



## **Advertising & Sponsorship Policy**

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# **Advertising & Sponsorship Policy**

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The Wheaton Park District Advertising and Sponsorship Program offers the opportunity for organizations, businesses, and individuals to affiliate with the Wheaton Park District ("District") for the purpose of complementing or enhancing their marketing and promotional efforts. Through participation, advertisers and sponsors contribute to a public service and save taxpayer dollars, reaching the target audience they seek and supporting a good cause.

A wide range of advertising and sponsorship opportunities are available at the park district: including advertising through print and digital ads, static and digital signage, web and social media presence, and sponsorship of a special event, athletic field, museum or zoo exhibit, recreation or educational program.

For example, advertising through one of our mediums would be for the time period agreed upon such as 3 months, 6 months, annual, etc.

All advertising and sponsorship recognition is for the life of the agreed upon advertising term or item sponsored. For example, the sponsorship recognition of a special event is for the duration of that specific event. In the case of an athletic field, the sponsorship could be for a one-year season/term. Some sponsorships are tax deductible: sponsorships that are part of one of a 501C3 Foundations, i.e., Cosley Zoo Foundation, DuPage County Historical Museum Foundation or Play for All Playground & Garden Foundation would qualify.

#### A. General Policy Statement

The Wheaton Park District shall seek advertisers and sponsors that further its mission by providing monetary or in-kind support for the departments, programs or services. The Wheaton Park District recognizes that the public trust and perception of its impartiality may be damaged by advertisers or sponsorships that are aesthetically displeasing, politically oriented or offensive to segments of its citizenry. When the District loses public trust and public perception of impartiality, its ability to govern effectively in the interest of its citizens is impaired. Therefore, The Wheaton Park District permits private advertisers and sponsorships of government programs or services in limited circumstances as a means to generate funds for improving or expanding those programs and services. The Wheaton Park District currently limits its advertising and sponsorship program to nonpublic forums and exercises sole discretion over who is eligible to become an advertiser or sponsor according to the terms of the Policy.

Whenever possible, advertisements and sponsorships shall be linked to specific activities, events, programs or publications. The Wheaton Park District will neither seek nor accept advertisers or sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with Wheaton Park District policies, positions, or resolutions. The acceptance of an Application for Advertising or Sponsorship or the establishment of an advertisement or sponsorship agreement does not constitute an endorsement by Wheaton Park District of the advertiser or sponsor's organization, products, or services.

## II. PURPOSE AND INTENT

The purpose of this policy and its related practices and guidelines is to define the conditions upon which advertising and sponsorship messages may be placed upon property or in publications or websites of the District and to establish definitive guidelines for the acceptance and placement of such messages. It is the intent of the Wheaton Park District to preserve its full rights and discretion to restrict access to District properties or in District publications and to reject or refuse placement of any or all advertisements or sponsorship messages. To the extent that any such messages are accepted, Wheaton Park District reserves the right of full editorial control over the placement, content, appearance and wording and to determine and prohibit types of advertising or sponsorship messages which are deemed inappropriate for or inconsistent with the business of the District or the services provided to Wheaton Park District

residents.

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### III. DEFINITION OF TERMS

“Sponsorship” is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with Wheaton Park District’s programs, services or name. Sponsorship is a business relationship in which Wheaton Park District and the external entity exchange goods, services, and donations for the public display of a message on District property acknowledging private support. This includes vendor participation at a special event, facility or park property.

“Advertising” is a technique and practice used to bring products, services, opinions or causes to persuade the public to respond in a certain way toward what is advertised. Advertisement is a paid medium in which advertisers pay for placement of their advertisement, logo or message.

The term “open, limited, or designated public forum” means either a forum under the control of the District that is traditionally open to the unfettered exchange of ideas, (such as a park or a sidewalk), or a forum under the control of the district that is non-traditionally open but is nevertheless intentionally and affirmatively opened by the District for speech (such as a street-side kiosk for posting pamphlets or a special area designated for making speeches).

The term “nonpublic forum” is broadly defined as any property that is not by tradition or designation a forum for public communication (such as most government publications and all websites).

### IV. AUTHORIZATION REQUIRED

All property and publications of Wheaton Park District are intended and exclusively used for business operations of the District in providing governmental services and programs to and for the district residents, and except as required by law or expressly established by an affirmative action of the District’s Board of Park Commissioners, no property or publication of the District shall be intended or considered as an open, limited, or designated public forum, and no person shall have a right to access or use any District property or publication for any purpose other than the intended and authorized governmental purpose or service. Placement of advertisements or sponsorship messages upon District property or in District publications shall require specific authorization.

