

# **Hendricks County Parks and Recreation Board**

**Policy Name: Naming Rights**

**Adoption Date: January 10<sup>th</sup>, 2020**

**Amendment Date(s):**

## **I. Purpose and Scope**

The purpose of this Policy is to establish guidelines to govern the Hendricks County Park and Recreation Board in the development and management of a program of naming or renaming Park Assets or Park Programs to signify the name of a Legal Entity or Individual in exchange for providing financial or material in-kind support.

This Policy does not apply to gifts, grants or unsolicited donations undertaken for charitable purposes without a naming arrangement. This Policy also does not apply to Individuals or Legal Entities that have been issued a permit for a specific event.

## **II. Policy Statement**

The Board has determined that this Policy is necessary and appropriate to provide revenue for the benefit of the operation of the Department and is essential to develop, maintain, improve, expand, support, preserve, fund, encourage and sustain its Park Assets and Park Programs for the fiscal benefit of park 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 Board to create and enhance relationships with Legal Entities and Individuals through naming arrangements. This goal can be accomplished by providing local, regional and national businesses and individuals a method to become associated and involved with the facilities, activities and programs provided by the Board and the Department.

The Board delivers quality, life-enriching activities to a broad-base of the community. This translates into exceptional visibility for sponsors and supporters. The goal of this Policy is to further these opportunities for the ultimate benefit of the public.

### **III. General Provisions**

#### **A. Development of Asset and Program List**

The Board shall, from time to time, develop, update and maintain the Asset and Program List. The Board shall provide any entity deemed appropriate, on a case by case basis, with a current version of the Asset and Program List. Any amendments to the Asset and Program List must be approved by the Board.

#### **B. Naming Rights Committee**

The Board shall cooperate in the formation of a Naming Rights Committee that include at least the following members: Three appointed Board Members, Superintendent & involvement from any entity deemed appropriate, on a case by case basis.

#### **C. Exclusive Authority**

The Board shall have the exclusive authority to grant Naming Rights consistent with the terms of this Policy.

#### **D. Editorial Discretion**

The Board retains the right and discretion to exercise full editorial control over the placement, content, appearance and wording of Naming Rights. It is the intent of this Policy to avoid and minimize adverse impact on park visitors' overall experience and the visual qualities of the park environments.

#### **E. Eligibility Criteria**

The Board will evaluate each request on a case-by-case basis, utilizing the following Naming Rights criteria:

1. Naming Rights are limited to the promotion or recognition of Legal Entities or Individuals that do not compete, impair or conflict with the mission, policies, goals or operations of the Board, the Department or designated Park Assets or Park Programs.
2. Naming Rights must not include depictions, words or phrases that are deemed to be harmful to the mission of the Board or otherwise inappropriate, including but not limited to depictions, words or phrases that: (a) are sexually suggestive or obscene; (b) promote unlawful discrimination on the basis of race, ethnicity, religion, or any other classification protected by law; (c) connote inappropriate violence or intimidation; (d) relate events, activities or behaviors that are criminal or otherwise violate law; or (e) promote activities or products that are reasonably determined to be detrimental to public health or safety.

**F. No Abrogation of Government Authority**

A Naming Agreement will not provide a Legal Entity or Individual the enforceable or implied power to direct the Board or the Department on matters of policy or any other governmental process.

**G. No Property Interest in Park Assets**

A Naming Agreement will not provide a Legal Entity or Individual an enforceable right, entitlement, or other property interest of any kind relating to the use, possession or control of 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 Board trademarks or other intellectual property which may be authorized in the Naming Agreement. The specific or periodic use of any Park Asset by a party to a Naming Agreement may only be authorized by park permit evaluated and approved by the Board 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 terms of the Naming Agreement. A Naming Agreement may, with the Board's express approval, impose on the Department reasonable operating, maintenance or performance standards applicable to a Park Asset, and the Department may agree, with the Board's express approval, to undertake reasonable efforts to achieve compliance with those standards.

