
Date

The following was adopted as Policy at the **Regular Council Meeting** held on March, 15 2016 by **Resolution No. 16.03.072**.

Purpose

This policy provides guidelines and establishes criteria for the District of Lake Country (the “District”) entering into Sponsorship Agreements with third parties where the Sponsor contributes funds, goods or services to the District in exchange for recognition, acknowledgment or other promotional considerations.

Policy

1. POLICY

- 1.1. The District supports entering into Sponsorship Agreements with third parties where such partnerships are mutually beneficial and consistent with all applicable District bylaws and policies.
- 1.2. Unsolicited gifts or donations to the District where no reciprocal benefit is expected or required are not considered Sponsorship. If a benefit is provided to a contributor, the principles of this policy apply.
- 1.3. This policy does not apply to:
 - (a) naming rights;
 - (b) funding provided by the District to outside organizations;
 - (c) funding received by the District through formal grant programs;
 - (d) third parties who lease District property or hold permits with the District for activities and events.

2. DEFINITIONS

“**Director**” means the person appointed to the position of Director for the District of Lake Country, or their designate.

“**Donation**” includes gift and means an unsolicited, voluntary contribution to the District for which there is no reciprocal benefit expected or required from the District. Donations are eligible for a tax receipt.

“**Sponsor**” means the individual, company or organization providing funds, goods or services to the District in exchange for recognition, acknowledgment or other promotional considerations.

“**Sponsorship**” means a mutually-beneficial arrangement between the District and a third party where the third party contributes funds, goods or services to the District in exchange for recognition, acknowledgement or promotional considerations. Sponsorship is not eligible for a tax receipt. Sponsorship is not advertising.

Advertising is the direct promotion of a company bought for that specific purpose and is a quantitative medium. Sponsorship is a qualitative medium used to promote a company in association with a certain event. **“Sponsorship Agreement”** means a contractual agreement between parties, setting out the exchange of benefits between the District and a third party for a specified period of time. A Sponsorship Agreement template is provided in [Schedule A](#), which may be amended from time to time or as required for the purposes of negotiating an agreement.

3. AUTHORITY/PROCEDURE

- 3.1. District staff may solicit Sponsorships through a non-competitive process.
- 3.2. The District reserves the unrestricted right to reject any and all Sponsorship proposals at their sole discretion.
- 3.3. District staff may solicit, negotiate and enter into Sponsorship Agreements where:
 - (a) the Sponsorship complies with this policy;
 - (b) the Sponsorship does not involve naming rights; and
 - (c) Sponsorship does not exceed \$10,000 per year.
- 3.4. Sponsorship Agreements exceeding \$10,000 per year require Council approval.
- 3.5. Sponsorship Agreements shall be confirmed in writing using the template provided in Schedule A, which may be amended as required.
- 3.6. Sponsorship Agreement’s shall be signed by a Director, the Corporate Officer or the Chief Administrative Officer for the District and by the Sponsor’s authorized representative. A copy of the fully signed Agreement shall be provided to the Corporate Officer.

4. TAX RECEIPTS

- 4.1. Contributions made in exchange for consideration of a right, privilege, material benefit or advantage such as promotion or advertising do not qualify for a tax receipt under the Income Tax Act.
- 4.2. Unsolicited voluntary contributions to the District for which there is no return benefit expected or required from the District are eligible for a tax receipt. Contributors eligible for a tax receipt can be recognized so long as the recognition involves no special treatment and the recognition is nominal. Any special recognition or advertising for a contribution constitutes Sponsorship and a tax receipt cannot be issued.

5. SPONSORSHIP CRITERIA

- 5.1. Sponsorships must be non-political, non-partisan, non-racist, non-sexist, non-violent and not demeaning or derogatory.
- 5.2. Sponsorship must be considered in the public interest of the District and shall enhance service or support a community based need or initiative.
- 5.3. Funds, goods or services contributed to the District shall not be used to supplement the District’s general revenue or reserves.

- 5.4. Sponsorship must not interfere with the District's provision of services, commitments or contractual obligations and must not be in conflict with the goals, objectives, policies or bylaws of the District.
- 5.5. Sponsorship must not create an ongoing financial obligation to the District beyond the agreement.
- 5.6. No additional resources shall be allocated to support a Sponsorship or its implementation without prior approval of the Chief Administrative Officer.
- 5.7. Sponsorship must not convey a personal benefit, directly or indirectly to any particular District employee or official.
- 5.8. Sponsorship must not result in, or be perceived to result in, any competitive advantage, benefit or preferential treatment for the Sponsor outside of the agreement.
- 5.9. The District shall not provide or offer the same benefits provided to Sponsors, to non-sponsors.

