

The Corporation of the Township of Centre Wellington

By-law 2026-25

A By-law to Adopt a Donation, Sponsorship and Naming Rights Policy
and to Repeal By-law 2023-04

Now Therefore the Council of the Corporation of the Township of Centre Wellington hereby enacts as follows:

1. **That** the Donation, Sponsorship and Naming Rights Policy is hereby adopted as attached hereto as Schedule "A".
2. By-law 2023-04 is hereby repealed.
3. This By-law shall come into force and take effect upon its final passing.

Read a first, second and third time and finally passed this 13th day of April, 2026.



Mayor – Shawn Watters



Clerk – Kerri O'Kane

Policy Name	Donation, Sponsorship and Naming Rights Policy	Department	Community Services
Effective Date		Revision Date	
Approved By			
Related Policy			

1. Purpose

The purpose of this policy is to provide a framework for the Township to administer and manage the Community Partnership program, including donations, sponsorships and naming rights opportunities. This policy sets out the procedures in accordance with the Income Tax Act and the Canada Revenue Agency (CRA) guidelines and standards for:

- Acceptance of donations in a responsible, transparent and accountable manner that is consistent with the Township's values, principles and objectives;
- Issuing Official Income Tax Receipts to donors for income tax purposes; and,
- Collection, recording and disbursement of donations.

All donations, sponsorships and naming rights shall be consistent with the Township's vision, mission and values and will not compromise or contradict any by-law or policy of the Township or reflect negatively on the Township's public image.

2. Definitions

Agreement is a written contract or formal written arrangement that sets out obligations for the Township and the external party, including Donation Agreements, Sponsorship Agreements, and Naming Rights Agreements.

Advertising is a commercial message directed at a specific audience, typically paid for by the advertiser and does not imply an association between the advertiser and the Township beyond the placement of the message.

Council means the municipal Council of the Township of Centre Wellington.

Donation refers to a voluntary transfer of cash or property, such as securities, gifts, services in-kind, made to the Township without the donor receiving and without the Township providing any advertising, marketing or other material benefit to the donor or any individual or organization designated by the donor. Where the Township is authorized and where CRA requirements are met, a donation may be eligible for an official charitable donation receipt for income tax purposes and are not taxable.

In-Kind refers to a contribution of goods or services provided to the Township where no money is exchanged between the two organizations. In-kind services may be in the form of a sponsorship (in-

kind) or a donation (in-kind), depending on whether the contributor receives a marketing or recognition benefit under an Agreement.

Confidential Donation means a Donation in which the donor requests that their identity not be publicly disclosed (e.g., on signage, publications, media releases, websites, or recognition materials), but the donor's identity is collected and retained by the Township for purposes including financial controls, receipting, auditing, and administration.

Naming Rights means a contractual agreement for a defined period of time where a third party provides goods, services, or financial contribution in return for access to the commercial/marketing potential associated with rights for the inclusion and public display of the third party's name as part of the name of a Township Asset or subcomponent of a Township Asset. Naming Rights are not eligible for a charitable income tax receipt and are taxable.

Restricted Donation is a donation given for a specific purpose or project, with conditions on how it is to be used.

Significant Value is a donation of \$50,000 or greater, or any donation whose cumulative value over multiple instalments, years or combined projects reaches \$50,000 or more.

Sponsor refers to the business, not-for-profit organization or individual that enters into an Agreement to contribute financially or in-kind to the Township in exchange for Sponsorship or Naming Rights benefits.

Sponsorship means a marketing-oriented, contractual arrangement that involves the payment of a fee or payment in kind in return for the rights to a public association with an activity, item, person, or property for mutual commercial benefit. Sponsorships can take the form of financial assistance, non-cash goods, or contributions of skills or resources. Sponsorships are not eligible for charitable income tax receipts and are taxable.

Community Partnerships Staff Working Group is the internal oversight body for the Township's Community Partnership program.

Township Asset refers to an item, object, thing (including a service, program, event or activity) or real estate property owned by the Township of Centre Wellington.

3. Application and Scope

3.1 Application

The Policy applies to the administration of the Township of Centre Wellington's Community Partnership Program, including Donations, Sponsorships and Naming Rights, involving community partners, businesses, not-for-profit organizations and individuals that contribute either financially or in-kind to the Township.

This policy applies where:

- A contribution is provided as a Donation, with no advertising, marketing or other material benefit to the donor beyond nominal acknowledgement, if any; and/or

- A contribution is provided under a Sponsorship or Naming Rights arrangement in return for recognition, public acknowledgement, and/or promotional considerations as set out in an Agreement.

3.2 Donations Scope

Donations may be accepted by the Township to support municipal services, programs, initiatives, facilities, amenities, or community projects that are owned, operated, managed, or supported by the Township. Donations may include, but are not limited to:

- Financial contributions to support Township programs, initiatives, services, or community events;
- Capital contributions toward the development, enhancement, or improvement of Township facilities, amenities, parks, trails, recreational infrastructure, cultural assets, or public spaces;
- In-kind contributions, including materials, equipment, supplies, or professional services that support Township programs, facilities, or initiatives;
- Community enhancement contributions, such as public art, cultural features, heritage elements, or amenities that enhance public spaces or community experiences; and,
- Project-specific or general contributions that support Township priorities or community initiatives as determined by the Township.

Acceptance of donations does not imply endorsement of the donor or donor organization, and recognition of donations will be provided in accordance with this Policy.

Donations do not include arrangements where promotional, advertising, or naming benefits are provided to the donor, which are addressed under the Sponsorship and Naming Rights sections of this Policy.

3.3 Sponsorship Scope

Sponsorships may be sought by the Township for Township Assets that include services, programs, initiatives, attractions, special events, amenities, or facilities owned, operated, managed, hosted, or supported by the Township.

3.4 Naming Rights Scope

Naming Rights may be sought by the Township for:

- a) The sub-component of a Township Asset (i.e. interior arenas, pools, gym, lobbies, meeting rooms, outdoor rinks, sports fields, dog parks, trails, etc.); and,
- b) The exterior of a Township asset, including buildings, facilities, and outdoor spaces.

3.5 Exceptions

This policy does not apply to:

- a) Events hosted exclusively by Members of Council (e.g., Member-led or Member-organized events);

- b) Independent foundations, registered charitable organizations or not-for-profit organizations that the Township is a beneficiary or participant in and where the relationship is governed by separate agreements or governance arrangements (e.g., arm's length fundraising foundations);
- c) Township sponsorship of external projects where the Township provides funds to an external organization (i.e., the Township is the sponsor/funder rather than the recipient);
- d) Third parties holding temporary permits with the Township for activities or events, where any fee or payment is strictly permit-related;
- e) Sale of advertising where space is sold at established market rates as an advertising transaction (i.e., not Sponsorship);
- f) Strategic alliances/ partnerships and other contractual relationships managed under other Township authorities and policies, including (without limitation), tenant-landlord relationships, pouring rights, concession contracts, other contracts in accordance with the Township's Purchasing by-law, development agreements, cooperative marketing initiatives or other partnership agreements managed by the Township; and,
- g) Sponsorship and Naming Rights Agreements that pre-date the approval of this Policy, until such time as they are renewed, extended, or materially amended, at which point this Policy will apply to the renewed/ extended/ amended portion.

4. Outcomes

This policy is intended to achieve the following outcomes:

- a) Create a standardized approach for donations and a consistent evaluation framework for Sponsorships and Naming Rights;
- b) Increase the number of Sponsorships and Naming Rights opportunities secured for community and economic benefit; and,
- c) Safeguarding the corporate values, image, assets, and interests of the Township.