Wheaton Park District possesses sole and final decision-making authority for determining the appropriateness of an advertising or sponsorship relationship and reserves the right to refuse to enter into any proposed advertising or sponsorship agreement. All requests shall be submitted through an Application for Advertising & Sponsorship (“application”) in a manner and form outlined in the following section, and advertising and sponsorship agreements based on responses to an application shall be reviewed in accordance with the following procedures and guidelines.

- Advertising and Sponsorship proposals projected to generate \$25,000 or more shall require the written approval of the Executive Director.
- Advertising and Sponsorship proposals projected to generate less than \$25,000 shall require the written approval of the Director of Marketing. All other marketing & development staff may approve advertising and sponsorship projected to generate less than \$5,000, in consultation with the Director of Marketing.

At the discretion of the Executive Director, any proposed advertising or sponsorship proposal may be referred to the President of the Board of Park Commissioners.

#### V. CRITERIA FOR PROPOSAL/COMMITMENT REVIEW

Proposals for advertising and sponsorship of Wheaton Park District programs or services shall clearly outline the forms of support sought and offered and the recognition to be given by the District. Acceptance of a proposal by the District shall result in the creation of an advertising and sponsorship commitment form that will detail the following information, at a minimum:

- Activities, products, and services of the private entity, its parent subsidiaries, affiliates and predecessor companies;
- Benefits to be given to the proposed advertiser or sponsor by Wheaton Park District and the estimated monetary value of those benefits;
- Benefits to be given to Wheaton Park District by the proposed advertiser or sponsor and the estimated monetary value of those benefits;
- Prominence of the proposed public recognition of support;
- Content of the proposed public recognition of support;
- Duration of the proposed public recognition of support;
- Conditions under which the advertisement or sponsorship commitment may be terminated.

Wheaton Park District recognizes that entering into an advertising or sponsorship agreement/commitment with an external entity does not constitute an endorsement of the entity or its services and products but does imply an affiliation. Such affiliation can affect the reputation of Wheaton Park District among its residents and its ability to govern effectively. Therefore, any proposal for advertising or sponsorship of a Wheaton Park District program or service in which the involvement of an outside entity compromises the public interest will be rejected.

Wheaton Park District shall consider the following criteria before accepting a proposal or entering into an advertisement or sponsorship agreement/commitment:

- Extent and prominence of public display of advertisement or sponsorship;
- Aesthetic characteristics of the public display of advertisement or sponsorship;
- Importance of the advertisement or sponsorship to the mission of the Wheaton Park District;
- Level of support provided by the advertiser or sponsor;
- Cooperation necessary from other District units to implement the advertisement or sponsorship;
- Inconsistencies between Wheaton Park District policies and the known policies or practices of the potential advertiser or sponsor;
- Other factors that might undermine public confidence in the District's impartiality or interfere with the efficient delivery of the District services or operations including, but not limited to, current or potential conflicts of interest between the advertiser or sponsor and the Wheaton Park District employees, officials, or affiliates, and the potential for the advertisement or sponsorship to tarnish the District's standing along its residents or otherwise impair the ability of Wheaton Park District to govern its residents.

## VI. PERMISSIBLE ADVERTISER OR SPONSORS AND MESSAGE CONTENT

Sponsorships or Advertisements on Wheaton Park District property are maintained as a nonpublic forum. Wheaton Park District intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages and advertising content. Wheaton Park District may make distinctions on the appropriateness of advertisers or sponsors based on subject matter of a potential advertisement or sponsorship recognition message.

Advertisement or Sponsorship from an organization that is engaged in any of the following activities, that has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgement of the authorized representative of the District or Board of Park Commissioners, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited on any District property or in District publications:

- Promotion of the sale or consumption of alcoholic or cereal malt beverages, in name, likeness or implication or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, cannabis dispensaries', including bars; provided, however restaurant or other food services establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only food services or lodging. Unless these establishments are related to a special event or District Facility where alcoholic beverages are approved to consume
- Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products;
- Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature.
- Depiction of any form of nudity or semi-nudity, profanity, obscenity or lewdness, or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials,
- Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials;
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
- Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
- Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this Policy;
- Inclusion of materials, depictions, promotions or offerings which are the type prohibited by, or by their nature would violate, any postal restrictions or regulations or any federal, state, or local law, rule or regulation.
- Promotion of services that directly compete with District programs or events.
- Promotion of messaging that paints the District in a negative light.

## VII. PERMISSIBLE RECOGNITION MESSAGES

Advertising or sponsorship recognition messages may identify the advertiser or sponsor but ordinarily should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations will ordinarily not be accepted. In accordance with the provisions of Section IV of this Policy, the Executive Director, the Director of Marketing or their designee shall have the ultimate authority to determine what is permissible in a recognition message.

Ordinarily, only the following content will be deemed appropriate:

- The legally recognized name of the advertiser or sponsoring organization;
- The advertiser or sponsor's organizational slogan if it identifies rather than promotes the organization or its products or services;
- The advertiser or sponsor's product or services line, described in brief, generic, objective terms. Generally, only one product or service line may be identified;
- Brief contact information for the advertiser or sponsor's organization, such as a phone number, address, or website. Contact information should be stated in a manner that avoids an implication or urging the reader to action. Wheaton Park District will not make any statements that directly or indirectly advocate or endorse an advertiser or sponsor's organization, products or services.

No materials or communications, including, but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the advertisement or sponsorship using Wheaton Park District's name, marks, or logo, may be issued without written approval from Wheaton Park District Executive Director, attorney or their designees.

## VIII. GENERAL CONDITIONS

1. Advertisers or sponsors are solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property and shall hold the District harmless for any such use, including all consequences or damages resulting therefrom. All commercial messages or advertisements shall be accepted and published by the District upon the representation that the agency, advertiser or sponsor is authorized to publish the entire contents and subject matter thereof. Advertiser or Sponsor agrees to indemnify and hold harmless the District, its elected and appointed officials, officers, agents, employees, and volunteers against all damages, costs and expenses including, without limitation, attorney fees resulting from any claim, action or proceeding alleging that the commercial message or advertisement or sponsorship infringes on any copyright, violates any right of privacy or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of an advertiser or sponsor's product.
2. Advertisers or sponsors assume liability for all content (including text, photographs, representations, illustrations, sketches, maps, labels, trademarks or other copyrighted matter) of advertisement or sponsorship message printed or placed and also assume responsibility of any claims arising therefrom made against the District.

3. The District is not liable for delays in publication or presentation of advertisements or sponsorship messages in any event or for any reason, including acts of God, action by a governmental or quasigovernmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the District affecting publication or presentation of an advertisement or sponsorship in any manner.

4. If an error or omission occurs in the publication or placement of any advertisement or sponsorship message, the District's liability shall be limited to the amount of the reduction in the value of the advertisement and sponsorship due to the error or omission, but in no event shall liability exceed the total cost payable for the advertisement or sponsorship space.

5. The words "a paid advertisement or sponsorship", or some like term may be added to an advertisement or sponsorship messages that in the sole opinion of the District, might be confused with editorial matter.

#### IX. ADDITIONAL CONSIDERATIONS

##### A. USE OF FUNDS

All funds derived from the acceptance and placement of advertisements and sponsorship messages shall be recorded, accounted for and used by the department, office, or related entity for authorized purposes in accordance with applicable, standard policies and procedures adopted by the District for the budgeting and expenditure of funds.

##### B. SPECIAL EVENTS

Nothing in this policy shall be interpreted to prohibit the conduct of special events by the District or its offices, departments or related entities and the use and recognition of advertisers, sponsors, products, sales or prizes.

##### C. ETHICAL CONDUCT

All offices, departments, and related entities of Wheaton Park District and its employees shall follow the highest level of ethical standards dealing with advertisers, sponsors or in the implementation of this policy.

##### D. IMPLEMENTATION

This policy shall be and become effective upon adoption by the Board of Park Commissioners and shall thereafter apply to the acceptance and placement of advertisement and sponsorship messages as provided in the policy; provided, however, that advertising or sponsorship messages which were made prior to the adoption of this policy shall not be considered in violation of the policy, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with the policy.



