

# **Newington Community Association Sponsorship Policy**

## **Purpose**

The Newington Community Association (NCA) may occasionally receive or solicit offers for sponsorship of NCA events, services or activities. Sponsorships can enable NCA to obtain financial support from corporate sponsors that might allow NCA to pursue community support programs and activities that would not otherwise be possible due to budget limitations. The following guidelines are provided to ensure that any and all NCA sponsorship arrangements advance NCA's purposes and goals, to serve the best interest of NCA property owners and promote the common benefit and enjoyment of the residents.

## **Definition of Sponsorship:**

For the purpose of these guidelines, the term "sponsorship" means a contribution (either in cash or in - kind) that is given by an external entity to support specific programs, activities, events or services of NCA. The sponsoring organization may be a public or private business, a government organization or a chartered not-for-profit organization.

## **Consistency with NCA Purposes and Governing Documents**

NCA will not enter into a sponsorship agreement with any entity if the products, services, purposes of the entity or its ethical standards and business practices are inconsistent with NCA purposes and governing documents, or if the proposed sponsorship does not serve the best interests of the owners and residents of properties in the community. The NCA Board of Directors shall have final say on the suitability of a proposed sponsorship arrangement.

## **Review and Approval**

Any proposed corporate sponsorship will be vetted by the NCA Community Manager and/or an assigned committee and must receive final approval from the NCA Board before implementation. to ensure that the arrangements are consistent with NCA's mission and goals, and that any potential conflicts of interest are disclosed and addressed. Each sponsor must agree that, prior to publication or dissemination, NCA must review and approve all of the sponsor's marketing materials that bear NCA's name, the sponsored event, and/or other identifying information.

## **No Endorsement**

NCA shall not endorse its sponsors, their policies, products, or services, nor imply that NCA will exert any influence to advance the sponsor's interests outside the particulars of the arrangements made for the sponsored event or activity. The following language will be included in any written agreement with the sponsor: "NCA's name, logo and/or identifying information may not be used by the sponsor in any manner that would express or imply NCA's endorsement of the sponsor or its products, services or policies."

## **Written Agreement**

The terms, conditions, and purposes of the sponsorship arrangement will be documented by a signed agreement between the sponsor and NCA. The agreement will clearly define the sponsorship payment and any benefit that the sponsor will receive in return.

## **No Free Advertising or Return Benefit**

Advertising may not be included in a sponsorship agreement. However, sponsors may separately purchase advertising from NCA at standard rates and may mention their sponsorship in such advertising. Sponsors are making a contribution to support NCA and are not entitled to receive free or reduced cost advertising (as that term is defined by the Internal Revenue Code ("IRC") or Internal Revenue Service ("IRS") rules and regulations) or other substantial return benefits from NCA. NCA may, in its sole discretion, provide acknowledgments of a sponsor's contributions; however, sponsors are not entitled to such acknowledgments as a condition of their contributions.

## **Acknowledgment**

Consistent with federal tax laws, NCA may acknowledge the sponsor's support in program materials and activities and may include acknowledgments of the sponsor's financial and other support. Such

acknowledgments may identify and describe the sponsor's products or product lines in neutral terms and may include the sponsor's name, logo, slogan, locations, telephone numbers, or website addresses as long as such acknowledgments do not include (a) comparative or qualitative descriptions of the organization's products, services, or facilities; (b) price information or other indications of savings or value associated with the organization's products or services; (c) a call to action; (d) an endorsement; or (e) an inducement to buy, sell, or use the sponsor's product or service. Any acknowledgments of sponsorships will be subject to prior review and approval, by the NCA Community Manager.

## **No Product Promotion**

Sponsors are not permitted to advertise, market, or otherwise promote specific products and services in connection with their sponsorship of NCA - related programs and activities, but products or services may be listed or displayed at NCA events as long as it is clear that no endorsement by NCA is intended or implied.

## **No Contingent Payments**

NCA will not enter into any arrangements with sponsors where the amount of the sponsorship payment is contingent upon attendance at an event or any other measures of public exposure.

## **Special Events**

NCA will have complete control of the format, schedule, content and speakers for any sponsored activity or event. However, sponsors may provide recommendations. When appropriate, sponsors may be allowed to handle set up and execution of the activity or event subject to careful oversight by NCA.

## **Reports**

Reports on NCA sponsorship activities will be regularly presented to the Board for review.

## **Exclusivity**

Whenever possible and practicable, NCA will seek funding for programs from a variety of sources. It is understood, however, that occasions may arise when it is appropriate and preferable to receive support of a specific event, program, or special event from a single source. NCA will exercise special caution so that in circumstances when single support is granted, care is taken to avoid conflicts of interest and to guard against any perception of conflict of interest. Or discrimination. NCA may request that sponsors refrain from sponsoring other events, programs, or activities that might compete with events, programs, or activities conducted by NCA.

## **Indemnification/Insurance**

Where appropriate, NCA will ensure that sponsoring organizations agree to appropriate indemnification and hold harmless provisions to protect NCA and its officers, directors, employees, and agents against any liability that might arise out of the sponsoring organizations' acts or omissions with respect to a particular arrangement, including but not limited to any acts or omissions relating to the marketing, sale, dissemination, and/or use of a sponsor's products or services. NCA may also require sponsors to add NCA to the sponsors' liability insurance where appropriate.

## **Termination**

NCA reserves the right to terminate any sponsorship if the sponsor or its representatives or agents engage in any conduct that would cause NCA to reasonably determine that its continued participation in the arrangement with the sponsor might adversely affect the goodwill and reputation of NCA or its members. NCA will provide formal notice of any such termination and will relinquish the sponsor's contribution and return all unused funds. In such cases, sponsors must cease and desist in using NCA's name without specific written approval.

## **Oversight**

The NCA Board of Directors is responsible for establishing the principles and guidelines governing NCA relationships with sponsors. The Community Manager is responsible for day - to - day oversight of all NCA sponsorship arrangements.