



Community Sponsorship & Advertisement Policy

Borough of Brentwood

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1.1 Introduction

Opportunities for community sponsorships, and advertisements for individuals and corporations, are offered by the Borough of Brentwood in a regulated environment

The Borough of Brentwood (hereinafter referred to as the Borough), is faced with offers from residents, private businesses, and corporations interested in sponsorship of programs, facilities, and other aspects of Parks and Recreation. The Borough, in turn, welcomes partnership opportunities that enhance our ability to deliver parks and recreation services to the public as long as the services and products of those businesses are consistent with and appropriate to our mission and lines of business.

It is pragmatic in a time of shrinking public dollars to seek outside funding in order to maintain valuable and important programs and facilities, within specific boundaries and with built-in safeguards against misuse of this tool. Many local jurisdictions seek corporate and community partnerships to sponsor community programs and facilities as part of their business plans for funding. Community and corporate support may range from fund raising activities such as selling pavers, corporate sponsorship of an event, and/or the purchase of advertising signage for a public facility for a period of time. Sponsorships are most frequently used to fund various parks and recreation programs, but advertisements are increasingly understood as an alternative revenue source, and should be further explored by the Borough.

This policy captures an activity previously not subject to guidelines. The policy is intended to set out clear guidelines for entering into sponsorships, and advertisements with the Borough.

1.2 Purpose Statement, Scope and Exclusions

This policy outlines the scope and exclusions of sponsorship, and advertising agreements that could be entered into with the Borough of Brentwood.

This procedure applies to all assets under the jurisdiction of the Borough, including components of the Borough's Park and facilities. The sponsorship and advertisement procedure will apply to any individual, corporation or external organization that proposes to sponsor a component of a new or existing municipal facility in recognition for financial or other support. All proceeds will go to the Borough's Park fund, to be used for current and future capital expenses.

This policy is not applicable to gifts, grants, or unsolicited donations in which no benefits are granted and where no formal relationship exists. Corporate and community sponsorships are distinct from donations or gifts from which there is no recognition or compensation.

This policy is not applicable to events authorized by the Borough.

EXCLUSIONS

1. The Borough will not consider for purposes of sponsorships and/or advertising the following:
 - Advertisements that are unlawful, misleading, libelous, slanderous or fraudulent.
 - Advertisements that employ or commercially exploit the likeness, picture, image or name of any person, and/or the trademark, trade name, copyrighted materials or other intellectual property of a third party, without adequate proof of express written authorization.
 - Advertisements that glamorize, promote or depict images of sexual conduct, pornography, nudity, sexually-oriented goods or services or businesses that traffic in such goods or services; that appeal to prurient interests; or are otherwise obscene.
 - Advertisements that glamorize, promote or depict images of violence; conduct that is violent, criminal or otherwise illegal; or gore, including images of firearms, weapons, and dead or mutilated bodies, body parts or fetuses (of humans and animals).
 - Advertisements that contain, employ or imply profane or vulgar language.

- Advertisements that, if permitted, would subject the Borough to the risk of civil or criminal liability.
- Advertisements that promote or depict the sale, possession or use of any tobacco product.
- Advertisements that promote or depict the sale, possession or use of alcoholic beverages.
- Advertisements that directly or impliedly disparage, threaten or ridicule any person or group of persons on the basis of race, ethnicity, national origin, religious beliefs or lack thereof, age, gender, sexual orientation, alienage, disability or illness.
- Advertisements that promote the existence or non-existence of a supreme deity, deities, being or beings; that address or promote a specific religion, religious beliefs or lack of religious beliefs; that directly quote or cite to scriptures, religious texts or texts involving religious beliefs; or are otherwise religious in nature.
- Advertisements that are political in nature or contain political messages, including advertisements involving political figures or candidates for public office, advertisements involving political parties or political affiliations, and/or advertisements involving an issue reasonably deemed by the Borough to be political in nature in that it directly or indirectly implicates the action, inaction, prospective action or policies of a governmental entity (such as advertisements involving abortion, gun control/gun safety, same-sex marriage or Marcellus Shale drilling). Nothing in this provision prevents the Borough from accepting non-political public service announcements that are not otherwise prohibited under this Sponsorship and Naming Rights Policy.