6. SPONSOR RESTRICTIONS

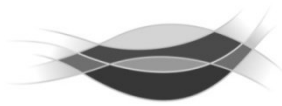
- 6.1. As a result of entering into a Sponsorship Agreement there shall be:
 - (a) no expectation of favour or consideration for a Sponsor by the District;
 - (b) no actual or implied obligation to purchase the product or services of the Sponsor;
 - (c) no endorsement of a Sponsors products, services or ideas;
 - (d) no form of indemnification provided to any Sponsor;
 - (e) no loss of jurisdiction or authority to the District;
 - (f) no access by the Sponsor to personal information held by the District.
- 6.2. The Sponsor shall adhere to the conditions contained in the District's Sponsorship Policy.
- 6.3. Any assets resulting from donations or Sponsorships shall become the sole property of the District.
- 6.4. All Sponsorship Agreements shall be for a fixed term and shall not exceed five (5) years.

7. RECOGNITION

- 7.1. Benefits to the Sponsor are limited to the formal recognition set out in the Sponsorship Agreement.
- 7.2. Any promotion by the Sponsor acknowledging or mentioning the District must be pre-approved by the District.
- 7.3. Use of the District's logo in combination with the Sponsor's logo will be in keeping with the District's logo use policies.
- 7.4. Use of Sponsor logos and links to and from the District's website are permitted with the exception of permitting logos on the District's homepage.

Original signed by James Baker
Mayor

Original signed by Reyna Seabrook
Corporate Officer



LAKE COUNTRY
Life. The Okanagan Way.

Sponsorship Agreement

District of Lake Country
10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1
t: 250-766-6677 f: 250-766-0200
lakecountry.bc.ca

This Sponsor (the "Sponsor") and the District of Lake Country (the "District") hereby enter into this Sponsorship Agreement (the "Agreement") where the Sponsor agrees to provide funds, goods or services to the District in exchange for recognition, acknowledgement or other promotional considerations, subject to the terms and conditions contained herein:

Date:			
Sponsor:			
Contact:			
Phone:		Email:	
Address:			
Website/Links:			

THE SPONSOR AGREES TO PROVIDE THE FOLLOWING:
THE DISTRICT AGREES TO PROVIDE THE FOLLOWING:

- TERM:** The Term of this Agreement shall be for _____, commencing on the Date first written above.
- ASSETS:** Upon conclusion or earlier termination of this Agreement any assets resulting from the Agreement will become the sole property of the District.
- RESTRICTIONS:** As a result of entering into this Agreement, the Sponsor acknowledges that there shall be:
 - no expectation of favour or consideration for a Sponsor by the District;
 - no actual or implied obligation to purchase the product or services of the Sponsor;
 - no endorsement of a Sponsors products, services or ideas by the District;
 - no form of indemnification provided to any Sponsor;

Sponsorship Agreement

- (e) no loss of jurisdiction or authority to the District;
 - (f) no access by the Sponsor to personal information held by the District.
4. **DEFAULT:** The Sponsor agrees that the following shall constitute default under this Agreement and in event of such default, the District shall have the right to immediately terminate the Agreement:
- (a) Failure to make any agreed upon payments;
 - (b) The Sponsor becoming insolvent or bankrupt;
 - (c) Breach of any conditions contained herein;
 - (d) The public image of the Sponsor reflects poorly or conflicts with the activities of the District;
 - (e) Violation of any District rules, regulations, bylaws or policies.
5. **COMPLIANCE WITH LAWS:** The Sponsor agrees to comply with, at its sole expense: all applicable laws, rules and regulations; practices, procedures and policies of the District; and any special instructions given to the Sponsor by the District.
6. **INSURANCE:** Any applicable insurance requirements will be the responsibility of the Sponsor. The District will define limits and amounts required if applicable.
7. **ASSIGNMENT:** The Sponsor shall not assign, transfer or otherwise set over this Agreement in whole or in part without the prior written consent of the District.
8. **INDEMNIFICATION:** The Sponsor agrees to indemnify, defend and hold harmless the District, its agents, servants, employees, trustees, officers and representatives from any liability, loss or damage which the District may suffer as a result of any claims, demands, costs, actions, causes of actions, or judgments, including legal fees, asserted against or incurred by the District arising out of, during, or as a result of the provision of services outlined in the Agreement except such liability, loss, or damage which is the result of, or arising out of, the sole negligence of the District.
9. **DISPUTE:** If there is any dispute regarding the interpretation, performance or an alleged breach of the Agreement, either party may give written notice of dispute to the other party and the parties, or their representatives, will attempt in good faith and using reasonable efforts to resolve the matter equitably to the satisfaction of both parties. If the parties cannot resolve the dispute within thirty (30) business days after the notice of dispute is given, the District may terminate this Agreement pursuant to the provisions herein.

DISTRICT OF LAKE COUNTRY

SPONSOR

Signature:

Signature:

Print Name:
Title:

Print Name: