



Mayor & Village Board Standard Operating Procedure – No. 009

Date Adopted: March 26, 2013
Date Revised: October 26, 2022

Mayor and Village Board Standard Operating Procedure No. 009, having been first adopted by the Mayor and Village Board on March 26, 2013 shall:

1. Be updated on at least an annual basis;
2. Be administered by the Mayor and Village Manager; and
3. Be a policy guiding the Village Organization regarding the acceptance of special event/festival sponsorship – Financial and in-kind.

Signed: _____

Date: 10-26-22

POLICY ON GUIDING THE VILLAGE ORGANIZATION REGARDING THE ACCEPTANCE OF SPECIAL EVENT/ FESTIVAL SPONSORSHIP – FINANCIAL AND IN-KIND

1. PURPOSE

The purpose of this policy is to establish general guidelines for entering into sponsorship agreements with entities and individuals for the Village's programs, events and property. Sponsorships are a privilege, not a right. Sponsorships are an important tool to enhance and improve the programs and events for the citizens and visitors of Homer Glen as well as provide opportunities for community involvement by local businesses who desire to support and be associated with Village programs and events, thereby maximizing taxpayers' money. The Village recognizes the public need to have confidence in the integrity and impartiality of its government. As such, sponsorships are maintained by the Village as a non-public forum and regulated by the Village. The Village reserves the right to exercise full discretion and editorial control over the placement, content, appearance and wording of sponsorship affiliations and messages in accordance with the terms of this policy.

2. SCOPE

This policy applies to all sponsorship agreements entered into by the Village with individuals and entities for the Village's programs, events and property. This policy does not apply to advertising space made available by the Village for paid advertisements. The decision to grant a sponsorship is discretionary and shall be considered on a case-by-case basis. The Village is under no obligation to approve any requested sponsorship. The Village Board and/or Village Manager reserves the right to deviate from the policy and criteria contained herein when they believe it is in the Village's best interest to do so.

3. SPONSORSHIP APPLICATION

Application for sponsorship can be submitted by individuals or entities responding to sponsorship opportunities posted on the Village's website, targeted direct mailings, and/or other selected methods deemed appropriate by the Village. The Village may also consider sponsorship proposals initiated and submitted by individuals or entities, but is not obligated to do so. Notwithstanding the foregoing, the Village shall not accept applications for sponsorship within the period of fourteen (14) days prior to the subject event or program, unless otherwise specifically authorized by the Village Manager or his/her designee.

4. SPONSORSHIP CATEGORIES

Sponsorships are appropriate for the following types of Village activities:

Festival Sponsorships: A festival sponsorship is the cash or in-kind payment for the sponsorship of a Village organized festival. Village festivals include festivals such as the Homer Community Festival (HomerFest) and Homer for the Holidays. The term of a festival sponsorship shall terminate at the conclusion of the festival.

Presenting Sponsorship: A presenting sponsorship requires a minimum cash payment equal to or greater than the amount as established annually for each respective festival, event or program by the Village Manager or designee responsible for the festival, event or program. Presenting Sponsors represent the top tier of Sponsorships in the Village, and require some form of cash payment for the terms agreed upon – in kind donations can not be the sole contribution in order for an organization, individual or entity to be considered a Village of Homer Glen Presenting Sponsor. Presenting Sponsorship benefits may include, but are not limited to:

- **Category Exclusivity:** The individual or entity's exclusive presence as presenting sponsor at the festival, event or program within the individual or entity's product or service category;
- **Branding:** The individual or entity's name and/or logo associated with the festival, event or program in promotions, publications and website;
- **Banner Placement:** A Village approved banner, of a size determined by the responsible department head, prominently displayed at the festival, event or program; and

- ***Booth Presence:*** A booth location at the festival, event or program, if available.

Sponsorship Levels: The Village of Homer Glen has the ability to establish sponsorship levels/tiers as needed in order to better define levels of sponsorship. Some examples of sponsorship level/tier names could be: Major, Platinum, Gold, Silver, Bronze, Diamond, Emerald, Ruby, etc. These levels help the Village differentiate areas of sponsor contribution and vary depending on program, festival or event.

Special Event Sponsorships: A special event sponsorship is the cash or in-kind payment for the sponsorship of a Village organized special event. A special event sponsorship requires a minimum cash or in-kind payment equal to or greater than the amount as established by the Village Manager or designee. A special event includes a one-time occasion or reoccurring event which is generally smaller than a festival, including such events as Stargazing, Movie in the Park, Chalk-It-Up, Trunk-or-Treat, Community Cleanup Day, Veterans Day Celebration, and other special events as designated by the Village. Benefits provided shall terminate at the conclusion of the special event.

