



September 16, 2015

To: The Board of Governors of Exhibition Place

ACTION REQUIRED

From: Dianne Young
Chief Executive Officer

Subject: **Board of Governors Policies - Revised**

Summary:

This report recommends the approval of the Board policies attached which have been revised because of organizational changes that have resulted from the independence of the CNEA and the new management direction for BMO Field as previously approved by the Board.

Recommendation:

It is recommended that the Board approve the revised Board Policies as outlined in the attached Appendix "A".

Financial Implications:

There are no financial implications arising from the recommendation in this report.

Decision History:

The Exhibition Place 2014 – 2016 Strategic Plan had an Organizational and Staffing Goal to *Review and revise our corporate systems* and as a Strategy to support this Goal we *will complete an annual review of By-Laws, Policies and Procedures of the Board of Governors.*

Noted below are the approval Board meeting dates and links to the former policies.

- Coliseum Suite – February 15, 2013
[http://www.explace.on.ca/database/rte/files/Item%207-Ricoh%20Policy\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%207-Ricoh%20Policy(1).pdf)
- Complaints – February 15, 2013
[http://www.explace.on.ca/database/rte/files/Item%205-Complaints%20Policy\(2\).pdf](http://www.explace.on.ca/database/rte/files/Item%205-Complaints%20Policy(2).pdf)
- Councillor Use of Exhibition Place – September 28, 2012
[http://www.explace.on.ca/database/rte/files/Item%2013-CouncillorUse\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%2013-CouncillorUse(1).pdf)
- Naming Rights – February 15, 2013
[http://www.explace.on.ca/database/rte/files/Item%209-Naming%20Policy\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%209-Naming%20Policy(1).pdf)
- Not-For-Profit Booking Guide – April 23, 2010
<http://10.11.0.3/wp-content/uploads/2012/05/Not-for-Profit-Booking-Guidelines1.pdf>
- Plaque Installation – July 26, 1999
<http://10.11.0.3/wp-content/uploads/2012/05/Plaque-Installation-Policy.pdf>
- Publication of Senior Expenses – January 27, 2012
[http://www.explace.on.ca/database/rte/files/Item%2013-Sr%20Exp\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%2013-Sr%20Exp(1).pdf)
- Soccer Suite – February 15, 2013
[http://www.explace.on.ca/database/rte/files/Item%208-Soccer%20Policy\(1\).pdf](http://www.explace.on.ca/database/rte/files/Item%208-Soccer%20Policy(1).pdf)
- Sponsorship – February 15, 2013
[http://www.explace.on.ca/database/rte/files/Item%2027-Spon%20Policy\(2\).pdf](http://www.explace.on.ca/database/rte/files/Item%2027-Spon%20Policy(2).pdf)

Issue Background:

On a regular basis, Exhibition Place staff review its policies to ensure they are current. Given the organizational changes that have happened in the last 4 years, this process was undertaken in 2015 and the attached policies have been revised.

Comments:

The revised Board policies are outlined in Appendix "A" as follows:

- a) Coliseum Suite
- b) Complaints
- c) Councillor Use of Exhibition Place
- d) Naming Rights
- e) Not-For-Profit Booking Guide
- f) Plaque Installation
- g) Publication of Senior Expenses
- h) Stadium Suite
- i) Sponsorship

Contact:

Fatima Scagnol, Corporate Secretary

Tel: 416-263-3620

Fax: 416-263-3690

E-mail: Fscagnol@explace.on.ca



APPENDIX “A”

Coliseum Suite Policy			
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Policy Statement

The purpose of this policy is to provide for the protocol and administration for use of the Board’s Coliseum Suite.

Application

This policy applies to current Members of the Board, business/protocol/marketing opportunities, and non-profit charitable or community groups.

Definitions

N/A

Conditions

N/A

Implementation

1. The Suite and 12 tickets will be allocated to nine (9) Members of the Board for exhibition and/or regular season games of the Toronto Marlies that are played at the Coliseum on a “first come, first served” basis on dates chosen by Members of the Board.
2. The Suite and 12 tickets will be allocated for Board business/protocol events for four (4) exhibition and/or regular season games of the Toronto Marlies. The determination of such games and the allocation of such tickets is determined by the Chair of the Board. The Chair will complete a “Ticket Use Record” for each date.
3. The Suite and 12 tickets for one (1) exhibition and/or regular season game each will be allocated to the local City Councillor for Ward 14 and Ward 19 for use for their local community organizations as determined by the City Councillor. The City Councillor will complete a “Ticket Use Record” for each date.
4. Tickets allocated to Members of the Board for Toronto Marlies games are to be used for the benefit of non-profit, charitable or community organizations in the City of Toronto or for the business purposes of the Board. The member allocated the tickets determines the recipient organizations/guests.
5. The Member of the Board or a designate may attend at the Suite with the recipient organization/guests and the Member or organization may purchase additional game tickets over and above those provided by the Board. However, the maximum number in attendance in the Board’s Suite shall not exceed 18 persons in total, excluding the Suite hostess. The purchase of additional tickets will be the responsibility of the hosting Member or recipient organization/guests.
6. Tickets may be used for fundraising purposes by the recipient organization. The organization shall inform the sponsoring Member of the Board of the purpose of the fundraising activity and obtain any required lottery license prior to conducting the fundraising. This information is included on the “Ticket Use Record” submitted by the Member of Board allocated the tickets
7. Members of Board must submit a “Ticket Use Record” within five days of game day.
8. Any tickets not required for business/protocol purposes or not used by a Member of the Board are to be returned to the Exhibition Place and will allocate the same to non-profit, charitable or community organizations. The Chief Executive Officer will complete a “Ticket Use Record”.
9. Exhibition Place will maintain a complete record of all the Ticket Use Records required to be filed.