## Advertising & Sponsorship Examples



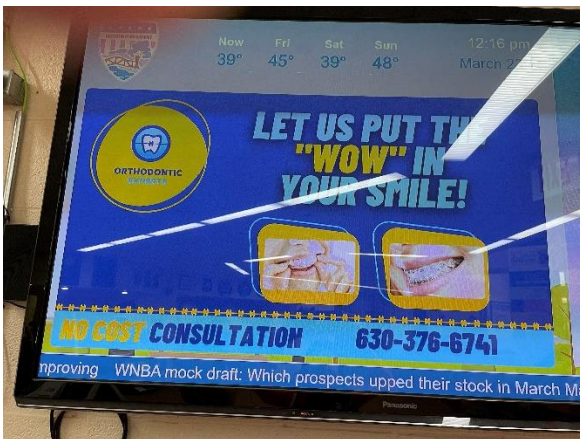
Vendor Booth Space



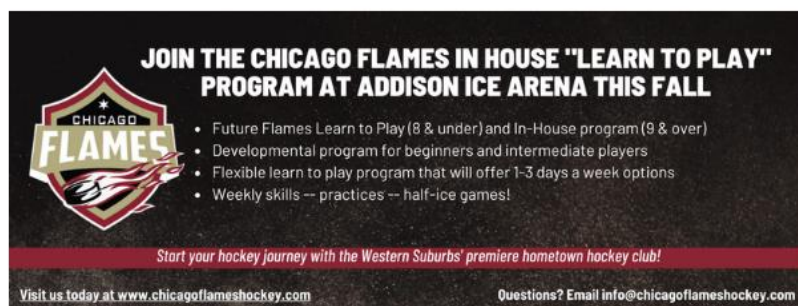
Signage and Events



Banner Advertising



TV Screen Advertising



Email Ad



## 2023 Advertising & Sponsorship PAYMENT SUMMARY

Advertising or Sponsorship	Commitment <i>Please Select</i>	Fee	Estimated Participation*	Estimated Reach*
<b>TOTAL COMMITMENT</b>		<b>\$</b>		

*\*For sponsorship: Estimated participation is based on the number of participants expected to attend the event, including volunteers and spectators. Estimated reach is based on impressions of marketing materials to promote and advertise the event.*

Billing & Contact Information	
Company/Organization:	
Contact:	Phone (office/home):
Day of Contact:	Phone (day of contact cell):
Email:	Website:
Address:	City, State, Zip:

Along with commitment form and payment, please submit digital logos\* for marketing and signage to:

Margie Wilhelmi, *Wheaton Park District*

855 W. Prairie Ave. | Wheaton, IL 60187

630.510.4984 p | 630.665.3779 f | [mwilhelmi@wheatonparks.org](mailto:mwilhelmi@wheatonparks.org)

*\*Please see page 10 for Terms & Conditions of Advertising & Sponsorship #5 Logo/Mechanical Requirements for logo formatting requirements.*

Payment & Invoicing	
<b>Payment by check or ACH is preferred.</b>	
Credit cards ( <i>Visa, MasterCard</i> ) are accepted for sponsorship less than \$5,000. Some exceptions may apply.	
Payment Type:	
<input type="checkbox"/> CHECK # _____ ENCLOSED <input type="checkbox"/> PLEASE SEND INVOICE (Net 30) <input type="checkbox"/> CREDIT CARD	
Name on Card:	Amount Enclosed or To Be Charged:
Billing Address on Card:	Contact Phone Number for Payment Questions:
Signature:	Expiration Date:
Credit Card Number:	Security Code:

☐ I have read and accept the Terms and Conditions of Advertising and Sponsorship as listed on the following page:

Signature	Printed Name	Date
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## TERMS & CONDITIONS OF SPONSORSHIP/ADVERTISING