5. General Requirements of Donations, Sponsorships and Naming Rights

5.1 Donations, Sponsorships and Naming Rights General Requirements

All Sponsorships and Naming Rights shall be consistent with the Township's corporate vision, mission and values and will not compromise or contradict any by-law or policy of the Township, nor contravene any federal or provincial law or regulation, nor reflect negatively on the Township's public image. General requirements are as follows:

- a) Opportunities and proposals will be considered in an open, fair and equitable manner with decision-making that is transparent and defensible;
- b) The Township reserves the right, in its sole discretion, to decline any proposed donation, sponsorship or naming rights arrangement;
- c) The Township will determine on a case-by-case basis if the Sponsorship or Naming Rights opportunity is a single-source or competitive bid process;
- d) Unsolicited Donations, Sponsorships or Naming Rights proposals received by the Township will be reviewed and evaluated for compliance with the Township's policies and procedures;
- e) Past agreements should not be regarded as a commitment for future agreements;

- f) In entering into an agreement, the Township does not endorse the products, services or views of Sponsors or those providing donations;
- g) In compliance with Township policies, the Township reserves the right to terminate, at its sole discretion, an existing Donation, Sponsorship or Naming Rights Agreement, should conditions arise that make it no longer in the best interests of the Township or otherwise not in compliance with Township policy;
- h) Donations, Sponsorships and Naming Rights proposals shall be in writing and outline the benefits/deliverables to be exchanged between both parties and the term (duration) of the agreement;
- i) Recommendations shall demonstrate appropriate due diligence, which may include market research and a valuation of the Township asset/program proposed to be sponsored or named;
- j) Sponsorships and Naming Rights may be directly solicited by the Community Services Department and/or may be received as unsolicited proposals. All unsolicited proposals will be reviewed and evaluated for compliance with Township policies and procedures; and,
- k) The term of Sponsorship and Naming Rights agreements shall not exceed ten (10) years unless otherwise approved in accordance with this Policy.

Any agreement shall include appropriate protections related to Township intellectual property (name, logo, emblems) and reputation, including restrictions on use of Township intellectual property and any other act the Township determines to be objectionable and/or a risk to the Township's reputation, integrity, image or rights.

5.2 Criteria for Donations, Sponsorships and Naming Rights

- a) The Township will not solicit or accept Donations, Sponsorships or Naming Rights from entities whose reputation or activities could reasonably be expected to prove detrimental to the Township's public image, integrity or public confidence.
- b) The Township will not solicit or accept Donations, Sponsorships or Naming Rights from companies whose main business is derived from, involves, or promotes:
 - i. The sale of tobacco, cannabis or vaping products.
 - ii. Religious or political groups, factions, organizations or advocates.
 - iii. Pornography or sexually explicit materials;
 - iv. Production, distribution, and sale of weapons and other life-threatening products.
 - v. Imaging or messaging that is derogatory, prejudicial, harmful or intolerant of any specific group or individual as defined in the Ontario Human Rights Code;
 - vi. Entities in legal dispute and/or otherwise disqualified from doing business with the Township; and,
 - vii. Entities currently not in good standing with the Township (i.e., current violation of by-law, under litigation, or in arrears).
- c) Donations, Sponsorships and Naming Rights arrangements must not influence, or be perceived to influence, the day-to-day business, decision-making, or operations of the Township.
- d) The relationship must not cause a Township employee or Member of Council to receive any product, service, or asset for personal gain or use;

- e) The Township must remain in control of the planning, delivery, and management of the program/service/property subject to Donations, Sponsorships or Naming Rights; and,
- f) Entities that make or sell alcohol may be considered for sponsorship or naming rights where appropriate to the nature of the facility/event and consistent with Township direction. Such sponsorships will not be permitted for youth-focused events, minor sports, or any events where the majority of participants are eighteen (18) years of age or under.

5.3 Conditions of Donations, Sponsorships and Naming Rights

- a) Agreements must be arranged for a fixed term, benefits must be expressly stated in the agreement, and any agreement is non-transferable without the written consent of the Township;
- b) Recognition shall not unduly detract from physical attributes, character, integrity, or safety of the property or reasonably interfere with its enjoyment or use;
- c) Naming Rights agreements must consider the cost and impact of changing existing signage and rebuilding community recognition, and incorporate those costs into the agreement;
- d) Any Donations, Sponsorships or Naming Rights use shall respect the use of the Township's name, logo and emblems;
- e) Acceptance shall be based on, but not limited to, the following criteria:
 - i. Value of the product, services and monetary value provided to the Township;
 - ii. Consistent with the vision, policies, and goals of the Township; and,
 - iii. Must enhance the development, delivery, awareness, or continuance of one or more Township programs, services, or properties.

5.4 Donations General Requirements

- a) Donations may be accepted as cash or as gifts-in-kind, or a combination of both, and may be unrestricted or restricted;
- b) Donor recognition may be provided where appropriate; however, where a donor receives advertising, marketing, or other material benefits, the arrangement will be treated as Sponsorship or Naming Rights (as applicable), not a Donation;
- c) The Township may accept Confidential Donations, including restricted confidential donations, where the donor's identity is known by the Township for receipting, internal controls, and audit, but is not publicly disclosed, subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and other legal requirements (addressed in the Privacy/MFIPPA section);
- d) A donation may be accepted without a formal Donation Agreement where staff determine that no written agreement is required (e.g., an unrestricted donation with standard receipting and acknowledgement). Where a Donation Agreement is required, it shall be approved in accordance with section 7.4; and,
- e) Donations from external organizations must comply with all applicable federal and provincial legislation and regulations. In particular, funds raised through lottery-licensed activities (e.g., raffles, bingo) may be subject to restrictions under the Alcohol and Gaming Commission of Ontario (AGCO) Licensing Policy Manual and may not be eligible for use toward capital projects or improvements on municipally owned land or buildings. The Township may request confirmation of the source of funds to ensure compliance.

5.5 Restricted Donations

- a) The Township may accept Restricted Donations, being a donation given for a specific purpose or project with conditions on how it is to be used, as outlined in this Policy.
- b) All Restricted Donations must be reviewed to ensure that the proposed restriction:
 - aligns with the Township's vision, mission, values, and strategic priorities;
 - is consistent with applicable legislation, by-laws, and Township policies;
 - does not create undue financial, legal, operational, or reputational risk to the Township; and,
 - does not fetter the legislative or administrative authority of Council or staff.
- c) Acceptance of any Restricted Donation that includes conditions or limitations on its use shall require approval by Township Council where the restriction:
 - materially affects the use of a Township Asset, program, or service;
 - creates ongoing financial, operational, or maintenance obligations; or,
 - limits future decision-making by Council or the Township.

Council approval shall include both acceptance of the Donation and approval of the nature and terms of the restriction.

- d) Restricted Donations will only be accepted where the proposed purpose aligns with a Township initiative, program, project, or priority that has been approved by Council or is otherwise authorized within the Township's approved plans and budgets.
- e) Where a donor proposes a restriction for a new initiative, program, or project that has not been previously approved, staff shall refer the proposed Donation and its conditions to Council for consideration. Council shall determine whether to:
 - accept the Donation and approve the proposed initiative;
 - accept the Donation with modified terms; or
 - decline the Donation.
- f) The Township reserves the right to decline, modify, or negotiate the terms of any Restricted Donation where the restriction:
 - is overly prescriptive or impractical to administer;
 - conflicts with Township priorities or planned use of the asset or program;
 - creates inequity in access or benefit to the community; or,
 - may expose the Township to future financial liability.
- g) All Restricted Donations shall be documented through a written Donation Agreement that clearly outlines:
 - the purpose and permitted use of the Donation;
 - any timelines, milestones, or conditions;

- recognition (if any);
- responsibilities of both parties; and,
- provisions addressing unused funds, project changes, or termination.

- h) Where a Restricted Donation is intended for a capital project, staff shall confirm that the source of funds complies with all applicable legislation and regulations, including restrictions related to lottery-licensed fundraising.
- i) The Township will make reasonable efforts to honour donor intent; however, where the original purpose of a Restricted Donation becomes no longer feasible or appropriate, the Township reserves the right, subject to Council approval where required, to redirect the funds to a similar purpose that aligns with the original intent.
- j) The Township will not accept or retain funds for unapproved initiatives. Where a Donation is received with restrictions that are not approved by Council, the funds shall be returned to the donor.

5.6 Approval of Agreements

Through the Delegation of Authority By-law, Staff are authorized to enter into Donation Agreements, Sponsorship Agreements and Naming Rights Agreements, as outlined in the following subsections.

5.6.1 Agreements \$50,000 or less

The Township's Managing Director of Community Services is authorized to approve and may execute all Donation, Sponsorship, and Naming Rights Agreements with a value equal to \$50,000 or less, provided the Agreement satisfies all provisions of this Policy.

5.6.2 Agreements over \$50,000

The Township's Chief Administrative Officer (CAO) is authorized to approve and may execute all Donation, Sponsorship, and Naming Rights Agreements with a value exceeding \$50,000, provided the Agreement satisfies all provisions of this Policy.

5.6.3 Valuation of Agreements

The value of any Agreement shall be the aggregate of all monies and the value of goods and/or services that might be given over the term of the Agreement, including any renewals or extensions or optional terms.

5.6.4 Township Council

Township Council approval is required for:

- a) any Agreement that does not satisfy the provisions of this Policy; or,
- b) some Restricted Donations, as outlined in Section 5.5.

5.7 Change in Circumstances

The Township will make reasonable efforts to honour the intent of Agreements; however, all Township assets, programs, and services are subject to change based on operational requirements, financial sustainability, safety considerations, and Council-approved priorities.

The Township does not guarantee the ongoing existence, operation, or maintenance of any specific asset, feature, program, or initiative in perpetuity.

Where a Township asset, program, or initiative supported by Agreement is modified, relocated, or discontinued, the Township reserves the right to:

- remove or alter a donated feature or improvement; and/or
- redirect any remaining funds or value to a similar purpose that aligns with the original intent of the Agreement, where feasible.

No compensation shall be provided for changes made in accordance with this section.

6. Roles and Responsibilities

6.1 Community Partnerships Staff Working Group

The roles and responsibilities are:

- a) Provide strategic direction for the Community Partnership Program, including Donations, Sponsorships and Naming Rights;
- b) Assessing new opportunities against the vision, mission and values and alignment with Council priorities;
- c) Reviewing and advising on higher-risk or higher-complexity proposals (e.g., Restricted Donations, confidential/publicly anonymous donations of significant value or sensitivity, Sponsorships, and Naming Rights);
- d) Identifying areas of potential interdepartmental collaboration;
- e) Supporting openness and equitable opportunities for Sponsorship/Naming Rights opportunities where solicitation or competitive processes are used;
- f) Ensuring value to the residents and the Corporation; and,
- g) Confirming the Township has sufficient resources (staff and financial) to administer Donations, Sponsorships, and Naming Rights without compromising the effective delivery of municipal services.

6.2 Community Services – Community Development Division

The roles and responsibilities are:

- a) Leading program intake and coordination for Township-wide Community Partnership Program opportunities, including Donations, Sponsorships and Naming Rights;
- b) Soliciting and/or receiving proposals and managing all aspects of a proposal, including due diligence, asset/program analysis and value assessment (where applicable);
- c) Coordinating the development and administration of Agreements (Donation Agreements, Sponsorship Agreements, Naming Rights Agreements), including internal review, approvals,

execution, reporting, performance, management, file management and recognition commitments;

- d) Ensuring that all relevant by-laws and policies are adhered to, approval authorities are respected, and, where applicable, that insurance, indemnification, ethical scans, permits and risk controls have been addressed;
- e) Ensuring that all Agreements reflect the Township's best interests and clearly set out deliverables and responsibilities of participating departments;
- f) Ensuring that all Agreements consider the provisions noted in this Policy;
- g) Maintaining a central log of all Agreements and contributions, and maintaining communications with the Donors/ Sponsors (as appropriate); and
- h) Working with the Township's Finance and Communications Divisions to ensure donation receipting, recognition, and confidentiality requests are administered in accordance with this Policy.

6.3 Finance Division

The roles and responsibilities are:

- a) Receiving, depositing, recording, and reconciling donations and other contributions in accordance with Township financial controls;
- b) Determining receipting eligibility and issuing official donation receipts where permitted and where CRA requirements are met;
- c) Maintaining donor identity records required for receipting, audit, and financial controls, including for Confidential (Publicly Anonymous) Donations; and,
- d) Providing financial reporting information to support monitoring and compliance under this Policy.

6.4 Legislative Services Division

- a) Advising on records management, privacy, and access requirements; and,
- b) Processing access-to-information requests under MFIPPA that may involve Donation/ Sponsorship/ Naming Rights records, including records related to confidential donations.

6.5 Township Council

- a) Approving any Agreement that does not satisfy the provisions of this Policy, and any other matters requiring Council approval as set out in this Policy and the Delegation of Authority By-law.

7. Monitoring and Compliance

7.1 Reporting to Council

In accordance with the Delegation of Authority By-law and Council direction, an annual report to Council will be presented on the total value of:

- a) Donations, with active agreements, received through the Community Partnership Program (cash and in-kind); and,

- b) Sponsorship and Naming Rights contributions (cash and in-kind), including active agreements and material changes/terminations, as applicable.

Where donors have requested public anonymity (Confidential Donations), reporting will not disclose donor identity and will be presented in an aggregated format (e.g., by program, fund, asset category, or total), unless disclosure is otherwise required by law.

7.2 Standardized Agreement Forms and Legal Review

All Agreements (Donation Agreements, Sponsorship Agreements, and Naming Rights Agreements) will follow the approved legal forms appropriate to the arrangement's size, complexity, and risk. Any deviations from the standardized forms will be subject to legal review. Note that standard templates of Agreements have been included as **Attachments A and B** to this policy. **Attachment C** is sample declaration form for Donations not covered under Agreement, to confirm the donation complies with AGCO requirements.

7.3 Agreement Approval

All Agreements must be approved and executed by the applicable Township approval authority in accordance with this Policy and the Delegation of Authority By-law.

7.4 Documentation Requirements (Agreements vs. Non-Agreement Donations)

Sponsorship and Naming Rights arrangements must be confirmed through a written Agreement outlining, as applicable, the benefits/deliverables, roles and responsibilities, fees/value, term/duration, insurance/indemnity, and other agreed terms.

Donations will be documented in a manner appropriate to the nature of the Donation, which may include a Donation receipt, an acknowledgement letter, and/or a Donation Agreement.

A written Donation Agreement will be required where one or more of the following apply:

- a) The Donation is restricted to a specific purpose, program, project, or capital asset (i.e., a Restricted Donation);
- b) The Donation will be paid over multiple instalments or over multiple years;
- c) The Donation is conditional, including where the donor has specified expectations regarding recognition, reporting, timelines, or outcomes;
- d) The Donation involves significant value, as determined by the Township's delegated authority framework;
- e) The Donation may create ongoing financial, operational, or maintenance obligations for the Township;
- f) The Donation involves capital infrastructure, public art, land, equipment, or other non-cash assets; and,
- g) The Township determines that a written agreement is necessary to protect donor intent or the Township's interests.

A formal Donation Agreement is not required for unrestricted, one-time Donations, which will be acknowledged through standard financial documentation, such as a Donation receipt and/or acknowledgement letter.

8. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

The Township is committed to protecting the privacy of donors. Personal information collected will be managed in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and used solely for the purposes of administering the Township's Donation, Sponsorship and Naming Rights Policy. The Township:

- a) may accept Confidential Donations, including restricted confidential donations, where the donor's identity is known to the Township for financial administration, receipting, internal controls, and audit purposes but is not publicly disclosed;
- b) will obtain the consent of the donor prior to public recognition of a donor;
- c) will not sell, trade, or otherwise distribute donor information to third parties; and,
- d) will make reasonable efforts to respect donor confidentiality. All records held by the Township are subject to MFIPPA, as such, information related to donations, sponsorships, or naming rights may be disclosed where required by law.

Attachment A: Sample Donation Agreement

For illustrative purposes only – not an active agreement. Actual agreements will be tailored to the specific asset, donor, and terms and are subject to Township approval.

