

**The Maryland-National Capital Park and Planning Commission
Montgomery County Department of Parks**

Corporate Sponsorship Policy

I. PURPOSE AND SCOPE

The purpose of this policy (**Policy**) is to establish guidelines to govern the Maryland-National Capital Park and Planning Commission (**Commission**) in the development and management of a program in Montgomery County of:

1. Naming or renaming Park Assets or Park Programs (as defined below) to signify the name of a Legal Entity (as defined below) in exchange for providing financial or material in-kind support; and
2. Entering into sponsorship agreements with Legal Entities (as defined below) under which the Commission recognizes the sponsoring entity in exchange for providing financial or material in-kind support for a specified Park Asset or Park Program (as defined below).

On December 1, 2011, the Planning Board adopted an Individual Park Naming and Dedication Policy that does not relate to the Legal Entities covered under this Policy.

This policy is not applicable to gifts, grants or unsolicited donations undertaken for charitable purposes without a naming or sponsorship arrangement and, further, does not apply to individuals or Legal Entities that have been issued a park permit for a specific event.

II. DEFINITIONS

Planning Board: The Commission's Montgomery County Planning Board.

Commission: The Maryland-National Capital Park and Planning Commission.

Department: The Montgomery County Department of Parks.

Foundation: The Montgomery County Parks Foundation, Inc.

Definitive Agreement: The binding written agreement made by and among the Commission, Foundation, and the appropriate Legal Entity to confer a Naming Right, Advertising Right or Sponsorship Benefit in compliance with this Policy.

Park Asset: Parks amenities such as recreation/athletic fields, playgrounds, pavilions, trails, structures and other facilities, buildings, rooms, landscaping, art or other physical features, in each case, owned, operated or managed by the Commission in Montgomery County, Maryland, and deemed eligible jointly by the Commission and the Department for Naming Rights and/or Advertising Rights and by the Department for Sponsorship Benefits. Entire parks, regardless of classification, are excluded and not eligible for Naming Rights, Advertising Rights or Sponsorship Benefits.

Park Program: (a) Recreational or interpretive programs, services or similar events that are owned, operated or managed by the Commission in Montgomery County, Maryland; or (b) functions, programs or services provided by the Department in connection with Department operations and deemed eligible by the Department for Naming Rights, Sponsorship Benefits and/or Advertising Rights.

Governmental Entity (Entities): The Government of the United States, the State of Maryland, another state, or any agency, unit, political subdivision or instrumentality thereof.

Legal Entity (Entities): A corporation, unincorporated association, limited liability company, partnership, trust, foundation or other legal entity (whether organized for profit or not) that is engaged in commercial activity and not an individual or Governmental Entity.

Naming Right: A commercial benefit of specified duration that: (a) is established subject to the terms of a Definitive Agreement which conforms to this Policy and (b) obligates the Commission to signify the name, trade name or trademark of a designated Legal Entity as part of the name of the Park Asset(s) or Park Program(s) specified in the Definitive Agreement.

Advertising Right: A commercial benefit of specified duration that: (a) is established subject to the terms of a Definitive Agreement which conforms to this Policy and (b) obligates the Commission to allow the promotion of the services, products or activities of a designated Legal Entity within the property of the Park Asset(s) specified in the Definitive Agreement.

Sponsorship Benefit: A commercial benefit of specified duration that: (a) is established subject to the terms of a Definitive Agreement which conform to this Policy and (b) obligates the Commission to identify the name, trade name or trademark of a designated Legal Entity as a “*sponsor*” of the Park Asset(s) or Park Program(s) specified in the Definitive Agreement.

III. POLICY STATEMENT

The Planning Board has determined that this Corporate Naming and Sponsorship Policy is necessary and appropriate to provide revenue for the benefit of the Commission that is essential to develop, maintain, improve, expand, support, preserve, fund, encourage and sustain its Park Assets and Park Programs for the fiscal benefit of users and the community at large.