2. Community Sports Teams

Businesses and merchants may sponsor community sports teams (i.e. BAA, BASA, etc.) and are not subject to the Community/Corporate Sponsorship and Advertising Policy at hand.

3. Non Borough Sponsored Events/Organizations

S T A N D A R D S

“The Borough’s Community Sponsorship, and Advertising Policy is intended to be an objective and enforceable standard for sponsorships, and advertising that is consistently applied. It is also the Borough’s declared intent not to allow any of its facilities to become a public forum for dissemination, debate or discussion of issues that are political, religious or otherwise prohibited under this policy.”

1.3 Definitions

Corporations – a for-profit or non-profit entity (business, company, and merchant) acting under a legal charter (example: state business license) having its own rights, privileges and liabilities.

Community/Corporate Sponsorship – a formalized agreement regarding the display by a specific corporation of its company logo or other form of corporate recognition on Borough property in exchange for financial support and/or goods or services; could also entail authorization by the Borough for a specific corporation to promote its investment with us

Individual Sponsor – a resident or non-resident of the Borough who offers financial support to the Borough in exchange for an agreed type of recognition

Naming Rights – a type of sponsorship in which a sponsor (individual or corporate) purchases the exclusive right to name an asset, for a specified period of time. For instance, a Borough facility, a portion of a facility, a structure, tree, a program, or an event can be named (or “dedicated”) in exchange for financial support and/or goods or services. This arrangement is documented in an agreement signed by the interested parties.

Park Facilities – all facilities and land in the parks and recreation system of the Borough under ownership, management and/or control of the Borough.

Park Fund – the Borough dedicated bank account associated with capital improvements planned for the Brentwood Borough Park Facilities.

Sponsorship Categories – a typology for assessing the scope and limitations of various types of agreements signed in exchanged for support for the Borough. There are currently five main sponsorship categories, as follows:

Type A – Site-Specific Program Sponsorship: A neighborhood business, local merchant or local branch of a corporation sponsors a time limited event or program at an individual Borough facility (i.e., Deck Hockey Tournament.).

Type B – Borough-wide Program Sponsorship: A local corporation sponsors a time limited program that is held at multiple Borough facilities or has a Borough-wide presence. (i.e., Halloween Parade, Easter Egg Hunt, etc.)

Type C – Temporary Logo or Recognition Display Sponsorship: A sponsorship agreement that includes a display of recognition on Borough property for more than seven calendar days and less than one year.

Type D – Long-Term Advertising: A sponsorship agreement that includes the display or recognition of the corporate sponsor of a facility or portion of a facility for more than one year. This arrangement must be documented in an agreement signed by the interested parties for a specific period of time.

Type E- Recognition/Memorial

Type F – Purchasing of an item to be placed on Borough Property: Donating to the Borough; an item that will be placed on Borough Property and conveyed to the Borough i.e., Memorial Trees, Benches, Clocks, etc.

2.1 General Procedures

There is a need for clearly-defined criteria in place for solicitation, evaluation, and approval and monitoring process for sponsorship and advertising proposals regarding all Borough assets.

This procedure applies to all assets under the jurisdiction of the Borough, including components of the Borough's parks and additional facilities. The sponsorship and advertising procedure will apply to any individual, corporation or external organization that proposes to advertise on a component of a new or existing municipal facility in recognition for financial or other support.

INITIAL CRITERIA

1. All sponsorship and advertising arrangements must not compromise, influence or alter the corporate goals and priorities of the Borough, or diminish the Borough's public image.
2. Sponsorship and advertising arrangements must enhance the delivery or general public awareness of the Borough's services or activities and complement the public relations and visual identity of the Borough.
3. Sponsorship and advertising arrangements must comply with all Federal statutes, Pennsylvania statutes, Municipal ordinances, and corporate policies and procedures.
4. Managing sponsorship and advertising arrangements should not require disproportionate administrative resources.
5. Display of sponsorship and advertising must not take precedence over the display of the Borough's corporate identity on its facilities and must not incur any safety risk.

ADDITIONAL RESTRICTIONS

- 1 The Borough will not solicit or accept sponsorships or advertising sales from companies whose reputation could prove detrimental to the Borough public image.
2. The Borough will not allow sponsorships or advertising, either directly or through third party arrangements that:
 - Promote alcohol and other addictive substances, at events or venues geared primarily towards children
 - Promote the sale of tobacco
 - Promote pornography
 - Promote the support of or involvement in the production, distribution, and sale of weapons and other life-threatening products
 - Present demeaning or derogatory portrayals of individuals or groups or contain any message that is likely to cause deep or widespread offence
 - Promote religious or political messages that might be deemed prejudicial to other religious or political groups
 - Convey a religious or political message
 - Promote a political party or election candidate.
3. The Borough will not consider/permit naming rights for an entire facility.

2.2 Solicitation and Evaluation

The Borough will proceed methodically when soliciting and evaluating sponsorships and advertising. The following solicitation steps are to be followed by the Borough in terms of sponsorship and advertising:

1. The Borough will consider interest from potential sponsors for specific components of the park and facilities.
2. The Borough will provide potential individuals, organizations or corporations seeking sponsorship or advertising with details regarding the value of the contribution, including official recognition such as signage and other specifications. A separate brochure outlining the specific rates and levels of sponsorship will be published and approved regularly by the Council.
3. Sponsorship or advertising must not negatively affect the reputation and integrity of the Borough's properties. As part of this consideration, a confidential ethical screening report on the potential sponsor may be required by the Borough.

N A M I N G R I G H T S E V A L U A T I O N

1. All sponsorship and advertising arrangements will be evaluated against established criteria. The Borough may solicit the expertise of an outside firm to assess the costs and benefits of the proposal.
2. In evaluating sponsorship and advertising opportunities, the Brentwood Council will consider the following factors:
 - Whether there are sufficient resources (staff and financial) to maximize the benefit of the sponsorship and advertising arrangement without compromising the effective delivery of municipal services and goals of the Borough; and
 - Whether the sponsorship and advertising opportunity enhances the Borough's image.

2.3 Sponsorship and Advertising Approval

All sponsorship and advertising arrangements require Council approval.

RESPONSIBILITIES

1. The Borough Manager, or designee, is authorized for soliciting, negotiating and administering sponsorship and advertising agreements on behalf of the Borough subject to the applicable policy and procedures.
2. The Borough Council President, or designee, is authorized to enter into corporate sponsorship agreements upon a majority vote of Council. Acceptable agreement samples are provided for guidance. (See Page)

3.1 Standards and Specifications

The signage and material used to fulfill sponsorship and advertising agreement must meet all Borough regulations.

S I G N A G E

The type, location, size, design, content, and duration of any advertising, advertising display or sponsor recognition will be provided by the Borough, unless sponsor has their own sign.

Allowed signage and recognition display details, including type, location, size, design and content and duration of display, will be a component of the corporate sponsorship agreement; additional signage request require approval of the Borough Council.

Freestanding billboards are not allowed within the Borough.

M A T E R I A L S

For consistency purposes only, all sponsored products, materials and services require the Borough's approval and must meet the specifications and standards used by the Borough in the purchase of similar materials.

3.2 Sponsorship Agreements

All naming rights arrangements (according to types A, B, C, D, and E sponsorship categories, as distinguished previously) must be confirmed with a written agreement outlining the benefits, roles, and responsibilities, fees, duration and other specified terms of the naming rights arrangement.

The Borough must maintain records of all sponsorship and naming rights agreements, including receipts.