THIS AGREEMENT made the ____ day of _____, 2026 (this “**Agreement**”).

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CENTRE WELLINGTON

(hereinafter called the “**Township**”)

-and-

#####

(hereinafter called the “**Funder**”)

(each a “**Party**” and, collectively, the “**Parties**”)

WHEREAS:

- A.** The Township is the registered owner of the lands municipally known as #####, and legally described in Schedule “A” attached hereto (the “**Project Site**”);
- B.** The Funder has agreed to donate all of the monies required to upgrade the gardens in the associated lands (the “**Gardens**”) and to the benefit of residents in the Township of Centre Wellington thereby;
- C.** The Township will enter into agreements with separate third-party entities, who will carry out the design and construction of the Gardens (the “**Project**”);
- D.** The procurement of goods or services financed primarily from donations is exempt from the purchasing and reporting methods as described in the Procurement Policy made under the

NOW THEREFORE, in consideration of the matters agreed to herein and in consideration of Two (\$2.00) Dollars paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the Funder and the Township hereto covenant and agree as follows:

1. The Funder's Funding Obligations

Upon executing this Agreement and by way of confirming that funding is secured, the Funder shall deposit with the Township the monies that will be donated for the purposes of the Project (the "**Donation**"), pursuant to the estimate as set out in Schedule "C" to this Agreement (the "**Project Costs**").

2. Township's Construction Covenants

- (a) The Township covenants to arrange for the undertaking and carrying out the Project in the Project Site, at the location described in Schedule "A" and in the style and design depicted in Schedule "B", at the sole cost and expense of the Funder (the "**Project Site Improvements**").
- (b) The Township and the Funder hereby agree that the Donation is conditional upon the Township contracting with Creo Concepts Inc. (the "**Contractor**") for the purposes of the Project. While reporting directly to the Township, the Contractor shall prepare drawings and specifications outlining and detailing the installation of the Project Site Improvements, confirm that they conform to Township standards, and conduct reviews of the work being performed throughout the Term, as defined herein. The Township will provide the said drawings to the Funder for its approval as to the scope of the work. In accordance with Section 2 of this Agreement, upon the Parties' execution of this Agreement, the Funder will deliver to the Township the Project Costs, which, at that time, will be finalized based on a prior estimate received from the Contractor. Thereafter, the Township will execute its contract with the Contractor (the "**Contract**").

3. Timeline for Construction and Term

The Township agrees to complete the Project by no later than August 31, 2025, favourable weather and product availability permitting (the "**Timeline**"). The Timeline may be extended, subject to the Parties' mutual consent in writing. Notwithstanding the foregoing, the term of this Agreement shall commence on the Parties' execution of this Agreement and, unless expressly stated to the contrary, end upon final completion of the Project Site Improvements, subject to the warranty and guarantee periods as set out in the Contract (the "**Term**").

4. Site Security

The Township shall be responsible for ensuring that the Contractor secures the Project Site during the installation of the Project Site Improvements by directing that the Contractor install proper protective fencing around those areas in which the Project Site Improvements will be installed. The Project Site is a popular location and, as much as possible and if safe, those areas of the Project Site that are not subject to the installation of the Project Site Improvements will remain open to the public.

5. Source of Funding and Legislative Compliance

The Donor represents and warrants that all funds provided under this Agreement have been obtained and will be used in compliance with all applicable federal and provincial legislation and regulations.

Without limiting the generality of the foregoing, the Donor acknowledges that funds raised through lottery-licensed activities (including, but not limited to, raffles, bingo, or similar gaming activities) may be subject to restrictions under the Alcohol and Gaming Commission of Ontario (AGCO) Licensing Policy Manual. The Donor further acknowledges that such funds may not be eligible for use toward capital projects, construction, or improvements on municipally owned land or buildings.

Upon request, the Donor agrees to provide documentation or written confirmation regarding the source of funds to the satisfaction of the Township.

Where the Township determines, in its sole discretion, that the funds provided do not comply with applicable legislation or are not eligible for the intended use, the Township reserves the right to decline the donation, require modification of the use of the funds or return all or a portion of the donation to the donor.

6. Approvals and Permits

The Township shall obtain any and all approvals and permits for the Project that may be required by any municipal, provincial or federal departments, ministries or agencies, the cost and expense of which, if any, shall be paid out of the Project Costs.

7. Indemnity for the Township

The Funder shall defend, indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including, but not limited to, bodily injury, sickness, disease or death or damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Funder, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Funder in accordance with this Agreement and shall survive this Agreement.

8. Indemnity for the Funder

The Township shall defend, indemnify and save harmless the Funder, its officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including, but not limited to, bodily injury, sickness, disease or death or damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Township, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Township in accordance with this Agreement and shall survive this Agreement.

9. Insurance

The Township covenants to ensure that, for the purposes of the Project, the Contractor takes out and maintains appropriate and adequate policies of insurance during the Term.

10. Events of Default and Termination

(a) Any of the following circumstances is a default under this Agreement (hereinafter called an **"Event of Default"**):

- (i) if a Party shall be in default under any of the provisions of this Agreement and such default continues for a period of fourteen (14) days after written notice thereof has been given by the other Party or such longer period as is reasonable as long as the defaulting Party is acting with all due diligence to cure such default; and/or
- (ii) in the event of the dissolution, liquidation, bankruptcy or insolvency of either Party to this Agreement, or in the event that its business or assets or any portion thereof are seized, confiscated or expropriated by judicial or administrative process of otherwise, or in the event of any involuntary or compulsory change in the ownership or administrative control of a Party.

(b) In the case of an Event of Default prior to any contract being awarded and/or executed, at the option of the non-defaulting Party, this Agreement shall cease, terminate, and become null and void.

(c) In the case of an Event of Default by the Funder after any contract has been awarded and/or executed, the Township shall be entitled to make any decisions and perform any obligations on behalf of The Funder and at the sole cost and expense of the Funder.

11. Notices

(a) Except as otherwise specified herein, any notice hereunder shall be given in writing, by delivery in person, or by registered mail (return receipt requested) or by email, properly addressed to the Party to whom such notice is given, with postage or charges, if any, prepaid. A notice shall be deemed to have been given only when received by the Party to whom such notice is directed.

(b) Notices shall be given at the following addresses, unless and until a Party gives written notice to the other Party of a new address:

Township:

Funder:

12. Schedules

Attached hereto and forming part of this Agreement are the following Schedules:

"A" Description of the Project Site

- "B" Project Site Improvements – Concept and Design
- "C" Project Costs.

13. Independent Legal Advice

The Funder acknowledges and confirms that they have had the opportunity to obtain independent legal advice on the Agreement. The Funder acknowledges that they have read this Agreement, understand the terms and conditions and the Funder's rights and obligations under the Agreement.

14. Authority to Enter into Agreement

For the purposes of the Project, the Funder represents and warrants to the Township that it: (a) is a corporation duly incorporated and validly existing under the laws of the Province of Ontario; and (b) has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement.

15. Acceptance of Agreement

Subject to the Township's compliance with the terms and conditions of this Agreement, the Funder agrees not to make any claims, demands, and/or commence any actions, suits, proceedings or maintain the same for any and all costs, damages, losses, compensations, or injurious affection arising either directly or indirectly from this Agreement, or as a result of the termination of this Agreement.

16. Currency

Unless otherwise indicated, all dollar amounts in this Agreement and the Schedules attached to it are expressed in Canadian funds.

17. No Partnership or Agency

The Parties hereby expressly disclaim any intention to create a partnership, a joint venture or to constitute either of them the agent of the other. Nothing in this Agreement shall bind the Parties or either of them, as partners, joint venturers or agents nor, except as may be expressly provided in this Agreement, constitute either of them the agent of the other Party. The relationship that subsists between the Parties is that which arises under this Agreement.