Program Sponsorship: A program sponsorship is the cash or in-kind payment for the sponsorship of a Village offered program for the public. A program sponsorship requires a minimum cash or in-kind payment equal to or greater than the amount as established by the Village Manager or designee. A program includes a series of ongoing activities (e.g. classes, senior dances, leagues, etc.) offered by the Village. Benefits provided shall be determined by the Village Manager or designee. Program sponsorships shall be limited to a term equivalent to the duration of the program.

Village Property Sponsorship: A Village property sponsorship is the cash or in-kind payment for the sponsorship of certain Village-owned property. A property sponsorship requires a minimum cash or in-kind payment equal to or greater than the amount as established by the Village Manager or designee. Benefits provided shall be determined by the Village Manager or designee. Property sponsorships are not the same as naming rights and would pertain to something like a trolley, train, bus, etc.

Promotional Item Sponsorship: A promotional item sponsorship is the cash payment for the sponsorship of a promotional item handed out by the Village at Village festivals, special events, and/or programs. A promotional item sponsorship requires a minimum cash payment equal to or greater than the amount as established by the Village Manager or designee. A promotional item is an article of merchandise selected by the Village and may be branded or adorned with the Village's name or any brands or logos of the Village for the principal purpose of promoting a Village festival, special event or program. Benefits provided shall be as determined by the Village Manager or designee.

First Right of Negotiation: The Village will allow Sponsors that have secured a sponsorship that is limited in scope (for example: Presenting, Major, etc.) First Right of Negotiation with Village to review and maintain their sponsorship into the next year. The Village reviews and adjusts sponsorship fees and details year-to-year as needed. The Village will give all sponsors that have "limited space sponsorships" details of the new sponsorship rates for the next year, and provide at least 90 days for the entity or individual to review and negotiate the terms before opening the sponsorship up to other potential entities or individuals. At the conclusion of 90 days or when the previous entity or individual

has responded that they do not wish to continue their sponsorship of that area for next year, the sponsorship will be opened to other potential sponsors without confirmation of an intent to renew and continue at the current sponsorship level. First Right of Negotiation only applies to sponsors wishing to maintain or increase their overall sponsorship levels for next year, will not apply in the event a sponsor wishes to reduce their sponsorship level or move to a different sponsorship item (not transferrable between programs).

First Come, First Served: Unless specifically stated by the Village, sponsorships are first come, first served and will be offered to entities or individuals in the order they first expressed interest in the sponsorship area.

The Village may include additional benefits depending on the type of activity sponsored, the level of the sponsorship and value of the cash or in-kind payment.

5. SPONSORSHIP CRITERIA

The Village shall consider, but is not limited to, the following criteria, if applicable, when evaluating a sponsorship proposal. In all cases the Village shall have the ability to accept or reject the proposal.

- The compatibility of the entity or individual's mission, product and promotional goals with the Village's Community Vision, Mission, Values, Ordinances, and Policies;
- The compatibility and appropriateness of the entity or individual's mission, product and promotional goals with the Village program, event or property to be sponsored;
- The compatibility of the entity or individual's proposal with the standards, aesthetic values and visual integrity of Village property and expectations of users;
- The entity or individual's past record of involvement in the community and Village projects;
- The timeliness or readiness of the entity or individual to enter an agreement;
- The actual value, in cash or in-kind goods or services, of the proposal in relation to the benefit of the entity or individual and the Village;
- The Village's operating and maintenance costs, including staff time or other additional responsibilities associated with the proposal;
- The inclusion of conditions that would limit the Village's ability to enter into agreements with other sponsors or to carry out its functions fully and impartially; and
- The potential for public perception of partiality, impropriety or implied relationship between the Village and the individual or entity other than for the limited purpose of the sponsorship.

6. APPROVAL OF SPONSORSHIPS

Approval of sponsorships shall be made within the sole discretion of the Village. All sponsorships shall be memorialized in a written agreement approved by the appropriate authority as set-out herein. The Village Manager or designee has the authority to seek and negotiate all sponsorships with individuals and entities. All Presenting Sponsorships, as described herein, shall be approved by the Village Board. All other sponsorships shall be approved by the Village Manager or designee.

7. ENTITIES AND INDIVIDUALS NOT CONSIDERED FOR VILLAGE SPONSORSHIPS

The Village organization, including any and all Village Boards, Commissions or Committees, shall not seek or accept any event/festival sponsorship assistance, either financial or in-kind, from the following:

- Entities or individuals that are currently involved in litigation with the Village either directly or with an intergovernmental agency to which the Village of Homer Glen belongs;
- Entities or individuals involved in the manufacture of cigarettes, tobacco products, and vapor products;
- Entities or individuals involved in the manufacture of alcohol, except where alcoholic beverages have been authorized for sale and consumption on the premises, provided that such sponsorship is not directly linked to activities, assets, facilities, or services targeting people under the age of twenty-one years;
- Entities or individuals involved in the manufacture, distribution, and wholesaling of firearms;
- Entities or individuals whose business is solely or substantially derived from the sale of pornography; and
- Entities or individuals involved in the advocacy or endorsement of candidates or campaigns pertaining to political elections.

