW Sponsorship Committee of Council composed of a Councillor, the CAO and all General Managers will be established with authority to review and approve or decline all proposed sponsorships and naming rights which exceed \$100,000 annually and/or are perceived to be sensitive and/or represent a potential conflict with resort stakeholders. Approvals from the CAO and the General Manager of the Division in which the asset resides are required for proposed sponsorships and naming rights below \$100,000 annually.
- 5) Sponsorship Agreements will be confirmed in writing via a legal signed contract and must be signed by an authorized representative of both the RMOW and the sponsor and will include:

- i. A description of benefits the RMOW will receive from the sponsor, and benefits the RMOW will provide to the sponsor
  - ii. Term/duration of the Agreement
  - iii. Payment schedule or, in the case of VIK, the method of delivery
  - iv. Renewal options (if required)
  - v. Indemnification and termination
  - vi. Insurance
  - vii. Confidentiality
- 6) Solicitation of naming rights for assets owned and operated by the RMOW will be preceded by:
- i. An asset valuation completed within the previous three years
  - ii. Approval by the RMOW Sponsorship Committee
- 7) Naming Rights Agreements will be confirmed in writing via a legal signed contract and must be signed by an authorized representative of both the RMOW and the sponsor and will include:
- i. All points in Section 5. 5) of this Policy.
  - ii. Confirmation from the General Manager of the Division in which the asset resides that signage, publicity, and advertising shall conform to all applicable municipal bylaws and policies.
  - iii. Responsibility for the costs for renaming of a facility.
- 8) Use of the RMOW logo in combination with the sponsor logos will be in keeping with RMOW Corporate Identity Guidelines.
- 9) Use of sponsor logos and direct links from the RMOW website will be considered jointly by the General Manager of the Division in which the asset resides and the RMOW Manager Communications.

Certified Correct:

*Signed original on file.*

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Shannon Story  
Corporate Officer