In an effort to utilize and maximize the community's resources, it is in the best interest of the Commission to create and enhance relationships with corporations and other organizations through commercial sponsorships and naming arrangements. This goal can be accomplished by providing local, regional, and national businesses and other commercial enterprises a method to become associated and involved with the many facilities, activities and programs provided by the Commission. The Commission delivers quality, life-enriching activities to a broad base of the community. This translates into exceptional visibility for sponsors and supporters. It is the goal of this policy to further these opportunities for the ultimate benefit of the public.

IV. GENERAL PROVISIONS: NAMING RIGHTS, ADVERTISING RIGHTS, AND SPONSORSHIP BENEFITS

- A. Editorial Discretion. The Commission intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of Naming Rights, Sponsorship Benefits and related messages. It is the intent of this policy to provide sponsors with visibility through sponsorship recognition and advertising messages and avoid or minimize adverse impact on the park visitors' overall experience and the visual qualities of the park environment.
- B. Eligibility Criteria. Except as provided directly below for the purpose of a Governmental Entity:
 - a. Naming Rights, Advertising Rights, and Sponsorships must be for a commercial purpose and the promotion of any non-commercial enterprise is not permitted in the limited forum created by this policy.
 - b. Naming Rights, Advertising Rights or Sponsorship Benefits are further limited to the promotion or recognition of commercial enterprise and commercial activities that do not compete, impair or conflict with, the mission, policies, goals or operations of the Commission, the park system or designated Park Assets or Park Programs.
 - c. Naming Rights, Advertising Rights, or Sponsorship Benefits for a Governmental Entity may be considered for non-commercial purposes,

including proprietary and governmental functions of the entity involved; provided, however, that any promotion or recognition of a Governmental Entity must not compete, impair or conflict with the mission, policies, goals or operations of the Commission, the park system or designated Park Assets or Park Programs, and must otherwise comply fully with the conditions and requirements applicable generally in this Policy to a Legal Entity.

d. Naming Rights, Advertising Rights or Sponsorship Benefits must not include depictions, words or phrases that are reasonably deemed to be harmful or otherwise developmentally inappropriate for the purpose of communication with, or public display to, children under six years of age. Examples of depictions, words or phrases that may be rejected under this Policy are those which:

- Are sexually suggestive or obscene;
- Promote unlawful discrimination on the basis of race, ethnicity, religion, or any other classification protected by law;
- Connote inappropriate violence or intimidation;
- Relate events, activities or behaviors that are criminal or otherwise violate law (including without limitation, violations or applicable environmental, controlled substance or safety laws); or
- Promote activities or products that are reasonably determined to be detrimental to the public health or safety.

C. Combinations Authorized. A Definitive Agreement may include the combination of Sponsorship Benefits, Advertising Rights and Naming Rights.

D. No Abrogation of Governmental Authority. A Definitive Agreement shall not confer on any person the enforceable power to direct, or implied power to direct, the Commission, the Department, the Planning Board or any Commission employee on matters of policy or any other governmental process, and any provision in such an agreement which purports otherwise is void *ab initio*. Without limiting the generality of the foregoing, the Planning Board will not consider an existing or future Naming Right, Advertising Right or Sponsorship Benefit in connection with the adjudication of any planning, zoning, subdivision or other regulatory activity authorized under the Land Use Article of the Maryland Annotated Code or the Montgomery County Code.

E. No Property Interest in Park Assets. A Definitive Agreement shall not confer on any person an enforceable right, entitlement, or other property interest of any sort

relating to the use, possession or control any Park Assets, real or personal properties (including, without limitation, an exclusive right to use any Park Asset), except as to a limited and non-exclusive right to use Commission trademarks or other intellectual property which may be authorized in the Definitive Agreement (Section IV(D) below). The specific or periodic use of any Park Asset by a party to a Definitive Agreement may only be authorized by park permit evaluated and approved by the Department in the ordinary course, and such use shall be subject to the party's strict compliance with the terms of any such permit and the Definitive Agreement. A Definitive Agreement may impose on the Department reasonable operating, maintenance or performance standards applicable to a Park Asset, and the Department may agree to undertake reasonable efforts to achieve compliance with those standards.