8. APPROVED SPONSORSHIP STANDARDS

If an entity or individual is selected as a sponsor by the Village, its sponsorship shall adhere to the following standards:

The Village reserves the right to approve or reject messages or advertisements utilized in association with the sponsorship and the content, wording, appearance or copy thereof for any reason whatsoever and shall not be liable for any damages. The Village shall reject all proposed messages or advertisements that contain any one or more of the following:

- Advocacy or endorsement of candidates or campaigns pertaining to political elections;
- Depiction in 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 for the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
- Promotion or depiction of discrimination or the use of hate speech against any individual, group, company or organization;
- Implication of endorsement by the Village or Village employees;
- Content which is false, misleading, deceptive or which otherwise relates to an illegal activity; or
- Language or descriptive material which taken in form and context is deemed to be contrary to community standards.

Sponsors are solely responsible for obtaining any necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property.

Approval of a sponsorship does not relieve the entity or individual receiving the sponsorship from also complying with all other applicable Village, state and federal laws and regulations.

9. TERMINATION OF VILLAGE SPONSORSHIP

The Village reserves the right to terminate any sponsorship at any time if, in the Village's sole discretion, continuation of the sponsorship is not in the best interests of the Village.

10. COMPLIANCE WITH VILLAGE'S ETHICS POLICY

All sponsorships under this policy shall be obtained in a manner consistent with the Village's Ethics Code.

11. REPORTING OF SPONSORSHIPS

All sponsorships under this policy shall be obtained, recorded and tracked in a manner consistent with the Village's Ethics Code.

12. CONSENT TO USE SPONSORSHIPS IN VILLAGE PHOTOS

By placing the sponsorship at a Village event, program or on Village property, sponsor hereby consents to the Village's appearance of that sponsorship in the use of photos taken at the program, event or property.

13. NON-USE OF NAMES

An approved sponsor shall not use the names and brands of the Village unless otherwise permitted in writing by the Village.

14. DELEGATION OF AUTHORITY TO VILLAGE MANAGER AND RESPONSIBILITY FOR ENFORCEMENT

The Village Manager or designee is hereby authorized to develop additional forms, rules, applications, and procedures as necessary to effectuate the purposes of this Policy. The Village Manager shall be responsible to the Village Board for the enforcement of this Policy.

15. SEVERABILITY

If for any reason as section, subsection, sentence, portion or part of this Policy, or the application thereof to any person or circumstance, is declared to be unconstitutional or invalid, such decision shall

not affect the validity of the remaining portions of this Policy or other Village of Homer Glen Policies and the Village of Homer Glen Code or other ordinances.

16. DEFINITIONS

The following words when used in connection with this policy shall have the meanings respectively ascribed to them herein.

Advertising: A private commercial message calling attention to a product, service, or need where the individual or entity has paid for the opportunity to make the message available to the public.

Advertising Space: Village owned property that is made available to private individuals or entities for advertising. Advertising Space is a nonpublic forum subject to regulation by the Village.

Category Exclusivity: When areas of sponsorship contain category exclusivity, that exclusive right will only pertain to the top-level (Presenting) sponsorship program, and not prevent other entities or individuals within that category from participating via sponsorship at a lower level. The terms and conditions of category exclusivity is the sole discretion of the Village Manager or designee in charge of the event, program or property and/or the Village Manager or a designated staff member. Category exclusive sponsorship levels will be clearly defined in the sponsorship documentation for each event, and will be evaluated on a case-by-case basis. Category exclusivity is not meant to restrict other entities or individuals in a category from participating in an event, but is meant to protect the Presenting Sponsor's ability to maintain a premium sponsorship level and extra exposure.

Entity: Any corporation, partnership, or other type of business organization acting under a legal charter having its own rights, privileges, and liabilities.

In-Kind Payment: Full or partial payment of a sponsorship fee in goods or services, rather than cash, deemed by the Village to be beneficial to the program, event, or Village property sponsored. The value of the goods or services provided in lieu of cash shall be measured by their fair market value. At the time of application for sponsorship, Sponsor shall document in writing the valuation of the goods or services to be provided.

Sponsor: An individual or entity selected for sponsorship.

Sponsorship: Display by a specific entity or individual of its logo, message or other form of recognition at a Village event, program or on Village property, in exchange for cash or in-kind payment.

Village: The Village of Homer Glen.