Additionally, all sponsorship and advertising arrangements are to be evaluated by Council on an annual basis to determine continued benefit. The Borough reserves the right to terminate an existing naming rights arrangement should conditions arise that makes it no longer in the best interest of the Borough. This clause must be included in the agreement to prevent future disputes.

An example of the agreement format is included on the following page.

SAMPLE

AGREEMENT BETWEEN THE BOROUGH OF BRENTWOOD AND

THIS AGREEMENT made and entered into **FORCE** this ____ day of _____, 20__, by and between the **BOROUGH OF BRENTWOOD**, hereinafter called the “Borough”, and _____, hereinafter called the “Sponsor”.

WHEREAS, the Borough owns, maintains and operates certain public park and recreational facilities within the borough limits and the Sponsor wishes to contract with the Borough for the right to display its logo, etc _____.

NOW THEREFORE, in consideration of the promises, terms and conditions set forth below, the parties hereby agree as follows:

1. Non-Exclusive Right to _____.
(a) The Borough hereby grants Sponsor the non-exclusive right to _____.
(b) The sign shall be posted on _____. (c) The sign shall (shall not) be illuminated or neon. (d) The Borough shall pay all expenses for sign production.
(e) The sign construction, materials, layout, content, and colors shall be approved by the Borough Council and Sponsor prior to posting.
2. Maintenance, Repairs, and Replacement. (a) The Borough shall, at its sole expense, maintain the posted sign and be responsible for all repairs or replacement required by vandalism, and theft. (b) In the event the Sponsor wishes to change the layout, content and/or colors of the posted sign, it may do so at its sole expense and only in accordance with Section 1.
3. Term of Agreement. (a) The term of this Agreement shall be one ____ year(s), commencing on _____, 20__, and expiring on _____, 20__. (b) Upon expiration of this Agreement, the sign shall be removed by the Borough, unless the right to post advertising is extended by a new written Agreement.
4. Fee. The Sponsor shall pay a fee of _____ dollars to the Borough upon the commencement of this Agreement.
5. Advertising Conditions. All advertising content shall be approved by the Borough Council. Advertising of alcoholic beverages and tobacco products is expressly prohibited.
6. Assignment. This Agreement may not be assigned or otherwise transferred by either party hereto.
7. Modification. No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties.
8. Representative. The Borough and the Sponsor shall each designate a person who has the authority and responsibility for administering this Agreement. All notices regarding the performance or interpretation of this Agreement shall be served on such person at the following addresses:

Borough Representative's Address: _____

Sponsor's Representative Address: _____

9. Indemnification. The Sponsor will indemnify, defend, and hold harmless the Borough, its agents, employees and volunteers, from and against any and all liability arising from injury or death to persons or damage to property resulting in whole or in part from acts, errors, omissions, or negligent acts of the Sponsor, its agents, servants, officers, or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that an act of the Borough, or its agencies or employees caused or contributed to the alleged injury or damage. In the event that the Borough elects to defend itself against any claim or suit arising from any injury, death, or damage, the Sponsor, in addition to providing indemnification and holding the Borough harmless as set forth above, shall indemnify the Borough for all expenses incurred by the Borough in defending such claim or suit, including attorney fees.

10. Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

11. Dispute Resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, it shall be litigated in the Court of Common Pleas of Allegheny County, Pennsylvania.

12. Concurrent Originals. This Agreement may be signed in counterpart originals.

IN WITNESS THEREOF, three (3) identical counterparts of this Agreement, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

BRENTWOOD OF BOROUGH

SPONSOR

4.0 Type D Long-Term Advertising Specifications

This category of sponsorship and advertising involves sponsorship in a different form than previous types.

Sponsorship Details:

As mentioned in the definitions section, Type D sponsorship is a long term sponsorship with annual fees. This includes smaller sponsorship in forms of fencing/side boards for park facilities, baseball and/or softball signage, deck hockey signage, and stadium scoreboard(s).