**H. No Rights of Control Over Park Programs**

A Naming Agreement will not provide a Legal Entity or Individual the enforceable or implied power to direct or control the Board or Department, or any employee of the Department, 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 Board's best interests, as determined by the Board's sole, exclusive and unreviewable discretion. A Naming Agreement may impose on the Department, with the Board's express approval, reasonable operating or performance standards applicable to a Park Program and the Department may agree, with the Board's express approval, to undertake reasonable efforts to achieve compliance with those standards.

**I. Compliance with Law and Regulations Required**

1. A Naming Right pertaining to a Park Asset will not be granted for any venue unless the use of the specific products, services, conduct or activity associated with that name, if any: (a) would be lawful for both Department employees and patrons; (b) would not violate Board rules and regulations; and (c) would not conflict with the orderly operation of the Park Asset. Example: A Naming Right shall not be granted for a Legal Entity associated with alcoholic beverages for any Park Asset where alcohol consumption is prohibited.
2. A Naming Right pertaining to a Park Program will not be granted unless the use of specific products, services, conduct or activity associated with that name, if any: (a) would be lawful for both Department employees and patrons; (b) would not violate Board rules and regulations; and (c) does not conflict with the specific Park Program, activity, facility or audience. Example: A Naming Right that is associated with 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.

**J. Endorsement**

The Legal Entity or Individual entitled to a Naming Right shall not imply, suggest or publicize any inference to indicate that the Board or Department officially or otherwise endorses the purchase and/or consumption of any product, service, activity or conduct. Any permission granted for a Legal Entity or an Individual to use the Board's or the Department's name, logo or other intellectual property in connection with a Naming Right must be non-exclusive and specifically authorized under a Naming Agreement and the Legal Entity or Individual must expressly warrant its strict compliance with the terms of such use as granted.

**K. Disputes**

Any applicant for a Naming Right who is aggrieved by a decision of the Policy Committee may appeal that decision to the Board. The Board will provide the applicant with an opportunity to be heard and consider the basis of the appeal on the merits. After due consideration, the Board will provide its decision on the appeal in writing and that decision will be final.

#### **IV. Guidelines**

##### **A. Fiscal Benefit**

A Naming Right will be granted for a Park Asset only if: (1) the fiscal benefit derived by the Board is considerable and proportionate 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 (2) the Naming Right does not conflict or impair compliance with any outstanding legal or other obligation of the Board related to the Park Asset. A Naming Right will be granted for a Park Program only if the fiscal benefit derived by the Board 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 shall be determined at the sole discretion of the Park Board.

##### **B. Duration**

Each Naming Agreement pertaining to a Park Asset must specify an appropriate and limited term. A Naming Right pertaining to a Park Program (including a specific event) shall be of an appropriate duration determined in relation to the specific program involved and the fiscal benefit derived by the Board.

##### **C. Brevity**

When a Park Asset or Park Program is named for a Legal Entity or Individual, the name used should normally be the shortest name possible.

##### **D. Forming a Naming Agreement**

The Board and Superintendent will develop applicable terms and conditions pertaining to a Naming Agreement after an in-depth review of the Naming Rights Application.

## **V. Administration**

The process for granting Naming Rights will be administered by the Board, with assistance from the Superintendent and in coordination with the appropriate parties. This process includes but is not limited to the marketing of naming opportunities and negotiating the Naming Agreement Term.

Each Naming Agreement must include provisions for termination at will by the Board under appropriate circumstances determined in the sole discretion of the Board after consultation with the Board's legal counsel, including without limitation, in the event: (1) the Legal Entity or Individual becomes insolvent or files for bankruptcy; (2) the Legal Entity or Individual defaults on a payment obligation under the terms of a Naming Agreement; (3) a court or administrative body of competent jurisdiction finds the Legal Entity or Individual has violated a law or regulation; or (4) the Legal Entity or Individual engages in any activity involving moral turpitude, as determined by the sole discretion of the Board.

The Superintendent is authorized to develop appropriate standards, policies and regulations necessary to effectively manage this Policy, subject to approval by the Board. Review of the Naming Rights policy shall occur every 5 years, or on an as needed basis.