18. Agreement Does Not Fetter Council Discretion

The Parties acknowledge and agree nothing in this Agreement shall intend to operate, nor shall have the effect of operating, in any way to fetter either the Council for the Township which authorized the execution of this Agreement or any of its successor Councils in the exercise of any of Council's discretionary powers, duties, or authorities.

19. Amendment

This Agreement and all of its provisions shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part other than as herein specifically authorized and except by written amendment of the Parties to this Agreement.

20. Waiver

It is expressly understood and agreed that the remedies of the Township under this Agreement are cumulative and the exercise by the Township of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver or alter, affect or prejudice any other right or remedy or other rights or remedies to which the Township may be lawfully entitled for the same default or breach. Any waiver by the Township of

the strict observance, performance or compliance by the Funder or with any term, covenant, condition or agreement herein contained or any indulgence granted by the Township to the Funder shall not be deemed to be a waiver of any subsequent default or breach by the Funder, nor entitle the Funder to any similar indulgence heretofore granted.

21. No Assignment without Consent

The Funder shall not assign this Agreement without the prior written consent of the Township, which consent may be unreasonably withheld.

22. Interpretation

Number and gender

- (a) It is agreed between the Parties that words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the female gender and vice versa, and words importing persons shall include firms and corporations and vice versa, in order that this Agreement and any part of it shall be construed to have its proper and reasonable meaning.

Headings

- (b) All headings and sub-headings within this Agreement are incorporated for ease of reference purposes only and do not form an integral part of this Agreement.

23. Recitals

The Parties acknowledge and agree that the recitals herein are true and accurate and, together with Schedules "A", "B" and "C" attached hereto, shall form part of this Agreement.

24. Invalidity and Severability

If any term of this Agreement shall be found to be *ultra vires* of the Township, or otherwise unlawful, such term shall conclusively be deemed severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

25. Governing Laws

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

26. Entire Agreement

This Agreement and all of the Schedules attached hereto constitutes the entire agreement and understanding of the Parties and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties, and agreements, written or oral, express or implied, not incorporated herein between the Parties with respect to the subject matter of this Agreement.

27. Enurement

This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns, subject only to any limitations explicitly set out in this Agreement.

28. Execution in Counterparts

This Agreement may be signed electronically and in counterparts, each of which counterpart shall be deemed an original and all of which together shall constitute one and the same instrument, and, upon the signing hereof by all Parties, this Agreement shall constitute a binding agreement.

IN WITNESS WHEREOF the Parties hereto have affixed their corporate seal under the hand of their proper officers or set their hand and seal on the date first written above.

**THE CORPORATION OF THE
TOWNSHIP OF CENTRE WELLINGTON**

Per:

I have authority to bind the Corporation.

Witness

#####

Witness

#####

SCHEDULE "A"

Description of the Project Site

Legal Description of the Project Site:

Sketch of the Project Site Improvements:

The image below depicts the area approximately subject to the Project Site Improvements

SCHEDULE “B”

Project Site Improvements – Concept and Design

SCHEDULE “C”

Project Costs

Attachment B: Sample Sponsorship and Naming Rights Agreement

For illustrative purposes only – not an active offer. Actual agreements will be tailored to the specific asset, partner, and terms and are subject to Township approval.

THIS NAMING RIGHTS AGREEMENT (“**Agreement**”) MADE THIS ____ DAY OF _____, 20____,

B E T W E E N:

THE TOWNSHIP OF CENTRE WELLINGTON

Hereinafter referred to as the “**Township**”

OF THE FIRST PART

- and –

[*LEGAL NAME OF COMMUNITY PARTNER*]

Hereinafter referred to as the “**Community Partner**”

OF THE SECOND PART

WHEREAS the Township owns and operates the Asset, as that term is defined in Section 1 and Schedule “A” herein, and as the Asset is depicted in Schedule “B” attached hereto;

AND WHEREAS the Township seeks sources of revenue to defray expenses;

AND WHEREAS the Community Partner wishes to assist the Township to defray expenses while also increasing its identity in the community through licensing the naming rights to the Asset for the fees identified herein;

NOW THEREFORE in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township and the Community Partner (the “**Parties**”) agree as follows:

Section 1 – Definitions

1.1 Capitalized terms used herein shall have the meanings set forth below or as otherwise provided in this Agreement.

- (a) “**Asset**” means that building, space, amenity, or facility that is owned, operated, managed, or supported by the Township as identified in Schedule “A” attached hereto, for which the Community Partner is entering into this Agreement to obtain the Naming Rights.
- (b) “**Asset Graphic Logo**” refers to the graphic design created and belonging to the Community Partner and which has been approved and accepted by the Township to be used by the Parties to identify the Asset, as amended from time to time and approved by the Township.

- (c) **“Asset Mark”** refers to the “words-only” trademark as identified in Schedule “A” or as amended from time to time and approved by the Township in accordance with this Agreement, and shall be the name or other words-only mark used to identify the Asset in accordance with the Naming Rights granted hereunder.
- (d) **“Business Day”** means a day other than a Saturday, Sunday or federal or provincial statutory holiday.
- (e) **“Direct Competitor”** means any person or entity that operates in such a business that directly competes with the Community Partner’s business, as identified in Schedule “A”.
- (f) **“Identifying Sign”** refers to the sign described in Section 2.3 and Schedule “A”.
- (g) **“Naming Rights”** means the exclusive right and license during the Term to name the Asset pursuant to the terms of this Agreement, and shall include the naming of the Asset via the Asset Mark and Asset Graphic Logo, as applicable.
- (h) **“Naming Rights Effective Date”** has the meaning as identified in Schedule “A”.
- (i) **“Naming Rights Fees”** has the meaning set out in Section 4 and Schedule “C”.
- (j) **“Naming Rights Inventory”** means those products, signs (including an Identifying Sign), and other items used by the Parties to implement the Naming Rights granted herein in relation to the Asset.
- (k) **“Term”** means the effective period of this Agreement as identified in Schedule “A”, unless earlier terminated pursuant to the terms of this Agreement.
- (l) **“Township Policies”** means any and all Township policies, bylaws, rules, and regulations that apply to the contents or execution of this Agreement and the rights and licenses granted herein, and specifically including without limitation the Township’s By-law 2023-04, being A By-law to Adopt the Community Partnership Program for the Township of Centre Wellington Sponsorship and Naming Rights Policy, as amended from time to time.

Section 2 – Naming Rights, Licenses

2.1 License. Subject to the terms and conditions contained herein, the Township licences the Naming Rights of the Asset to the Community Partner for the Term of this Agreement. For greater certainty, this Naming Rights license shall be for those Asset Marks, Asset Graphic Logo, and Naming Rights Inventory as approved by the Township and identified in Schedule “A”, which shall not be amended without the explicit written approval of the Township and in accordance with Section 4.4.

2.2 Grant. The Naming Rights license described above shall include the exclusive right and license to have the Asset Mark and/or Asset Graphic Logo prominently displayed on/at the Asset, along with the Identifying Sign, and any other applicable and approved Naming Rights Inventory in relation to the Asset, all of which shall be subject to the final review and approval of the Township, which shall not be unreasonably withheld.

2.3 Asset Identification. Throughout the Term of this Agreement, and provided the Community Partner is not in material default of this Agreement, the Asset shall be identified using the Asset Mark and/or

Asset Graphic Logo, as applicable. Without limiting the generality of the foregoing, and to put the foregoing into effect, the Township shall:

- (a) cause any and all announcements relating to the Asset in print, electronic, broadcast media advertising, or otherwise, to refer to the Asset using the Asset Mark and/or Asset Graphic Logo;
- (b) identify the Asset using the Asset Mark and/or Asset Graphic Logo in all official documents, press releases and promotions related to the Asset;
- (c) where applicable and as specified in Schedule "A", to allow for the Identifying Signs, as reviewed and approved by the Township in every respect, including without limitation the size and location of same, provided such approval shall not be unreasonably withheld;
- (d) in all contracts, promotions, and other material disseminated to the public involving the use of the Asset for any event or for the provision of services in connection with an event at or in relation to the Asset, refer to the Asset using the Asset Graphic Logo and/or the Asset Mark; and
- (e) use the Asset Graphic Logo and/or Asset Mark on such identifiers as are appropriate and consistent with the provisions of this Agreement, and as may be otherwise provided for in Schedule "A".