Sponsorship Package:

As a sponsor, you may choose to sponsor as many amenities as you wish. Each of the aforementioned additional sponsorship signs, are charged annually for a cost determined by Brentwood Fee Resolution. Please note, unlike other Types of Sponsorships, Type D sponsorship requires an *annual* charge. Sponsorship package fees only apply to one signage. If you wish to sponsor multiple signs in this category, you must apply for each separately.

5.0 Type E Recognition/Memorial Advertising Specifications

This Section outlines the specifications for Type E Recognition/Memorial Advertising. Note: the specifications and terms of sponsorship differ from each type based on the Borough facility being sponsored

5.1 Park Bench, Trees, and Bricks

Sponsorship Details:

Unlike previous Sponsorship Packages, Type E Recognition/Memorial Advertising will remain a permanent amenity for future years in the Borough Park for a one-time lump sum cost. Type E specifications apply to park benches, trees, commemorative bricks, banners, or other similar items that may be added to the park. Each sponsor will pay separate fees for each sponsored amenity to be placed in the Borough facility. Type E also includes sponsoring or buying of amenities with the sole intention to be placed inside a Borough facility, with Council approval.

Term Limits:

The term for this sponsorship shall be for the viable life of the item(s) for which the sponsorship was associated with but not less than ten (10) years. If the item(s) for which the sponsorship was associated with is damaged beyond repair within ten (10) years then it will be replaced by the Borough. However, if the item(s) for which the sponsorship was associated with is damaged beyond repair after ten (10) of being purchased, then such item's replacement will be replaced without any recognition to the original sponsor.

6.0 Type F Donations to the Borough

This category of sponsorship and advertising involves sponsorship in a different form than previous types.

Sponsorship Details:

As mentioned in the definitions section, Type F sponsorship is a one-time donation to the Borough. This donation may involve a monetary contribution or a specific item (i.e., tree, bench, statue).

Process:

Anyone that wishes to donate an item to the Borough must first draft a letter to the Borough stating the details of such donation. Borough Council will act on said request at a public meeting.

Responsibility:

Once an item is accepted by Brentwood Council, said items becomes the property of the Borough and all rights associated with said item. The Borough will not be obligated to replace any items that are damaged nor are they obligated to maintain any such items.

APPENDIX A
Sponsorship Pricing Summary Guide

<i>Sponsorship</i>	<i>Cost</i>	<i>Term of Commitment</i>	<i>Number of Opportunities</i>
<i>Type D: Long-Term Advertising</i>			
Baseball/Softball Field No. 1 4' x 10' sign	\$300.00 per year (March 15th to October 31st) \$150 per renewal	1 year min. Renewal is based on the condition of the banner.	10 Banners
Attanucci Field 4' x 10' sign	\$300.00 per year (March 15th to October 31st) \$150 per renewal	1 year min. Renewal is based on the condition of the banner.	32 Banners
Tepsic Field 4' x 10' sign	\$300.00 per year (March 15th to October 31st) \$150 per renewal	1 year min. Renewal is based on the condition of the banner.	34 Banners
Kaiser Field 8' x 10' sign	\$400 per year (March 15th to October 31st) \$200 per renewal	1 year min. Renewal is based on the condition of the banner.	45 Banners
Dek Hockey Rink	\$200 per year (12 months) \$100 per renewal	1 year min. Renewal is based on the condition of the banner.	
Stadium Scoreboard Signs	\$500 per year (12 months) \$250 per renewal	1 year min. Renewal is based on the condition of the banner.	15 Signs
Dek Hockey Scoreboard	\$400 per year (12 months) \$200 per renewal	1 year min. Renewal is based on the condition of the banner.	
Stadium Scoreboard Digital Messages	TBD	1 year min.	
Lamp Post Banners	TBD	1 year min.	
<i>Type E: Recognition/Memorial Advertising</i>			
Commemorative Bricks	Pending/Future	Life	TBD
Park Benches	\$1,500.00	Life	TBD
Trees	\$1,000.00	Life	TBD
<i>Type F: Donating to the Borough</i>			
	Cost by donation	Life	

APPENDIX B
Advertising Banner Renderings

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