10. Additional tickets purchased by a Member of the Board or City Councillor (the "User") are the responsibility of the User and may be paid personally by the User. All charges including amounts for food (except snacks provided by the Board as per the budget), alcoholic beverages or event programs are the personal responsibility of the User and are to be paid directly by the User or other attendees.
11. Where tickets are allocated to non-profit, charitable or community organizations solely for their use, the cost of any hospitality associated with the use of the Suite will be the recipient organization's direct responsibility.
12. A Suite Hostess is provided for all Toronto Marlies team home games.
13. Members of the Board are advised by e-mail in advance of all other events at the Coliseum where the Board's Suite can be utilized, including Toronto Marlies playoff games. Tickets for these events will be allocated to members on a "first come first served" email reply basis (maximum four tickets per Member, maximum 18 attendees in the Suite). All hospitality and ticket expenses associated with use of the Suite at such events will be the personal responsibility of the Members attending and may not be charged back to Board's Budget.



Complaints Policy for Exhibition Place			
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Policy Statement

The purpose of this policy is to provide for a mechanism to receive feedback and resolve issues relating to complaints about any of the Exhibition Place services and actions from customers, attendees, visitors, partners and Toronto residents that visit Exhibition Place.

Application

Exhibition Place receives, reviews, records and makes every effort to promptly resolve complaints as quickly as possible, and in accordance with defined guiding principles and an established complaints procedure(s). The Exhibition Place Complaints Policy is made accessible to the public on the websites for Exhibition Place, and City of Toronto. Exhibition Place staff are made aware of and receives instruction on this Policy and will act in accordance with defined guiding principles as established in the complaints procedure. Exhibition Place regularly reviews the complaints log for issues and trends as a means of continually improving processes and service. A report with respect to all Complaints will be reported to the Board of Governors of Exhibition Place on a yearly basis.

Definitions

N/A

Conditions

N/A

Implementation

(Link on Ex Place Website – Procedures)

EXHIBITION PLACE COMPLAINTS PROCEDURE

1. Introduction

- The following procedure applies to complaints directly related to services and processes within the Exhibition Place program/service areas:
 - (a) Corporate Secretary/Exhibition Place
 - (c) Event Management
 - (d) Facility Management
 - (e) Financial
 - (f) Human Resources
 - (g) Operations
 - (h) Parking
 - (i) Records & Archives
 - (j) Sales & Marketing
 - (k) Security

2. Guiding Principles – in managing all complaints the following principles will guide Exhibition Place and its Management Team for all program areas:

- It is in the interest of all parties that complaints are dealt with promptly and resolved as quickly as possible.
- Staff will treat complaints as confidential and protect the complainant's privacy and staff's privacy as much as possible.
- Review of complaints is fair, impartial and respectful to all parties involved.

- Complainants are advised of their options to escalate their complaint if they are dissatisfied with treatment or outcome.
- Complainants are provided clear and understandable reasons for how decisions on the complaint were made.
- Updates are provided to complainants during review processes.
- Following an initial review of complaints, complainants are advised if alternate complaint procedures apply.
- In the management of complaints the Exhibition Place will ensure that all original copies of written complaints and complaint forms will be filed and locked in a secure area on the Exhibition Place grounds.
- All electronic copies of written complaints and complaint forms will be password protected with only the Corporate Secretary/Exhibition Place.

3. Types of Complaints

Definition: A complaint is an expression of dissatisfaction about the service, actions, or lack of action by a service area or staff member representing Exhibition Place. Complaints may relate to the actions of an individual or to an Exhibition Place Service or Program Area policy, process or procedure.

Examples include but are not limited to:

- a perceived failure to do something agreed to do;
- a failure to observe policy or procedures;
- an error made by staff; or
- unfair or discourteous actions/statements by staff

Anyone personally affected can submit a complaint and it will be reviewed in accordance with the Exhibition Place Complaint Policy / Procedure.

4. Ways to Make a Complaint

A. Exhibition Place:

- Mail: Fatima Scagnol, Corporate Secretary/Exhibition Place, Attention: "Complaints", 100 Princes' Blvd., Suite 1, Exhibition Place, Toronto, ON M6K 3C3, who will record and allocate a complaint number in the data base and a copy of the written complaint will be delivered to the appropriate General Manager and Director.
- Electronic: FScagnol@explace.on.ca, Attention: "Complaints" who will record and allocate a complaint number in the data base and a copy of the written complaint will be delivered to the appropriate General Manager and Director.
- Fax: 416-263-3690 – Fatima Scagnol, Corporate Secretary/Exhibition Place Attention: "Complaints" who will record and allocate a complaint number in the data base and a copy of the written complaint will be delivered to the appropriate General Manager and Director.
- Telephone: Fatima Scagnol, Corporate Secretary/Exhibition Place, 416-263-3620 (direct line) who will record and allocate a complaint number in the data base and a copy of the written complaint will be delivered to the appropriate General Manager and Director.

B. How a Complaint is Made

- A complaint may be received verbally (by telephone) or in writing (received by hand delivery, mail, fax or electronic means).

- The complainant may use the Complaint Tracking Form to submit their complaint; however, this form is not always required for a complaint to be received or reviewed.
- Exhibition Place strives at all times to provide equal treatment and equitable benefit of Exhibition Place services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.
- All complaints are taken seriously and dealt with in a manner that meet and/or exceeds customer expectations.
- All complaints will be recorded and allocated a complaint number and will be part of an Exhibition Place official records.
- Following the filing of a complaint, all details of the complaint will be reviewed, an investigation conducted and report produced.

C. Handling of Complaints

- Written complaints receive a written notice of decision unless otherwise requested by complainant.
- Verbal complaints receive written and/or verbal notice at the discretion of Exhibition Place or as requested by the complainant.
- If applicable, the complainant will be notified in writing of any corrective action taken or remedy proposed. Confidentiality will be maintained to protect the privacy of Exhibition Place staff or staff acting on behalf of Exhibition Place.