2.4 Implementation of Asset Identification Change. The Township shall effect all changes necessary to cause the Asset Graphic Logo and/or Asset Mark to be displayed and used in or on every location listed in Section 2.3 and Schedule "A" as soon as practicable after the Effective Date.

2.5 Exclusivity. The Township grants Naming Rights to the Asset in exclusivity to the Community Partner during the Term of this Agreement, except as may be otherwise explicitly stated in this Agreement. For the purposes of this Agreement, exclusivity means that no other person, organization or entity shall receive, be granted or be permitted to purchase Naming Rights to the Asset. Notwithstanding the generality of the foregoing, the following exceptions shall apply to the Naming Rights exclusivity:

- (a) any advertising rights granted separately to any sports or other organization or entity or person using the Asset in connection with their print, electronic or broadcast arrangements;
- (b) where the Township or its agents host bona fide events at or in relation to the Asset for which any person, including a Direct Competitor has contracted for sponsorship rights. By way of example, if a Direct Competitor sponsors an event, the Township shall not be prohibited from contracting with that Direct Competitor or event promoter to host the event at/in the Asset even if this involves the Direct Competitor advertising and promoting itself at/in the Asset and in the marketplace for its event;
- (c) where the Township or its agents are soliciting from and granting Naming Rights to any person, organization or entity, including a Direct Competitor, for any components of the Asset. By way of

example, the Township may grant to a Direct Competitor the Naming Rights to specific rooms or areas at, in, or around the Asset; and

Existing Advertisers Exception: Notwithstanding the exclusivity granted to the Community Partner, any existing advertising displayed on boards, signage, or other approved locations at the Asset prior to the effective date of this Agreement shall remain in place. Such existing advertisers, including any direct competitors of the Community Partner, shall not be considered a breach of exclusivity under this Agreement.

(d) any other circumstance identified in Schedule “A”.

Section 3 – Asset Graphic Logo, Asset Mark

3.1 Design, Cost and Rights. The Parties agree that the Community Partner shall design, create and implement, at its sole expense, the Asset Mark together with the Asset Graphic Logo, PROVIDED that the final designs of the Asset Mark and Asset Graphic Logo are approved by the Township, which approval shall not be unreasonably withheld, delayed or conditioned. The Township agrees that the Community Partner shall own all right, title and interest, including without limitation the copyright in and to the Asset Mark and the Asset Graphic Logo. The Community Partner shall take all steps necessary to ensure it has all rights, permissions, and powers necessary to license to the Township and any and all persons using the Asset in any way, to permit unrestricted use of the Asset Mark and Asset Graphic Logo.

3.2 License. The Community Partner hereby grants the Township and any and all persons using the Asset in any way, a royalty-free and unrestricted license during the Term of this Agreement, and any renewal thereof, to use the Asset Mark and the Asset Graphic Logo. The Township agrees that it shall not transfer, sublicense or assign this license without the prior written consent of the Community Partner. If such transfer, sublicense or assignment is required for the purpose of operating the Asset or otherwise to implement the rights and obligations under this Agreement, such consent shall not be unreasonably withheld, delayed or conditioned by the Community Partner.

3.3 Termination of Use. Upon the expiration or termination of this Agreement, the Township and the Community Partner agree to cease any and all uses of the Asset Mark and Asset Graphic Logo.

3.4 Logo or Mark Infringement. The Parties agree that the Community Partner shall be required to notify the Township immediately in writing of anything which it believes is an infringement upon the Asset Mark or the Asset Graphic Logo. The Parties, both acting reasonably, shall mutually determine, in good faith and in consultation with legal counsel, whether or not an infringement has occurred. The Parties further agree to apply the provisions of Section 10 of this Agreement should they fail to mutually agree on whether or not an infringement has occurred. If it is determined that an infringement has occurred, the Parties agree to take action to cause the infringer to cease and desist from the infringement, with such action to include litigation where necessary, all at the sole cost of the Community Partner.

Section 4 – Naming Rights Fees, Payments

- 4.1 Naming Rights Fee.** The Community Partner shall pay the Township, over the Term of this Agreement, the Naming Rights Fee, which shall be paid in such installments and on such dates as identified in Schedule “C” attached hereto, plus applicable taxes if any, for the Naming Rights to the Asset. For greater clarity, applicable taxes shall be paid in addition to any and all installments of the Naming Rights Fee, and together with each Naming Rights Fee payment that is made.
- 4.2 Payments.** The Community Partner shall make any and all payments due and owing under this Agreement, including without limitation any installment of the Naming Rights Fee as identified in Schedule “C”, which shall be payable to the Township on or before the date such payment is due by such means of payment as the Township deems acceptable. The Township will deposit the Naming Rights Fee (or any instalment thereof) into a reserve account to be used in accordance with the Township’s Reserve Policy, as amended from time to time.
- 4.3 Community Partner’s Expenses.** The Community Partner shall pay all costs associated with the design, fabrication, and installation of all Naming Rights Inventory, signage and advertisements.
- 4.4 Name Change Expenses.** Should the Community Partner change its name or branding during the Term of this Agreement, or should it request any changes to the Asset Mark and/or Asset Graphic Logo and/or any Naming Rights Inventory, it shall be responsible for any and all costs required to effect the name or branding change at or in relation to the Asset and the Naming Rights granted herein, including but not limited to design, printing, manufacturing, fabrication, and installation of new Naming Rights Inventory to replace any existing stock of Naming Rights Inventory that result from the name change and any and all costs related to advertising or otherwise identifying the Asset, including the Township’s administrative fees, and including any removal or replacement of existing Naming Rights Inventory, and for any repairs required to replace or remove the existing Naming Rights Inventory. The Township will make best efforts to effect the name or branding change as soon as reasonably practicable following its receipt of notice from the Community Partner of the name or branding change, given due regard to any ongoing or upcoming major events associated with the Asset and such rebranding costs or timelines.

Section 5 – Right to Negotiate

- 5.1 First Right to Negotiate.** Provided that the Community Partner is not in default of this Agreement and that this Agreement has not otherwise been terminated, Community Partner shall have the exclusive right to negotiate Naming Rights with the Township to extend or renew this Agreement, or otherwise enter into a new naming rights agreement for the Asset. The Township shall negotiate Naming Rights exclusively and in good faith with the Community Partner. The exclusive negotiating period shall end 180 days prior to the end of the Term. The Community Partner agrees that in the event no agreement is reached to renew or extend this Agreement or otherwise enter into a new naming rights agreement for the Asset during the exclusive negotiating period, the Township shall be free, in its sole and absolute discretion, to negotiate with other parties for the Naming Rights to the Asset.

Section 6 – Damage and Force Majeure

6.1 Damaged or Unusable, Notice. If the Asset is damaged or destroyed, in whole or in part, by fire, earthquake, act of God, the elements or other peril or casualty or the Asset is otherwise rendered unusable for its intended purpose as determined by a qualified professional (collectively, the “Casualty”) at any time during the Term of this Agreement or any renewal thereof, and the Township, within its sole and absolute discretion determines that repairs and restoration of the Asset to the size, capacity and permitted use existing prior to the Casualty cannot be completed within twelve (12) months from the date the Casualty occurred, then the Township shall have the option, but not the obligation, to repair the damage, destruction, or loss. In such event, the Township shall notify the Community Partner, in writing, within sixty (60) days after the Casualty occurred as to whether the Township shall effect such repair and restoration.

6.2 Election Not to Repair. If the Township notifies the Community Partner that it is electing not to effect such repairs and restoration, then this Agreement and all licenses granted hereunder shall terminate as of the date the Casualty occurred and all prepaid amounts, including but not limited to the Naming Rights Fees shall be returned to the Community Partner in full within forty-five (45) days of the date of the notification required in Section 6.1 above.

