

<POLICY NUMBER> - NAMING OF CORPORATE ASSETS POLICY

Policy #	assigned by the communications officer (web developer).
Effective Date	the date the policy was or will be approved.
Status	DRAFT.
Final Approver	Council.

1.0 Interpretation

1.1 In this policy, unless the context requires otherwise:

"**City**" means The Corporation of the City of Kingston;

"**CMT**" means the members of the *City's* corporate management team;

"**corporate asset**" means any *City*-owned or controlled facility, physical asset or space within a facility that is deemed by the *City* to be available for *naming rights*;

"**council**" means the council of the *City*;

"**director**" means the director of a *City* department or the manager of a *City* department that reports directly to a member of *CMT*;

"**exterior naming rights**" refers to the *naming rights* granted to a *naming rights holder* with respect to exterior *corporate assets*, including public parks, sports facilities, buildings, monuments, or other outdoor structures;

"**interior naming rights**" refers to the *naming rights* granted to a *naming rights holder* with respect to interior spaces or areas within *corporate assets*, including auditoriums, meeting rooms, gymnasiums, or exhibition halls;

"**naming rights**" means a contractual arrangement between the *City* and a *naming rights holder* that involves the payment of a fee or payment in-kind by the *naming rights holder* in return for the inclusion and display of the *naming rights holder's* name on a *corporate asset* or a subcomponent of a *corporate asset* and includes *exterior naming rights* and *interior naming rights*;

"**naming rights agreement**" means a formal written agreement between the *City* and a *naming rights holder* outlining the terms of the *naming rights*;

"**naming rights holder**" refers to an external corporation, organization or person(s) that enters into a *naming rights* arrangement with the *City*; and

"values alignment review" means a due diligence process that evaluates a potential *naming rights holder's* track record, business practices, and public reputation to ensure compatibility with the *City's* social, environmental, and cultural values.

- 1.2 In this policy, "include", "includes" and "including" indicate that the subsequent list is not exhaustive.
- 1.3 A reference to any legislation, regulation, by-law, rule, policy or provision thereof includes a reference to any legislation, regulation, by-law, rule or provision thereof enacted in substitution thereof or amendment thereof.
- 1.4 A reference to legislation includes all of the regulations made thereunder.
- 1.5 A reference to the position or title of any *City employee* includes a reference to any position or title created in substitution thereof.

2.0 Purpose & Scope

- 2.1 The purpose of this policy is to establish guidelines for the assessment, approval, implementation, management and monitoring of *naming rights* arrangements intended to generate new revenues and alternative resources to support *City* programs and facilities.
- 2.2 This policy recognizes that the naming of a *corporate asset* is critical for public awareness, promotion, community identity, and emergency access. Accordingly, it is the intention of this policy to ensure that *naming rights* granted under this policy are consistent with the *City's* mission, vision, values and strategic priorities, and do not reflect negatively on the *City's* image or reputation.
- 2.3 To facilitate timely *naming rights* arrangements, a formal competitive process is not required when pursuing *naming rights* opportunities. At times, the *City* may use its discretion to explore multiple potential *naming rights holders* to help maximize the value of *naming rights* opportunities. Accordingly, *naming rights* may arise from competitive processes, non-competitive processes, direct solicitation, or unsolicited proposals.
- 2.4 This policy applies to:
 - (a) all *naming rights* arrangements between the *City* and third parties in respect of *corporate assets*; and
 - (b) all *City employees* involved in or responsible for generating, assessing, approving, implementing, managing and monitoring *naming rights* arrangements on behalf of the *City*.

2.5 This policy does not apply to:

- (a) *naming rights* arrangements or *naming rights agreements* entered into prior to the date of this policy;
- (b) street naming administered in accordance with the *City's Civic Address and Road Naming By-law 2005-98*;
- (c) *interior naming rights* of *corporate assets* that are leased by the *City* to third parties, such as public libraries, Kingston Police stations, and Utilities Kingston buildings;
- (d) commemoration requests pursuant to the *Commemoration Policy*; and
- (e) other classes of sponsorship activity pursuant to the *Corporate Sponsorship Policy*.