F. No Rights of Control Over Park Programs. A Definitive Agreement shall not confer on any person the enforceable power to direct or control, or implied power to direct or control, the Commission, the Department, the Planning Board, or any Commission employee or agent, relating to the operation of any Park Program, or otherwise limiting the discretion to operate a Park Program in a manner that comports with applicable laws, best practices, or the Commission's best interests, as determined in the Commission's sole, exclusive and unreviewable discretion. A Definitive Agreement may impose on the Department reasonable operating or performance standards applicable to a Park Program and the Department may agree to undertake reasonable efforts to achieve compliance with those standards.

G. Compliance With Law and Regulations Required.

[1] A Naming Right, Advertising Right or Sponsorship Benefit pertaining to a Park Asset may not be granted for any venue unless the use or occurrence of the specific products, services, conduct or activity associated with that name: (1) would be lawful for both Commission employees and patrons, (2) would not violate Commission rules and regulations, and (3) would not conflict with the orderly operation of the Park Asset, all as determined for the specific venue where the Naming Right is intended for public display or dissemination. By way of illustration, and not in limitation, a Naming Right may not be granted for a Legal Entity associated with cigarettes or alcoholic beverages for any Park Asset where smoking or consuming those beverages is prohibited, respectively.

[2] A Naming Right, Advertising Right or Sponsorship Benefit pertaining to a Park Program may not be granted unless the use or occurrence of the specific products, services, conduct or activity associated with that sponsor: (1) would be lawful for both Commission employees and patrons, (2) would not violate Commission rules and regulations, and (3) does not conflict with the specific Park Program, activity, facility or audience, all as determined for the program or venue where the Sponsorship Benefits are directed for public display or dissemination. By way of illustration, and not in limitation, a Sponsorship

Benefit for a product with substantial health risks may conflict with a Park Program intended to promote the health of children or youth, and may not be granted on that basis.

- H. No Endorsement. The Legal Entity entitled to a Naming Right, Advertising Right or Sponsorship Benefit shall not imply, suggest or publicize any inference to indicate that the Commission (Planning Board or Department) officially or otherwise commercially endorses the purchase and/or consumption of any product, service, activity or conduct. Any permission granted for a Legal Entity to use the Commission's name, logo or other intellectual property in connection with a Naming Right, Advertising Right or Sponsorship Benefit must be non-exclusive and specifically authorized under a Definitive Agreement, and the entity must expressly warrant its strict compliance with the terms of such use as granted.
- I. Disputes. Any applicant for a Naming Right, Advertising Right or Sponsorship Benefit who is aggrieved by a decision of the Foundation or Department may appeal that decision to the Planning Board. The Planning Board will provide the applicant with an opportunity to be heard and consider the basis of appeal on the merits. After due consideration, the Planning Board will provide its decision on the appeal in writing and that decision will be final.

V. GUIDELINES: NAMING RIGHTS AND ADVERTISING RIGHTS

- A. Fiscal Benefit. A Naming Right or Advertising Right will be granted for a Park Asset only if (a) the fiscal benefit derived by the Commission is substantial and commensurate with the value of the specific Park Asset involved, its physical or geographical significance, or the cost to repair, renovate or maintain that Park Asset, and (b) the Naming Right or Advertising Right does not conflict or impair compliance with any outstanding or potential tax-exempt bond obligation related to the Park Asset as determined by the Secretary-Treasurer for Commission-issued bonds or by the County Finance Director for County-issued bonds. A Naming Right will be granted for a Park Program only if the fiscal benefit derived by the Commission is appropriate in relation to the cost of operating the Park Program. The sufficiency of any fiscal benefit to be derived for a Naming Right will be determined at the discretion of the Director of the Department in consultation with the Secretary-Treasurer of the Commission, as appropriate.
- B. Duration. Each Definitive Agreement granting a Naming Right pertaining to a Park Asset must specify an appropriate term. A Naming Right pertaining to a Park Program (including an event) should be of an appropriate duration determined in relation to the specific program involved and the fiscal benefit derived by the Commission.