6.3 Election to Repair. If the Township, in its sole and absolute discretion, determines that repairs and restoration of the Asset to the size, capacity and permitted use existing prior to the Casualty can be completed within twelve (12) months after the date the Casualty occurred, then the Township, at its option, shall effect such repairs and restoration and shall complete same within twelve (12) months from the date the Casualty occurred or the determination was made. If such repairs or restoration are not completed within this twelve (12) month period, then the Community Partner will have the option to terminate this Agreement with such termination being effective as of the date the Casualty occurred and all prepaid amounts, including but not limited to Naming Rights Fees shall be returned to the Community Partner in full within ninety (90) days of the date of the notification required in Section 6.1 above.

6.4 Extension if Damaged or Unusable. In the event the Asset is not usable for a period of at least ninety (90) days as a result of the events described in Section 6.1 above, the Term of this Agreement, or any renewal thereof, shall be extended at no additional cost to the Community Partner by a period of time equal to the period of time from the date the Casualty occurred until the date repairs and restoration were completed.

6.5 Force Majeure. Neither Party shall be liable or responsible for any failure to perform its obligations hereunder which failure is caused or brought about in any manner beyond the reasonable care or control of such Party including, but not limited to strike, lockout, shutdown, act of God or other work stoppage, federal, provincial or local government action or inaction (with respect to required approvals), the breakdown or failure of apparatus, equipment or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement or enlargement thereof, or any other act or condition beyond its reasonable care or control, but not including such Party’s insolvency, lack of funds, or inability to perform payment obligations. Upon any such event, the affected Party’s obligations hereunder shall be suspended and the other Party shall have no right to terminate this Agreement or seek damages, PROVIDED the affected Party acts diligently to effect timely performance

obligations. For greater certainty, the provisions of this Section 6.5 shall not under any circumstances operate to excuse the Community Partner from prompt payment of the Naming Rights Fee and/or any other amounts or charges payable under this Agreement.

6.6 Extension if Force Majeure. In the event the Asset is not usable for a period of at least ninety (90) days as a result of the events described in Section 6.5, the Term of this Agreement, or any renewal thereof, shall be extended at no additional cost to the Community Partner by a period of time equal to the period of time for which the affected Party's obligations hereunder were suspended.

Section 7 – Indemnification

7.1 Indemnification by the Community Partner. The Community Partner agrees to protect, defend, indemnify and save harmless the Township and its elected officials, officers, agents and employees (collectively the "**Township Indemnitees**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, resulting from any claim, suit, action, or proceeding arising out of or related to, directly or indirectly: (i) any acts or omissions by the Community Partner, its officers, directors, agents, partners, subcontractors, employees, or those for whom the Community Partner is responsible at law (the "**Community Partner Entities**"), in exercising or performing the rights or obligations under this Agreement; and (ii) any use, presentation, or display of the Asset Marks, Asset Graphic Logo, Naming Rights Inventory, or other such materials, items, data, intellectual property, or other related matter or material prepared or provided by the Community Partner Entities for use at, or in relation to, the Asset and the Naming Rights.

Section 8 – Termination and Remedies

8.1 Failure of Community Partner to Pay Amounts Due. In the event the Community Partner fails to pay to the Township, when due, any sum required by this Agreement and the Community Partner fails, for a period of thirty (30) days following receipt of written notice from the Township specifying such default, to cure such default by payment of the amount due plus interest, compounded daily at the annual rate of twelve percent (12%) or, if less, the highest rate permitted by law from the date due, then the Township shall have the right to (i) terminate this Agreement upon the expiration of the cure period; (ii) remove the Asset Graphic Logo, Asset Mark, or any Naming Rights Inventory from the Asset or related materials/uses immediately; (iii) retain any Naming Rights Fee Payments already made by the Community Partner; and/or (iv) assert any and all other remedies which the Township may have pursuant to law or equity, notwithstanding the Community Partner's option to avail itself of the Dispute Resolution procedure set forth in Section 10 of this Agreement.

8.2 Termination. Either Party may terminate this Agreement immediately upon written notice to the other Party if:

- (a) the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides

the breaching Party with written notice thereof, or such longer period as is reasonable in the circumstances (but in no event more than ninety (90) days) provided the non-performing Party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure said default; or

- (b) the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

A material breach under this Agreement shall include, without limitation, (i) where the Township fails to regularly identify the Asset in accordance with the Naming Rights conferred under Section 2; (ii) where the Community Partner fails to make any payments when due, including the Naming Rights Fees; (iii) the failure of the Community Partner to comply with the Township Policies as amended from time to time, or any Applicable Laws; and (iv) where any of the Community Partner's Asset Marks, Asset Graphic Logo, or other Naming Rights Inventory infringe upon the rights of any third party. For greater certainty, and without limiting the generality of the foregoing, a material breach under subparagraph (iii) herein shall specifically include any event(s) or action(s) whereby the Community Partner (or any of its affiliated entities) does or fails to do anything (which is to be expansively interpreted) that is contrary to or does not align with the Township's vision, mission or values, or otherwise reflects negatively on the Township's public image, and including without limitation where the Community Partner (or any of its affiliated entities) and the Township are engaged in any legal action or dispute with one another, all as reasonably determined in the sole discretion of the Township.

8.3 Remedies in the Event of a Default. If either Party is in material default under this Agreement beyond applicable grace or cure periods, then the other Party shall be entitled to terminate this Agreement or seek specific performance, and in any event, may sue for damages or exercise any remedy available to it in equity including, without limitation, injunctive relief.

8.4 Bankruptcy. In the event of a bankruptcy, restructuring or sale, assignment or other transfer of substantially all the assets of the Community Partner prior to the payment of the amounts set out in this Agreement, and such payments are not made in accordance with this Agreement, then the Township shall be entitled to terminate this Agreement, seek specific performance and in any event, may sue for damages or exercise any remedy available to it in equity including, without limitation, injunctive relief.

8.5 Surviving Provisions. In the event of a termination of this Agreement for any reason, the Parties agree that all representations and warranties made under this Agreement and the indemnification provisions set out herein for any claims, demands, causes of action, suits or judgments by third parties or losses, liabilities, costs or expenses which may arise on or before the effective date of termination will survive the termination.

Section 9 – Assignments

9.1 By the Community Partner. The Community Partner shall not be entitled to assign this Agreement unless it has obtained the prior written approval of the Township, which may be unreasonably withheld or conditioned.

9.2 By the Township. The Township shall be entitled to assign this Agreement without the written approval of the Community Partner in the event of a proposed sale or transfer of the Asset or any interest therein. The Township shall give the Community Partner notice of the name, address, telephone and telefax numbers and the e-mail address of the proposed purchaser and the proposed closing date. Such notice shall be given reasonably prior to the closing date but no less than sixty (60) days prior to the closing date. The Township shall require the Assignee to enter into an Assignment Agreement and provide a fully executed copy of same to the Community Partner. Such an Assignment Agreement shall contain a covenant by the Assignee directly with the Community Partner to assume and perform each of the covenants, obligations and agreements of the Township in this Naming Rights Agreement; PROVIDED, however, that such Assignee shall be deemed to have acquired the Asset subject to this Agreement and to have assumed the obligations of the Township hereunder. All advertising, sponsorship and promotion arrangements and agreements to which such Assignee is a party shall be subordinate to this Agreement and the Township shall ensure that the purchase and sale agreement for the sale of the Asset or any interest therein shall provide for such subordination.

9.3 Community Partner Termination on Assignment Option. In the event that the Township exercises its rights under Section 9.2 hereof and sells or transfers the Asset or any interest therein or assigns this Agreement, the Community Partner shall have the option to terminate this Agreement on written termination notice given to the Assignee within the one (1) year period after the date of the sale, transfer or assignment of the Asset or any interest therein. Should the Community Partner exercise this termination option, the effective date of termination shall be the date of the written termination notice given to the Assignee.