1. **Statement of Purpose:** The Wheaton Park District "WPD" uses funds and promotional activities provided by/associated with special event sponsorships and paid advertisements to promote, further, and financially support the mission and good works of the WPD.
2. **Control of Content and Selection:** Sponsor or Advertiser is solely responsible and liable for the content of all promotional materials provided and actions taken by Sponsor or Advertiser in connection with its event sponsorship or Wheaton Park District advertising except to the extent modified by WPD. WPD reserves the right to contract content and selection of presenters, moderators, entertainers, products, event/program/activity logistics/layout, and/or publication content/logistics/layout/distribution, but the reservation of this right does not impose any obligation or liability on WPD with respect to its exercise or failure to exercise this right. WPD staff shall coordinate Sponsor's planned event sponsorship activities or Advertising placement with Sponsor's or Advertiser's Contact and Sponsor or Advertiser shall cooperate with WPD staff with respect to same. In the event of disagreement, WPD staff shall have contract and their decision is final.
3. **Disclosures of Financial Relationships:** WPD has the right to publicize to the event audience (a) sponsor funding of the event and (b) any significant relationship between WPD and the Sponsor or Advertiser providing benefit to the community.
4. **Auxiliary Support:** Any other support to be provided by WPD for the Sponsor or Advertiser in regard to the Sponsor's event sponsorship activities or Advertising (e.g. distributing brochures, preparing slides) must be approved by both parties and included in the Sponsorship and Advertising Commitment Form.
5. **Logos/Mechanical Requirements:** All logos or artwork to be used in sponsorship materials advertisements should be sent with a transparent background in ai, eps, tif, bmp or png formats at high resolution. If you have logo use guidelines, please notify the WPD when submitting files. Graphics sent via word, excel, power point or publisher will not be accepted. If an ad is sent in an unusable format, advertiser will be charged a minimum of \$150 for design, or correct artwork may be submitted prior to deadline.
6. **Cancellation of Event by WPD:** WPD reserves the right to cancel or postpone an event at its discretion. This includes but is not limited to event/program/activity/publication cancellation due to inclement weather or unsafe conditions. Should such postponement or cancellation occur, the sponsorship fee will NOT be refunded to Sponsor, but in the case of event postponement will be applied as a credit to the sponsorship fee for the re-scheduled event, and in the case of cancellation will be applied as a credit to the sponsorship fee for another WPD special event selected by the Sponsor in consultation with WPD.
7. **Cancellation of Sponsorship by Sponsor:** Cancellation by Sponsor of a special event Sponsorship must be done in writing at least sixty (60) days prior to the printing of sponsorship materials or first publication/public notice of the special event sponsorship. The Sponsorship fee is non-refundable, but the fee may be applied as a credit to the sponsorship fee of another WPD special event as long as none of the sponsorship benefits have been received, and the amount of the credit will be reduced by any costs incurred by WPD with respect to the sponsorship that was cancelled.
8. **Cancellation of Advertisement by Advertiser:** Cancellation by Advertiser of an Advertising placement must be done in writing at least thirty (30) days prior to the publication of advertising materials. The advertising fee is non-refundable, but the fee may be applied as a credit to the advertising fee of the opportunity at a later time as long as the advertising space is available.
9. **Assumption of Risk, Waiver, Indemnification, and Hold Harmless:** Sponsor and Advertiser assumes all risk associated with its conduct of its sponsorship activities, and waives and releases WPD and its elected and appointed officials, officers, employees, agents, and volunteers (hereinafter individually and collectively referred to as "WPD Parties") from any and all claims of every kind arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities or advertising, occurring on or off WPD property, including but not limited to property loss, theft, damage, or destruction and personal injury (including death). Sponsor or Advertiser shall indemnify and hold WPD Parties harmless from and against any and all claims (including but not limited to claims by Sponsor's or Advertiser's employees, agents, and volunteers) of loss, cost, expense, or damage arising out of, related directly or indirectly to, or in connection with Sponsor's sponsorship activities or Advertising, or Sponsor's/Advertiser's breach of its financial and other commitments as provided in the attached Special Event Sponsorship Commitment & Payment Form and these Terms and Conditions. For purposes of this paragraph, the act or failure to act of Sponsor/Advertiser or officers, directors, employees, agents, or volunteers of Sponsor/Advertiser shall be deemed the act or omission of Sponsor/Advertiser.
10. **Certificate of Insurance:** WPD reserves the right to require insurance appropriate to the nature of Sponsor's/Advertiser's activity and special event involvement. WPD may require Sponsor or Advertiser to provide a Certificate of Insurance based on its assessment of Sponsor's/Advertiser's intended activities in connection with the sponsored event. Further information regarding a requirement for Certificate of Insurance can be requested from Wheaton Park District.

11. **Payment Terms:** All Sponsorship/Advertisement payments must be received no later than the first to occur of (a) thirty (30) business days from date of Sponsor's/Advertiser's submission of Special Event Sponsorship Commitment & Payment Form; or (b) date of sponsored event, unless otherwise agreed to in writing by WPD and Sponsor. Payment MUST be received prior to publication of any marketing materials or sponsorship/advertising benefits.
12. **Exclusivity:** Sponsorship or advertiser category exclusivity is not guaranteed. Exceptions may be made for Presenting Sponsors. Please see benefits if applicable as provided in Section 15 below: "Other Terms and Conditions" if applicable.
13. **Compliance with Applicable Laws and Protection of WPD Property:** Sponsor/Advertiser shall comply with all applicable federal, state, county, and local laws, plus rules and regulations in the conduct of its special event sponsorship activities. If Sponsor/Advertiser will be placing structures, equipment, or signage or be distributing materials or goods on WPD property in connection with or as part of its sponsorship activities, Sponsor will use reasonable efforts and due care to prevent damage, loss, or destruction to or of WPD property and to prevent litter in and from the conduct of its activities. The placement of structures, equipment, and signage is part of Sponsorship activity logistics subject to consultation with and approval by WPD.
14. **Relationship of Sponsor to WPD:** Sponsor/Advertiser is a legally independent entity from WPD and shall not represent itself to the public otherwise.
15. **Other Terms and Conditions:** Not applicable.