3.0 Criteria for Naming Rights Arrangements

3.1 The *City* will consider all *naming rights* arrangements that satisfy the requirements of this policy, but the *City* has no obligation to accept any such arrangement. The *City* may refuse any *naming rights* arrangement for any reason, including where:

- (a) the *naming rights* are perceived to be incompatible with the *City's* mission, vision or values or the strategic priorities of the *City*;
- (b) the *naming rights* could negatively impact the *City's* image or reputation;
- (c) the *naming rights* may be perceived as granting preferential treatment or a competitive advantage to a *naming rights holder* outside of the *naming rights* arrangement;
- (d) the *naming rights* could cause confusion due to the same or similarly named locations in the *City of Kingston*;
- (e) the *naming rights* could lend themselves to inappropriate short forms, abbreviations, acronyms or modifications;
- (f) the *naming rights* promote:
 - (i) pornography;
 - (ii) tobacco, cannabis or vaping products;
 - (iii) gaming or sports betting;
 - (iv) adult entertainment; or

- (v) weapons;
- (g) the *naming rights* portray or condone demeaning or derogatory portrayals of individuals identified by a prohibited ground of discrimination under the *Human Rights Code*, R.S.O. 1990, c. H.19;
- (h) the proposed *naming rights holder* or the *naming rights* violate municipal, provincial or federal consumer protection and advertising laws, including those under the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A, the *Competition Act*, R.S.C. 1985, c. C-34, or the *City's* advertising standards;
- (i) the proposed *naming rights holder* is currently or has been, within the last 15 years, the subject of legal proceedings where the *City* is named as a party;
- (j) the proposed *naming rights holder* is not in compliance with the *City's* by-laws, policies or regulations or is in arrears of payments to the *City*; or
- (k) the proposed *naming rights holder* is otherwise disqualified from doing business with the *City*.

3.2 The selection of a *naming rights holder* will be based on the following criteria:

- (a) the compatibility of the proposed *naming rights holder's* brand, products, customers and promotional goals with the *City's* programs, services and facilities;
- (b) the proposed *naming rights holder's* record of involvement in community projects, programs and/or events, with consideration for the *naming rights holder's* demonstrated interest in the community and willingness to participate in the community;
- (c) the results of a *values alignment review*;
- (d) the desirability of the association of the *naming rights holder* with the *City's* image and reputation;
- (e) the value and revenue-generating capacity of the *naming rights* proposal; and
- (f) consideration for future *City* initiatives, such as capital improvements to the *corporate asset*.

4.0 Naming Rights Requirements

- 4.1 All *naming rights* arrangements must be documented in a *naming rights agreement*.
- 4.2 All *naming rights agreements* must permit the *City* to terminate the *naming rights agreement* where it is determined by the *City* that the *naming rights holder* or the *naming rights* are no longer in compliance with this policy.
- 4.3 All *naming rights agreements* must be for a fixed term of not more than five years, unless otherwise approved by *council*.
- 4.4 No form of indemnification will be provided to any *naming rights holder* without the express written approval of the *City Solicitor*.
- 4.5 *Naming rights agreements* should generally contain the following provisions:
 - (a) the identity of the parties;
 - (b) the value of the *naming rights*;
 - (c) the fixed term of the *naming rights*;
 - (d) terms of payment;
 - (e) a waiver from liability and an indemnity clause for damages or losses incurred by the *City*;
 - (f) *naming rights* to be received by the *naming rights holder*;
 - (g) the obligations of the parties;
 - (h) a statement confirming that the *naming rights holder* is aware of, and will comply with, the provisions of this policy; and
 - (i) the termination clause described in subsection 4.2 above.
- 4.6 The granting of *naming rights* will not entitle a *naming rights holder* to any preferential treatment by the *City* beyond that described in the *naming rights agreement*.
- 4.7 In no event will the *City* relinquish any aspect of its right to manage and control *corporate assets* in relation to a *naming rights* arrangement.
- 4.8 The *City's* grant of *naming rights* does not constitute an endorsement of the products, services or ideas of any *naming rights holder*.