Section 10 – Dispute Resolution

10.1 All disputes under this Agreement shall be resolved initially by the Parties making all reasonable efforts to amicably negotiate and provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations.

10.2 If the Parties cannot resolve the dispute in the above manner, they shall submit the dispute to mediation and, if not resolved, then to binding arbitration in accordance with the Arbitrations Act of Ontario.

10.3 Any arbitration shall be held in the Township. The arbitrator(s) shall be selected according to the Arbitrations Act of Ontario.

10.4 The Parties shall share the arbitrator(s)'s fees, regardless of the outcome of the arbitration.

- 10.5** Except as may be required by law, neither Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

Section 11 – Notices

- 11.1** All notices permitted or required to be delivered under this Agreement shall be delivered by personal service or courier delivery or registered mail, or e-mail to the following addresses (or such other addresses, or e-mails as may be provided in accordance with this Agreement) and shall be considered received when actually received:

To the Township:

Address: 1 MacDonald Square Elora, ON N0B 1S0
Attn: Manager of Community Development
Email: communitypartners@centrewelington.ca
Phone: 519-846-9691

To the Community Partner:

See Schedule “A”.

or if served personally upon an officer or official of the Party for whom it is intended. Any notice so given shall be conclusively deemed to have been given and received on the date of personal service, courier, delivery, e-mail or registered mail. Either Party may from time to time by notice given pursuant to the terms hereof change the address to which notices are to be given hereunder. Each Party agrees to acknowledge in writing receipt of any notice served personally or by courier hereunder. In the event of actual or threatened disruption of postal service, notice shall be delivered by personal service.

Section 12 – General

- 12.1** Schedules. Attached hereto and forming part of this Agreement are the following Schedules:

- “A” The Asset and Community Partner Details
- “B” Depiction of the Asset
- “C” Naming Rights Fee and Payment Terms

- 12.2** Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The Parties agree that the courts of the Province of Ontario shall have jurisdiction to determine any matter arising under this Agreement.

- 12.3** Non-Waiver. The failure of either Party to insist upon strict compliance with the terms and conditions in this Agreement by the other Party shall not constitute a waiver of the terms and conditions with respect to any other or subsequent breach or default by the other Party, nor a

waiver by the first-mentioned Party of its rights at any time thereafter to require strict compliance with all of the terms and conditions of this Agreement.

- 12.4 Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be. Wherein this Agreement the context so requires, words in the singular include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and neuter gender.
- 12.5 Relationship of Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 12.6 Public Announcement.** The Parties shall jointly coordinate a first public announcement, to the satisfaction of both Parties but subject to the final approval of the Township in all respects, to officially announce the renaming of the Asset in accordance with the Naming Rights conferred herein. Until such time that the aforementioned public announcement has been made, neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, and thereafter any such announcement, statement, press release, or other publicity or marketing materials shall only be as permitted under this Agreement or with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.
- 12.7 Headings, Interpretation.** The sections and headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.8 Applicable Laws.** The Parties, in performing or exercising any and all obligations or rights under this Agreement, shall at all times comply with any and all applicable federal, provincial and municipal laws, including environmental laws, health and safety laws, statutes, codes and by-laws.
- 12.9 Township Policies.** The Community Partner specifically acknowledges and agrees that this Agreement, and the rights and obligations conferred hereunder, shall at all times require strict compliance with the Township Policies, including without limitation the "Sponsorship and Naming Rights Policy", as amended from time to time, which shall be made available to the Community Partner upon request. Any such failure to comply with said policy shall be deemed a material default under this Agreement.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

12.11 No Fettering Discretion. Notwithstanding any other provisions of this Agreement, the Community Partner acknowledges and agrees that none of the provisions of this Agreement (including a provision stating the Parties' intention) is intended to operate, nor shall have the effect of operating, in any way to fetter either the Municipal Council which authorized the execution of this Agreement or any of its successor councils in the exercise of any of Council's discretionary powers, duties or authorities. The Community Partner hereby acknowledges and agrees that it will not obtain any advantageous planning, servicing, financial or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement.

12.12 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their Corporate Seals as attested by their proper signing officers in that behalf.

**THE CORPORATION OF THE TOWNSHIP
OF CENTRE WELLINGTON**

Date: _____

Per: _____

Name:

Title: Managing Director of Community Services

Date: _____

Per: _____

Name:

Title: Chief Administrative Officer

I/We have authority to bind the Corporation.

[NAME OF COMMUNITY PARTNER]

Date: _____

Per: _____

Name:

Title:

Date: _____

Per: _____

Name:

Title:

I/We have authority to bind the Corporation.

SCHEDULE "A"

THE ASSET AND COMMUNITY PARTNER DETAILS

The Community Partner: _____ [include the legal name of the community partner]

The Asset: _____ [include a specific description of the Asset and any limitations or boundaries as applicable. It may be of assistance to specify what is excluded (ex. "The Asset specifically excludes _____, areas, future additions, etc.]. Where it is applicable or helpful to identify the Asset, include its current name and uses. This should also include the municipal address where the Asset is located]

Naming Rights Effective Date: The Naming Rights under this Agreement are effective on _____ [include the date by which the Naming Rights apply to identify the Asset, this will likely be the start date of the Term]

Term: Notwithstanding the date of execution of this Agreement, the Term of this Agreement is the ____ [duration in words] (____) [duration in numbers] year period commencing on the Effective Date [or if different, use: _____, 20____] and ending on _____, 20____, subject to the termination rights contained in this Agreement.

Asset Mark: The following Asset Mark(s) shall be used to identify the Asset: _____ [include the "words only" trademark to be used to identify the Asset]

Asset Identification: In addition to those rights and obligations conferred under Section 2.3, the following shall apply:

- (a) **Identifying Signs:** _____ [include any specific locations or other details related to identifying signs to which the Community Partner is entitled] [; and]
- (b) [any other means of identification conferred with the Naming Rights, ex. Arena boards, centre ice logo].

Exceptions to Exclusivity: In addition to those exceptions specified in Section 2.5, the following shall apply:

- (a) [any other specific exceptions, if applicable].

Direct Competitor: A Direct Competitor of the Community Partner is one engaged in _____ [include the general nature of the Community Partner's business, if applicable.]

Notice to the Community Partner, per Section 11:

Address:

Attn:

Email:

Phone:

SCHEDULE "B"

ASSET DEPICTION

[To include images, maps, and other depictions clearly showing the Asset location and boundaries]

SCHEDULE "C"

NAMING RIGHTS FEE AND PAYMENT TERMS

Naming Rights Fee: _____ *[include the total amount payable over the Term]*

Payment Schedule: The Naming Rights Fee shall be paid in the following installments on or before the dates listed below:

DATE DUE:	AMOUNT PAYABLE:
<i>[On the Effective Date, signing agreement, etc.]</i>	

Attachment C: Sample of Donor Declaration for Source of Funds and Compliance

I, the undersigned, on behalf of the Donor, hereby declare and confirm that:

1. The funds being provided to the Township under this Donation are derived from lawful sources and comply with all applicable federal and provincial legislation and regulations.
2. Where applicable, the funds have not been raised through lottery-licensed activities (including raffles, bingo, or similar gaming activities), or, if such funds have been used, they are permitted for the intended purpose in accordance with the policies and requirements of the Alcohol and Gaming Commission of Ontario.
3. The Donor understands that certain funds, including those raised through lottery-licensed activities, may not be eligible for use toward capital projects, construction, or improvements on municipally owned land or buildings.
4. The Donor agrees to provide additional information or documentation regarding the source of funds upon request by the Township.
5. The Donor acknowledges that, if it is determined that the funds do not comply with applicable legislation or are not eligible for the intended use, the Township may, at its sole discretion:
 - decline the Donation;
 - require modification of the use of the funds; or
 - return all or a portion of the Donation.

I certify that the information provided in this declaration is true and accurate to the best of my knowledge and belief.

Donor Name: _____

Organization (if applicable): _____

Name of Authorized Signing Officer: _____

Title: _____

Signature: _____

Date: _____