D. Logging of the Complaint & Record

- To ensure a central record for all complaints a complaint database is maintained for Exhibition Place.
- Each entry is given a complaint number beginning with the year followed by the letters indicating the respective database and service area (i.e. 2011-EX-CS-001)
- The Corporate Secretary/Exhibition Place and is responsible for maintaining and ensuring the respective complaints database are up-to-date.
- All hard copies of documentation for all complaints will be stored in secure files.
- Regular monitoring and review of complaints will be conducted to identify issues, trends, areas of concern and opportunities for improvement.

E. Response Times

The following standards for acknowledging receipt of a complaint apply unless the complainant requests a particular mode of contact:

- Complaints are acknowledged by telephone within one (1) working day of being received.
- Complaints are acknowledged by email within one (1) working day of being received.
- Complaints are acknowledged by fax within two (2) working days of being received.
- Complaints are acknowledged by mail within three (3) working days of being received.
- Where an expanded review is required, complainants are contacted within fourteen (14) days with either a final response or update. At that time the complainant is advised of when the next contact will be – either for a proposed resolution or for the next progress update.

F. Expanded Review Process

The Expanded Review Process may be pursued at the request of the complainant or at the discretion of Exhibition Place Management Staff. The Expanded Review Process will include:

- If it is a verbal complaint, a request may be made to put the complainant to put his/her complaint in writing, especially if it involves a serious or complex matter. If the complainant declines, a note should be placed in the complaint file.
- Discussion(s) with the complainant to clarify the complaint, confirm common understanding, clarify outcome sought, and explain complaint procedures.
- Discussion(s) with staff involved to obtain their perspective (with union representative if applicable).
- Discussion(s) with witnesses to the complaint, if applicable.
- Review of background information such as policies and procedures, previous written communications and other documentation. (Confidential information such as Human Rights Office files are not included)
- Obtain and review other expert opinions or perspectives.
- Complainants will be contacted with a resolution or update. (See Response Times)
- Complainants are automatically contacted when their complaint is escalated.
- NOTE: From time to time, there may arise extraordinary circumstances where Exhibition Place may not be in a position to guarantee these standards can be satisfied (e.g. during labour disruption, emergency management situation, etc.)

G. List of Forms:

Complaint Tracking Form.

5. Decision & Resolution – Unresolved or Dissatisfied

If a complaint is not addressed to the complainant's satisfaction, the complainant can contact the Office of the Ombudsman as an office of last resort. Visit the Ombudsman's secure and independent web site for more information:

[www.toronto.ca/ombudstoronto/<http://www.toronto.ca/ombudstoronto/index.htm](http://www.toronto.ca/ombudstoronto/index.htm)

Telephone: 416-392-7062

E-mail: Ombuds@toronto.ca



Councillor Use of Exhibition Place Policy			
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Policy Statement

The purpose of this policy is to establish a protocol for use of Exhibition Place facilities by City Councillors and provides the parameters, fee structure, and booking logistics for such use by Councillors for occasional constituency and community events, and meetings. This policy is not for the purposes of conducting any election-related campaigns.

Application

This policy applies to City Councillors.

Definitions

For the purpose of this policy, the following non-tenanted buildings/spaces within Exhibition Place apply:

- Ballpark Area
- Bandshell Park
- Better Living Centre
- Conference Centre/Exhibition Facility Buildings
- Outside Parkland - not included in existing Tenant Leases
- Queen Elizabeth Building – Exhibit Hall

Conditions

1. City Councillors need to communicate with their constituents concerning the meetings and activities of City Council and its Committees, as well as the business and services of the City.
2. City space should be made available for Councillor occasional use for special events and for occasional Councillor meetings with constituents.
3. The health and safety of Exhibition Place employees working the facility or the safety and security of public users of the facility should not be adversely affected by the Councillor's usage of the space.
4. The ability of Exhibition Place and its functional programs to deliver their programs and services at the facility should not be adversely affected by the Councillor's usage of the space.
5. Councillors cannot book facilities on behalf of third parties.
6. Councillors must remove all files, photographs, posters and any other materials at the end of their meetings or booking times.
7. Councillors must comply with the health and safety requirements of the facility.
8. No permanent signage or display board will be permitted.
9. Councillors should plan to bring their own equipment required for the meeting (e.g. computers and cell phones).
10. Basic furniture (e.g. tables and chairs that would be part of the regular set-up of space) will be provided. Special set-up requirements or room re-sets if needed, may incur an additional fee. Housekeeping, AV, labour, parking, security, utilities, equipment and food & beverage will all incur additional fees.
11. City Councillors must abide by all Exhibition Place Collective Agreements, and exclusive supplier agreements including but not limited to; food & beverage, IT/Telecom, electrical and utility services.

Denial of Use

Should a Councillor contravene the use of this policy, the Chief Executive Officer will discuss the correct use of the policy with the affected Councillor.

Resolution of Issue

Councillors who encounter difficulties or issues with the use of space under this policy should resolve these issues first with the Director of Sales & Marketing, and if no satisfactory solution is found, with the General Manager, Sales & Events Management Department.

Implementation

Meeting rooms within the conference/exhibition facilities are available to City Councillors for occasional use for community events and for occasional meetings with constituents, subject to availability and Exhibition Place Booking Guidelines

1. The Ballpark Area, Bandshell Park, Better Living Centre, Outside Parklands (not included in existing Tenant Leases), and Queen Elizabeth Exhibit Hall are available to City Councillors for occasional use for community events.
2. Councillors should be considered third priority users of facilities within Exhibition Place where the space is not already booked. Councillor bookings cannot bump or challenge other previously booked Exhibition Place conferences, events, meetings or exhibitions.
3. The fee charged for the use of space shall be in accordance with the fee structure and booking limits described in the "Fees Section" below.
4. Councillors must abide by the Board's policies and procedures that are in place related to the use of Exhibition Place facilities.
5. To reserve space, Councillors are required to enquire to the Sales & Marketing Division at 416-263-3600 or sales@explace.on.ca. A proposal will be prepared with date availability and applicable pricing.
6. A License Agreement must be mutually executed by the City Councillor hosting the event/meeting and Exhibition Place.

Fees & Booking Limits

1. One-time constituency and community events and meetings:
 - a) Meeting Room Rental rates will be waived for at least one (1) meeting/event per City Councillor each calendar year; and then regular rental rates will apply after the one (1) rent-free meeting/event.
 - b) Regular exhibit hall rental rates apply for all uses.
2. The fee structure will be communicated to Councillors as the need arises.
3. Additional costs related to a constituency or community meeting or event, including but not limited to overtime for staff, security, set-up and clean-up, equipment costs, food & beverage, parking and labour will be charged at the regular rate and are applicable to all events and meetings, including any rent-free event noted in 1(a) above.

Conditions of Use

1. All meetings/events must be related to City business and be hosted directly by a City Councillor.
2. All meetings/events must be booked per normal timelines, and in accordance with the Exhibition Place Booking Guidelines.
3. No games of chance, including bingo and lotteries, are permitted.
4. Charitable fund-raising is not permitted.
5. Sales of goods are not permitted.
6. Councillors cannot book facilities on behalf of third parties.
7. Councillors must remove all files, photographs, posters and any other materials at the end of their meetings or booking times.
8. Councillors must comply with the health and safety requirements of the facility.
9. No permanent signage or display board will be permitted.
10. Councillors should plan to bring their own equipment required for the meeting (e.g. computers and cell phones).
11. Basic furniture (e.g. tables and chairs that would be part of the regular set-up of space) will be provided. Special set-up requirements or room re-sets if needed, may incur an additional

fee. Cleaning, AV, labour, parking, security, utilities, equipment and food & beverage will all incur additional fees.

Denial of Use

Should a Councillor contravene the use of this policy, the Chief Executive Officer will discuss the correct use of the policy with the affected Councillor.

Resolution of Issue

Councillors who encounter difficulties or issues with the use of space under this policy should resolve these issues first with the Director of Sales & Marketing, and if no satisfactory solution is found, with the General Manager, Sales & Events Management Department.



Naming Rights Policy			
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Policy Statement

The purpose of this policy is to establish a process to use in the consideration of Naming Rights for Exhibition Place facilities.

Application

In applying this policy consideration will be given to:

- creating a systematic approach to soliciting, managing and reporting on Naming Rights;
- providing guidance to those who have an interest in the Naming of a building or infrastructure at Exhibition Place;
- protecting the reputation, integrity and aesthetic standards of Exhibition Place and its assets; and
- ensuring alignment with Exhibition Place's programs and services and the advancement of Exhibition Place priorities and services.

Definitions

- "Broker" refers to an external agency responsible for assessing the Naming Rights value of Exhibition Place buildings and facilities and negotiating with the potential Naming Rights Holder on the Board's behalf.
- "Buildings / Facilities" refers to the Board's assets.
- "Naming Rights" means a mutually beneficial business arrangement wherein an organization provides goods, services or financial support to Exhibition Place in return for access to the commercial and/or marketing potential associated with the public display of the organization's Name on a building or facility for a finite period
- "Naming Rights Holder" means the party which has been awarded the Naming Rights opportunity.

Conditions

The Board of Governors of Exhibition Place welcomes proposals for Naming Rights by external parties. Granting the right to Name an Exhibition Place building or facility to an external party provides a means of partnering with the private sector to meet the strategic directions of both the Board and the Naming Rights Holder and also providing a means of generating new revenues and alternative resources to assist in the construction, support and/or provision of Exhibition Place buildings, facilities and its programs.

Implementation

1. **Scope**

- 1.1 This policy applies only to Naming Rights, which represent but one class of activity.
- 1.2 Only external Naming Rights are covered by this policy.
- 1.3 Naming Rights arrangements that pre-date this policy are not subject to its terms.
- 1.4 Naming Rights Proposals will be reviewed on a case-by-case basis.
- 1.5 Any Naming Rights Proposal which varies from the requirements of this policy shall be approved by the Board / City Council.

2. **Principles**

2.1. **General**

- 2.1.1 The Board / City shall retain ownership and control over any Building or Facility to which Naming Rights apply.

- 2.1.2 Subject to the agreement, the Naming Rights must not impair in any way the Board's ability to manage the site.
- 2.1.3 The Board will consider all Naming Rights Proposals, but does not have an obligation to accept any. The Board reserves the right to refuse any proposal, including, but not limited to, those submitted by third parties whose activities are perceived to be incompatible with the Board's goals, values or mission.
- 2.1.4 All Naming Rights agreements shall be confirmed by written contract containing terms and conditions satisfactory to the Board, in consultation with City Legal Services.
- 2.1.5 All Naming Rights agreements shall be reported and are subject to the Board and, if required, City Council approval.
- 2.1.6 All funds generated by Naming Rights agreements shall be allocated to the Board.
- 2.1.7 Every Naming Rights agreement shall conform to all applicable federal and provincial statutes, and to all applicable City of Toronto bylaws, policies, contracts and practices, including the Lobbyist Register.
- 2.1.8 While the physical display of the Naming Rights signage shall be negotiated, such recognition must not unduly detract from the character, integrity, aesthetic quality or safety of Exhibition Place or unreasonably interfere with its enjoyment or use.
- 2.1.9 The Naming Rights opportunity must not confer a personal benefit to any particular member of the Board or any employee of the Board.
- 2.1.10 The Board does not endorse the products, services, or ideas of any Naming Rights Holder.
- 2.1.11 The sale of a naming right must not result in incremental net costs to the Board.

3. **Naming Rights**

- 3.1 Parties that are disqualified from doing business with the Board are not eligible for Naming Rights opportunities.
- 3.2 The benefits to the Naming Rights Holder are limited to those expressly stated in the Naming Rights agreement.
- 3.3 No form of indemnification will be provided to any Naming Rights Holder without the express approval of the City Legal Services.
- 3.4 Naming Rights may only be transferred or assigned by a Naming Rights Holder with the consent of the Board. Where a company changes its name, the Naming Rights may, with the consent of the Board and at the sole expense of the Naming Rights Holder, be modified to reflect the new name.
- 3.5 All Naming Rights agreements must be for a fixed term, not exceeding the useful life of the Building or Facility. Every agreement shall have a sunset clause specifying the duration of the Naming Rights opportunity. Such agreements cannot be extended or automatically renewed without Board and, if required, City Council approval.
- 3.6 Naming Rights Holders are prohibited from implying that their products, services or ideas are sanctioned by the Board.
- 3.7 The Naming Rights agreements must not result in, or be perceived to result in, any competitive advantage, benefit or preferential treatment for the Naming Rights Holder, outside of the terms and conditions of the agreement.
- 3.8 There shall be no actual or implied obligation for the Board to purchase the product or services of the Naming Rights Holder except as provided in the terms and conditions of the agreement.

4. **Procedure**

4.1. **General**

- 4.1.1 Issues regarding the interpretation or application of this policy are to be referred to the Chief Executive Officer of the Board.
- 4.1.2 In accordance with the Board's Code of Conduct, and the principles and criteria contained in this policy, the solicitation, negotiation and administration of Naming Rights are to be conducted by the Board's authorized staff only.

- 4.1.3 All Naming Rights agreements will be in the form of a legal contract. For such agreements, the Chief Executive Officer of the Board shall consult with City Legal Services regarding appropriate terms and conditions and consider inclusion of the following provisions:
- (a) A description of the contractual relationship, specifying the exact nature of the agreement;
 - (b) The term of the agreement;
 - (c) Renewal options, if permitted;
 - (d) The value of the consideration;
 - (e) The payment schedule;
 - (f) Rights and benefits;
 - (g) Release, indemnification and early termination clauses as appropriate;
 - (h) Insurance clauses;
 - (i) Confidentiality terms;
 - (j) A statement acknowledging that the agreement may be subject to provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and
 - (k) A statement that all parties are aware of, and agree to comply with, the provisions of this policy. Copies of all Naming Rights agreements are to be retained for audit purposes in accordance with the normal retention policy of the Board.
- 4.1.4 The terms and conditions contained within a Naming Rights agreement are to be approved by the Board, and if required, City Council.
- 4.1.5 As part of the negotiations with the Naming Rights Holder, the Board will seek to reserve the right to terminate the Naming Rights prior to the scheduled termination date, without refund of consideration, should the Board feel it is necessary to do so to avoid the Board being brought into disrepute.

5. **Soliciting Naming Rights**

5.1.1 **General**

- (a) Subject to this policy, the Board is free to solicit and negotiate Naming Rights.
- (b) For commercial Naming Rights opportunities it is generally recommended that Exhibition Place secure a broker with the requisite experience and expertise to identify, evaluate and negotiate with corporations and such broker be retained through a competitive bid process (i.e. Request for Proposals).



Not-For-Profit Booking Policy			
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Policy Statement

The purpose of this policy is to set out the terms related to use of Exhibition Place grounds and facilities for special community festivals.

Application

Exhibition Place is an ideal setting for special types of activities and as a “public park” in the City, one of Board’s mandates is to attract special community festivals especially as these types of events grow to a size that may negatively impact City operations if held in a local park

Definitions

Not-for-Profit - A non-profit organization includes a club, society or association organized and operated solely for the purpose of social welfare, civic improvement, education, pleasure or recreation, or for any other purpose except for profit. No part of the income and or proceeds of which is payable to, or is otherwise available for personal benefit directly or indirectly of any proprietor, member or shareholder. Not-for-Profit (NFP) organizations must be the Licensee (i.e. 3rd party meeting planner or individual organizing an event on behalf of the NFP is not applicable), and NFP categories need to be mutually exclusive.

Not-for-Profit Festival - A Festival is an event normally staged by a local community, which centers on a unique aspect of that community. The function of a festival is to meet special social, cultural and educational needs, as well as provide entertainment. These times of celebration offer a sense of belonging for religious, social or geographical groups, which are open to the general public.

Not-for-Profit Community Use - A community is a group of people with some shared element (i.e. people who live in the same area). The substance of shared element varies widely, from a situation, to interest, to lives and values. For example a group of students from a local school (i.e. school graduation ceremony, annual dance recital).

Not-for-Profit Registered Charity - A registered charity is an organization established and operated for charitable purposes and must devote a significant amount of its resources to charitable activities. The charity must be a resident in Canada and cannot use its income to benefit its members. For income tax purposes, the charity must have a valid registration number issued by Canada Customs and Revenue Agency and can issue official income tax receipts for donations.

Community Grant - Exhibition Place budgets an annual grant fund of \$6,000 per year for community programs supporting in-need neighbourhoods. Applicants may request grant approval, which will apply up to a maximum of \$1,000, against the cost of their rentals and services per year. Qualification includes a written endorsement from a Toronto City Councillor outlining the purpose of the Applicant’s event and the rationale for the request of financial aide through this program. The current events that benefit from the program are: Streetbuds Ball Hockey Tournament, STOMP Urban Dance Competition/Showcase, Kids World of Energy Festival, Toronto Education Opportunity Fund, and Bike Week (SMART Program).

Major Festival Celebrations - Both the CHIN Picnic and Caribbean events are exempt from these guidelines wherein an annual report is submitted to the Board for consideration.