- C. Brevity. Where facility, building, landscape area, programs, or other related Commission asset is named for a Legal Entity, the name used should normally be the shortest name possible.
- D. Limitations on Naming Rights. Naming Rights will not be considered for entire parks regardless of classification. Only Park Assets that are facilities within parks (such as dog parks, ice rinks, playgrounds, etc.) will be eligible for Naming Rights.
- E. Commercial Content For Advertising. Subject to the eligibility criteria set forth above in this Policy, the design, layout and content of any Advertising messages must be commercially reasonable under the circumstances and approved by the Department prior to placement.

VI. GUIDELINES: SPONSORSHIPS

- A. Fiscal Benefit. Sponsorship Benefits will be granted for a Park Asset or Park Program only if the fiscal benefit derived by the Commission is appropriate. The sufficiency of any fiscal benefit to be derived for a Sponsorship Benefit will be determined in the discretion of the Director of the Department. The fiscal benefit derived from any Sponsorship should, at a minimum, be sufficient to cover:
 - All or a proportionate percentage of annual maintenance and/or program expenses for the Park Asset or Park Program being sponsored during the full term of the sponsorship;
 - Direct expenses incurred by the Department, including design, production and installation costs for signage and other recognition benefits; and,
 - An administrative fee for the Foundation of up to 12%.
- B. Commercial Content For Sponsorships. Sponsorship recognition messages may identify the Legal Entity but must not constitute advertising. Subject to the eligibility criteria set forth above in this Policy, the following content is ordinarily deemed appropriate:
 - The legally recognized name, trade name, or trademark of the sponsoring organization.
 - The sponsor's organizational slogan.
 - The sponsor's product or service line, described in brief, generic, objective terms.
 - Brief contact information for the sponsor's organization, such as phone number, address, or website.

VII. ADMINISTRATION

Pursuant to a written agreement between the Foundation and the Commission approved by the Planning Board and Foundation for the purpose of incorporating and implementing this policy, the process for Corporate Naming and Sponsorships will be administered by the Foundation in coordination with the Commission and the Department. This process includes, but is not limited to the marketing of Corporate Naming and Sponsorship opportunities, renaming, advertising, negotiating terms of Definitive Agreements, and presenting those agreements to the Commission or Department, as outlined below, for approval.

The Foundation is authorized to enter into negotiation with prospective sponsors for Park Assets and Park Programs deemed eligible by the Director of the Department and the Secretary-Treasurer per the criteria outlined in this policy. Terms negotiated by the Foundation must be approved by the Director of the Department and, if so approved, by the Executive Director or designee, prior to the execution of a Definitive Agreement. Signature authority for Definitive Agreements is designated as outlined below:

- A) Definitive Agreements for Park Assets that include Naming Rights require signature authorization by the Commission's Executive Director.

- B) Signature authority for Definitive Agreements for: (a) Park Programs that include Sponsorship Benefits, Naming Rights and/or Advertising Rights and/or (b) Park Assets that include Sponsorship Benefits and/or Advertising Rights may be delegated to the Director of the Department in writing by the Executive Director.

Each Definitive Agreement must include provisions for termination at will by the Commission under appropriate circumstances determined in the sole discretion of the Commission's Office of General Counsel, including without limitation, in the event (a) the Legal Entity or Governmental Entity becomes insolvent or files for bankruptcy, (b) a court or administrative tribunal of competent jurisdiction finds the entity has violated a law or regulation pertaining to unfair business or employment practices, or (c) activities involving moral turpitude.

The development of tiered sponsorship levels identifying the various Park Assets and Programs available for sponsorship and associated recognition benefits and standards will be subject to public review and presented to the Planning Board for approval before the program is implemented. At this time, thresholds for various levels of approval authority will be established for the Planning Board, Commission and Department.

Commencing six (6) months after the adoption of this policy by the Planning Board and every six (6) months thereafter, the Foundation and the Department will provide to the Planning Board, a description of the Definitive Agreements that have been approved and Park Assets and Programs that have been sponsored as a result of this Policy.

The Department is authorized to promulgate appropriate standards, policies and regulations necessary to effectuate the purpose of this policy.