- 4.9 The sale of *naming rights* must not result in incremental net costs to the *City* and, as such, the *naming rights holder* will be responsible for all costs of implementing a *naming rights agreement*, including the cost of any signage.
- 4.10 The following factors must be considered prior to approving a *naming rights* arrangement that renames an existing *corporate asset*:
- (a) the historical significance of the existing name of the *corporate asset*;
 - (b) the cost and impact of changing existing signage and branding, rebuilding community recognition, and updating records, including letterhead, databases, and promotional materials;
 - (c) the impact of the proposed renaming on the local community;
 - (d) whether there are suitable alternative solutions to renaming the *corporate asset*, such as incorporating supplementary names, dedications or plaques, particularly where the *corporate asset* has significant historical or cultural value; and
 - (e) the potential impact of external factors, such as shifting public sentiment or controversy, to ensure that any renaming aligns with evolving social and cultural norms.
- 4.11 *Naming rights* may only be transferred or assigned by a *naming rights holder* with the written consent of the *City*. Where a *naming rights holder* changes its name, the *naming rights* may, with the written consent of the *City* and at the expense of the *naming rights holder*, be modified to reflect the new name.

5.0 Administration

- 5.1 The Director, Strategy, Innovation & Partnerships may approve or refuse all *naming rights* arrangements for *internal naming rights* in consultation with the *director* responsible for administering the *corporate asset*.
- 5.2 All *naming rights* arrangements for *external naming rights* must be referred to *council* for a decision.
- 5.3 All *naming rights agreements* must be executed by the Mayor and City Clerk.
- 5.4 The *City's* Marketing & Revenue Development Division is responsible for the solicitation, assessment, implementation, management and monitoring of *naming rights* arrangements. Without limiting the generality of the foregoing, the Marketing & Revenue Development Division will:
- (a) ensure *naming rights* opportunities are promoted;

- (b) consult with *directors* and *CMT* members to identify *corporate assets* that are available and not available for *naming rights*;
 - (c) conduct a *values alignment review* of any proposed *naming rights holder* or *naming rights arrangement*;
 - (d) solicit new and steward existing *naming rights* opportunities;
 - (e) negotiate terms and conditions of *naming rights agreements* in consultation with the City Solicitor; and
 - (f) notify the *City's* Chief Financial Officer of all approved *naming rights* arrangements for financial tracking purposes.
- 5.5 The Manager of Marketing and Revenue Development is responsible for ensuring that:
- (a) all *directors* and *CMT* members are notified of any proposed new *naming rights holder* and provided with an opportunity to comment on the proposed new *naming rights holder*; and
 - (b) all relevant *directors* are consulted on the implementation of an approved *naming rights agreement*.
- 5.6 *CMT members* and *directors* must take reasonable steps within their authority to direct compliance with this policy.
- 5.7 *City employees* must take reasonable steps to refer any *naming rights* opportunity to the *City's* Marketing & Revenue Development Division.
- 5.8 No *City employee* may accept any product, service, or asset for personal gain in connection with a *naming rights* arrangement.
- 5.9 The *City's* Director, Strategy, Innovation and Partnerships is responsible for maintaining a registry of all active *naming rights agreements*.
- 5.10 The CAO shall have the authority to make final determinations regarding the interpretation and application of this policy, including assessments of whether the proposed *naming rights* align with the mission, vision and values and the strategic priorities of the *City*, unless the *naming rights* are subject to *council* approval.
- 5.11 All funds generated by *naming rights agreements* shall be allocated to the City department that administers the named *corporate asset* to be used for departmental operations unless otherwise specified in the *naming rights agreement*.

6.0 Approval Authority

Role	Position	Date Approved
Quality Review		
Subject Matter Expert	Manager, Marketing & Revenue Development	September 30, 2025
Legal Review	City Solicitor	October 30, 2025
Management Review	Directors and Corporate Management Team	June 10, 2025
Final Approval	Council	

7.0 Revision History

Effective Date	Revision	Description of Change
June 22, 2004	New policy approved by Council	
		Policy substantially revised to replace original policy

8.0 Related Policies

8.1 This policy relates to or supplements the following *City* policies:

- (a) *Commemoration Policy*
- (b) *Corporate Sponsorship Policy*
- (c) *Donation Policy*
- (d) *Advertising and Revenue Generation Policy*
- (e) *Employee Code of Conduct Policy*

(f) *Employee Conflict of Interest Policy*

(g) *Visual Identity Policy*

8.2 In the event of a conflict between this policy and another City policy or procedure involving *naming rights*, this policy will prevail to the extent of the conflict.