Conditions

N/A

Implementation**LEGEND:** X – Applicable, N/A – Not Applicable, T&M – Time & Materials, EP – Exhibition Place,

Elements	Not-for-Profit			City of Toronto Meetings & Events
	Festival	Community Use	Charitable	
Primary use of grounds and parking lots to be charged at the standard Board approved rate (cents/square foot)	X	X	X	X
Venue rental fee discount applied to venue rental	N/A	10%	15%	N/A
Convention Centre – Meeting Rooms / Ballrooms	N/A			rack rate
Convention Centre – Meeting Rooms	N/A			waived
Convention Centre – Exhibit Halls	N/A			rack rate
Bandshell Park & Stage & Lot 5 *utility based on actual meter readings and cost recovery fees subject to annual increase	Utility Fee, Cost Recovery of Facility & Event Staff, Onsite Electrician & Plumber for first 5 hours of each event day			rack rate
Better Living Centre	Utility Fee, Cost Recovery of Facility & Event Staff			daily utility rate
QE Exhibit Hall				daily utility rate
Pro rata rates apply to QE Exhibit Hall / Better Living Centre	N/A			X
Venue rental fee payments are due	25% upon execution 25% 90 days prior 50% 45 days out	25% upon execution 25% 90 days out	25% upon execution 25% 90 days out	Post event
Free move in/out up to a maximum number of day(s)	3	1	1	N/A
Provide registered charity number	X	N/A	X	N/A
Food concession fee *subject to increase based on event size/duration	\$5,000 plus taxes	N/A	N/A	N/A
Parking facilities Exhibition Place have sole/exclusive rights to the operation and revenues from surface and underground parking	X	X	X	X
Rentals & services will be charged at	Services – T&M+12% IATSE – T&M	Services - rack rate IATSE – T&M	Services - rack rate IATSE – T&M	Services – T&M+12% – Convention Centre
Use of Board Equipment discount applied to Board owned equipment	28%	10%	15%	N/A
Payments due	10 days prior to event	10 days prior	10 days	Post event



Plaque Installation Policy			
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Policy Statement

The purpose of this policy is to set out a process for the consideration of requests for the dedication and installation of Plaques at Exhibition Place.

Application

All proposals for the installation of plaques at Exhibition Place shall be submitted to the Corporate Secretary who will co-ordinate and work in consultation with a Working Group comprised of representatives of the following areas: Capital Works, Operations and Archives. The Working Group will be chaired by the Corporate Secretary and will review all plaque proposals prior to reporting to the Board of Governors of Exhibition Place.

Definitions

N/A

Conditions

A. Management of Plaque Installations:

All individuals or groups (both internal and external) wishing to install a plaque at Exhibition Place must provide a written proposal containing the following information.

1. Background paper on the purpose of plaque and a brief history of individual/building/event to be commemorated.
2. A list of sources used in the preparation of the background paper and where documentation can be found (i.e. particular library, archives, private collection).
3. Proposed text of plaque (wording must be as close to final form as possible).
4. Preferred location of plaque.
5. Approximate size of plaque, design and colour (note: plaques must not resemble provincial plaques or use the blue and gold colour scheme of provincial plaques unless sponsored by the province).
6. Material from which the plaque is to be made (plastic, metal, wood).
7. Details on plaque installation (inside or outside wall of a building; free-standing attached to a pole, pedestal or stone base).
8. Identification of all individuals or organizations sponsoring the plaque.
9. Assurance that no costs will be incurred by Exhibition Place regarding the creation or installation of the plaque (unless otherwise agreed to by Exhibition Place).
10. Evidence that arrangements will be made for the continuing maintenance of the plaque.
11. Assurance of willingness to comply with all union agreements regarding installation.
12. Proposed unveiling date.

B. Application Process:

13. Brief overview of the components of the unveiling ceremony (a more detailed description of the unveiling ceremony to be forwarded to and approved of by the Director and City Protocol at least two months prior to the unveiling).

Implementation

The following criteria is to be considered in determining the suitability of a proposed plaque installation.

1. Is the plaque relevant to Exhibition Place (for example does the plaque commemorate a specific event that occurred on the grounds, or is it of a general, historical nature).

2. To what extent does the plaque represent or meet the needs of a community. Is the project supported by letters from community members.
3. What contribution will the plaque make to the promotion and preservation of public awareness of its subject.
4. Does the plaque promote a private interest (e.g. commercial advantage, personal or family status) rather than public knowledge of Exhibition Place history.
5. To what extent is the subject of the plaque a rare, unique or an important example of history.
6. Does the plaque commemorate a subject previously commemorated at or near the proposed location.
7. Is there research material available on the subject of the plaque to verify the contents of the plaque.
8. Is the wording of the plaque written in an accessible, clear style without jargon or complications.
9. Does the plaque identify or commemorate a subject but not explain or interpret the subject.
10. Does the applicant have the resources to cover the cost of researching, developing, casting, installing and maintaining the plaque.
11. Does the applicant have the resources to cover expenses incurred in preparing and/or staging a plaque unveiling ceremony.

The ability of an applicant to provide the full cost of their plaque project will not ensure an automatic approval. Individual donors are not to be acknowledged on the plaque itself.

Approval Process

The proposal must be submitted to the Corporate Secretary at least three months prior to the proposed plaque installation date. Following review of the submission, the Corporate Secretary prepares and presents a report, with the proposal appended, to the Board of Governors of Exhibition Place with a recommendation.

If approved by the Board, a copy of the report should also be sent to Heritage Toronto.

Maintenance and Replacement:

If a plaque is damaged or stolen, the applicant must notify the Board of Governors of Exhibition Place.

Exhibition Place will not replace damaged or stolen plaques. Repair and replacement are solely the responsibility of the applicant.

Publication of Senior Staff Expenses Policy			
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Policy Statement

The purpose of this policy is to enhance the public accountability and transparency related to the publication of expenses of Senior Staff.

Application

This policy applies to senior staff.

Definitions

N/A

Conditions

N/A

Implementation

The following determinations are based on the recommendations of City Council.

1. Defining Senior Staff

Senior staff is defined as Division Heads and above, and the following senior staff members will have their expense details published:

- Chief Executive Officer
- Corporate Secretary
- Chief Financial Officer
- General Manager, Operations
- General Manager, Sales & Event Management

2. Expenses to be Published

- Business Travel (including kilometrage reimbursement)
- Conferences and Training (including accommodation, registration and per diem allowance)
- Hospitality or protocol expenses (hosting Board events for non-employees at eating establishments or other appropriate locations)

3. Ensuring Complete and Accurate Information

Senior Staff will be required to review and certify their expenditures, and in addition to submitting a copy to the Finance Department, forward a copy to the Corporate Secretary who will review and confirm with the Finance Department that the corporate records confirm the accuracy of the certification.

4. Reports to the Board

In advance of publishing the expense details of Senior Staff to the website, the Board is to receive the report at its meeting prior to posting.



Stadium Suite Policy			
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Policy Statement

The purpose of this policy is to provide for the protocol and administration for use of the Board's Stadium Suite.

Application

This policy applies to current Members of the Board, business/protocol/marketing opportunities, and non-profit charitable or community groups.

Definitions

N/A

Conditions

N/A

Implementation

1. The Suite and 16 tickets will be allocated to nine (9) Members of the Board for regular season games of the Toronto FC that are played at the Soccer Stadium on a "first come, first served" basis on dates chosen by Members of the Board.
2. The Suite and 16 tickets will be allocated for Board business/protocol events for up to four (4) regular season games of the Toronto FC. The determination of such games and the allocation of such tickets is determined by the Chair of the Board. The Chair will complete a "Ticket Use Record" for each date.
3. The Suite and 16 tickets for one (1) regular season game each will be allocated to the local City Councillor for Ward 14 and Ward 19 for use for their local community organizations as determined by the City Councillor. The City Councillor will complete a "Ticket Use Record" for each date.
4. Tickets allocated to Members of the Board for Toronto FC games are to be used for the benefit of non-profit, charitable or community organizations in the City of Toronto or for the business purposes of the Board. The member allocated the tickets determines the recipient organizations/guests.
5. The Member of the Board or a designate may attend at the Suite with the recipient organization/guests and the Member or organization may purchase additional game tickets over and above those provided by the Board. However, the maximum number in attendance in the Board's Suite shall not exceed 20 persons in total, excluding the Suite hostess. The purchase of additional tickets will be the responsibility of the hosting Member or recipient organization/guests.
6. Tickets may be used for fundraising purposes by the recipient organization. The organization shall inform the sponsoring Member of the Board of the purpose of the fundraising activity and obtain any required lottery license prior to conducting the fundraising. This information is included on the "Ticket Use Record" submitted by the Member of Board allocated the tickets.
7. Members of Board must submit a "Ticket Use Record" and forward it to the Chief Executive Officer's office within five days of game day.

8. Any tickets not required for business/protocol purposes or not used by a Member of the Board are to be returned to the Chief Executive's Office who will allocate the same to non-profit, charitable or community organizations. The Corporate Secretary will complete a "Ticket Use Record".
9. The Chief Executive's Office will maintain a complete record of all the Ticket Use Records required to be filed.
10. Additional tickets purchased by a Member of the Board or City Councillor (the "User") are the responsibility of the User and may be paid personally by the User. All charges including amounts for food (except snacks provided by the Board as per the budget), alcoholic beverages or event programs are the personal responsibility of the User and are to be paid directly by the User or other attendees.
11. Where tickets are allocated to non-profit, charitable or community organizations solely for their use, the cost of any hospitality associated with the use of the Suite will be the recipient organization's direct responsibility.
12. A one-to-two (hostess looks after 2 suites as opposed to 1 dedicated to the Board's suite) Suite Hostess is provided for all Toronto FC team home games.
13. Members of the Board are advised by e-mail in advance of all other events at Soccer Stadium where the Board's Suite can be utilized. Tickets for these events will be allocated to members on a "first come first served" email reply basis (maximum four tickets per Member, maximum 16 attendees in the Suite). All hospitality and ticket expenses associated with use of the Suite at such events will be the personal responsibility of the Members attending and may not be charged back to Board's Budget.



Sponsorship Policy			
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Policy Statement

The purpose of this policy is to establish a process to use in the consideration of Sponsorship Rights for Exhibition Place.

Application

In applying this policy consideration shall be given to:

- ensuring alignment with Exhibition Place's programs and services;
- providing guidance to those who have an interest in opportunities for sponsorship; and,
- creating a systematic approach to soliciting, managing and reporting on sponsorship.

Definitions

For the purposes of this policy, the following definitions apply:

- "Advertising" means the lease of advertising or signage space within Exhibition Place. Unlike naming rights, it involves the use of public advertising contracted at pre-determined rates for a set period of time. Advertising does not imply any reciprocal partnership arrangement since the advertiser is not entitled to any additional benefits beyond access to the space.
- "Sponsorship" means a mutually beneficial business arrangement wherein an external organization, whether for profit or otherwise, provides goods, services or financial support to Exhibition Place in return for exclusivity supplier rights on an activity, program or service for a finite period.
- "Sponsorship Holder" means the party which has been awarded the sponsorship opportunity.

Conditions

The Board will seek out mutually beneficial sponsorships that enhance the activities and services of Exhibition Place. Granting the right to Sponsor an activity or program of Exhibition Place to an external party provides a means of partnering with the private sector to meet the strategic directions of both the Board and the Sponsorship Holder, and also providing a means of generating new revenues.

1. **Scope**

- 1.1 This policy applies only to Sponsorships, which represent but one class of activity.
- 1.2 Only external Sponsorships are covered by this policy.
- 1.3 Sponsorship arrangements that pre-date this policy are not subject to its terms.
- 1.4 Sponsorship Proposals will be reviewed on a case-by-case basis.
- 1.5 Any Sponsorship Proposal which varies from the requirements of this policy shall be approved by the Board / City Council.

2. **Principles**

- 2.1 The Board shall retain ownership and control over any program where sponsorship applies.
- 2.2 Potential sponsors will not be canvassed in a manner that uses or implies coercion.
- 2.3 Benefits to the sponsor are limited to those expressly stated in the sponsorship agreement.
- 2.4 The Board does not endorse the products, services, or ideas of any Sponsorship Holder.
- 2.5 All sponsorship agreements shall be confirmed by written contract containing terms and conditions satisfactory to the Board, in consultation with City Legal Services.

- 2.6 In order to expedite partnership development, a formal competitive process is not required when soliciting sponsorship opportunities. While there is no obligation to test the market, in order to maximize the contribution, it is expected that several prospective sponsors will be approached when circumstances warrant.

3. **Sponsorship Criteria**

- 3.1 The Board will consider all sponsorship proposals, but does not have an obligation to accept any. The Board reserves the right to refuse any proposal, including, but not limited to, those submitted by third parties whose activities are perceived to be incompatible with the Board's goals, values or mission.
- 3.2 All sponsorship agreements must be arranged for a fixed term and shall be reported and are subject to the Board and, if required, City Council approval.
- 3.3 Subject to the agreement, the sponsorship must not impair in any way the Board's ability to manage the site.
- 3.4 All funds generated by sponsorship agreements shall be allocated to the Board.
- 3.5 The sponsorship opportunity must not confer a personal benefit to any particular member of the Board or any employee of the Board.
- 3.6 The sponsorship must not create an ongoing financial obligation for the Board beyond the term of the agreement.
- 3.7 Every sponsorship agreement shall conform to all applicable federal and provincial statutes, and to all applicable Board, City of Toronto by-laws, policies, contracts and practices, including the Lobbyist Register.
- 3.8 The sponsorship must not interfere with existing contractual obligations.
- 3.9 While the physical display of the sponsorship signage shall be negotiated, such recognition must not unduly detract from the character, integrity, aesthetic quality or safety of Exhibition Place or unreasonably interfere with its enjoyment or use.
- 3.10 The sponsorship must not result in, or be perceived to result in any competitive advantage, benefit or preferential treatment for the sponsor outside of the sponsorship agreement.
- 3.11 Benefits to the sponsor are to be commensurate with the size and scope of the sponsorship.

4. **Sponsor Eligibility & Restrictions**

- 4.1 Parties that are disqualified from doing business with the Board are not eligible for sponsorship opportunities.
- 4.2 The sponsorship agreements must not result in, or be perceived to result in, any competitive advantage, benefit or preferential treatment for the Sponsorship Holder, outside of the terms and conditions of the agreement.
- 4.3 The benefits to the Sponsorship Holder are limited to those expressly stated in the sponsorship agreement.
- 4.4 No form of indemnification will be provided to any Sponsorship Holder without the express approval of the City Legal Services.
- 4.5 Sponsorship Holders are prohibited from implying that their products, services or ideas are sanctioned by the Board.
- 4.6 There shall be no actual or implied obligation for the Board to purchase the product or services of the Sponsorship Holder except as provided in the terms and conditions of the agreement.
- 4.7 Sponsorships may only be transferred or assigned by a Sponsorship Holder with the consent of the Board. Where a company changes its name, the Sponsorship Holder may, with the consent of the Board and at the sole expense of the Sponsorship Holder, be modified to reflect the new name.

Implementation

Procedure

1. Issues regarding the interpretation or application of this policy are to be referred to the Chief Executive Officer of the Board.
2. In accordance with the Board's Code of Conduct, and the principles and criteria contained in this policy, the solicitation, negotiation and administration of sponsorships are to be conducted by the Board's authorized staff only.
3. All new sponsorships must be evaluated for compliance with this policy. Authorized staff are responsible for ensuring that all sponsors and executed agreements comply with this policy and that authorized staff abides by its provisions.
4. As part of its due diligence, prior to proceeding with a sponsorship, authorized staff are responsible for consulting with the Lobbyist Register, relevant stakeholders, where necessary, and for conducting a risk/benefit assessment of the opportunity.
5. If a sponsorship offer is not accepted, the proponent shall be advised as to the reason.
6. All sponsorship agreements will be in the form of a legal contract. For such agreements, the Chief Executive Officer of the Board shall consult with City Legal Services regarding appropriate terms and conditions and consider inclusion of the following provisions:
 - (a) A description of the contractual relationship, specifying the exact nature of the agreement;
 - (b) The term of the agreement;
 - (c) Renewal options, if permitted;
 - (d) The value of the consideration;
 - (e) The payment schedule;
 - (f) Rights and benefits;
 - (g) Release, indemnification and early termination clauses as appropriate;
 - (h) Insurance clauses;
 - (i) Confidentiality terms;
 - (j) A statement acknowledging that the agreement may be subject to provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, and
 - (k) A statement that all parties are aware of, and agree to comply with, the provisions of this policy. Copies of all Naming Rights agreements are to be retained for audit purposes in accordance with the normal retention policy of the Board.
7. The terms and conditions contained within a sponsorship agreement are to be approved by the Board, and if required, City Council.
8. As part of the negotiations with the Sponsorship Holder, the Board will seek to reserve the right to terminate the sponsorship prior to the scheduled termination date, without refund of consideration, should the Board feel it is necessary to do so to avoid the Board being brought into disrepute.
9. It is the responsibility of authorized staff to review the effectiveness of the sponsorship and to ensure that the respective parties are adhering to the terms of the written agreement.