



Naming Rights Guideline

Castlegar & District Arena
and Walking Track Project
Project #: PRJ25033

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NOTE: These guidelines are project-specific to the Castlegar & District Arena and Indoor Walking Track design-build procurement. They are not an organization-wide facility naming policy.

1 Purpose and Scope

These Naming Rights Guidelines establish the framework for the naming of the Castlegar & District Arena. They apply to the primary facility name only. Sub-facility naming (individual rinks, rooms, lobbies, and gathering spaces) is excluded from the proponent’s naming rights and is retained by the RDCK as a separate matter.

If the Board approves the inclusion of naming rights in the design-build procurement, these guidelines govern the naming rights transferred to the successful proponent. If the Board excludes naming rights from the procurement, these guidelines govern whatever separate naming process the Commission undertakes after the project proceeds.

These guidelines may be amended by Board resolution at any time, provided that amendments do not retroactively impair naming rights that have been contractually transferred to a proponent under an executed Naming Rights Agreement.

2 Acceptable Name Criteria

A proposed facility name must satisfy all of the following criteria to be approved by the Board:

- a. **Community Standards:** The name must be consistent with the standards expected of a public recreation facility used by families, children, and community groups. Names that are vulgar, discriminatory, or offensive shall not be approved.
- b. **Reflection on Regional District:** Names that could reflect negatively on the Regional District’s public image or prove detrimental to the Regional District’s integrity or reputation shall not be approved.
- c. **Divisiveness:** Names that promote religious, political, or potentially divisive messages specific to any group or subgroup shall not be approved.
- d. **Prohibited Industries:** The facility shall not be named after or associated with entities primarily engaged in the following industries: tobacco products; cannabis production or retail (recreational); firearms or weapons manufacturing; gambling or gaming operations (other than government-operated lotteries); adult entertainment; or any industry that is illegal under Canadian federal or provincial law.
- e. **Good Standing:** The naming entity (whether a corporation, organization, or individual) must be in good legal and financial standing. Entities that are subject to material criminal proceedings, regulatory sanctions, or insolvency proceedings shall not be approved for facility naming.
- f. **Name Format:** The name must include the word “Arena” or an equivalent term that identifies the facility’s primary function (e.g., “[Name] Arena”, “[Name] Recreation Centre”). The name must not exceed a reasonable length for signage and public communication purposes.

3 Board Approval Process

The naming rights holder submits a proposed name to the RDCK in writing. Staff review the proposed name against these guidelines criteria and prepare a recommendation to the Board within 30 days of receipt.

The Board considers the proposed name at the next regular Board meeting following staff's recommendation, with a decision within 90 days of the initial submission. If the Board rejects a proposed name, the naming rights holder may submit up to two alternative names, each subject to the same review process and timeline. If three successive names are rejected, the naming rights holder may request mediation. If mediation does not resolve the dispute, the matter will be referred to a single arbitrator under the *Arbitration Act*.

The Castlegar & District Recreation Commission shall review naming proposals and provide a recommendation to the Board before the Board's consideration, given the Commission's oversight of the arena service.

4 Self-Naming Provisions

A proponent may name the facility after their own company, subject to the same acceptable name criteria and Board approval process. Where the proponent proposes self-naming, additional review is warranted to ensure that the naming rights discount reflected in Price B represents fair market value for the naming opportunity — that is, the proponent is not receiving a below-market bargain by naming the facility after themselves.

If the Price A / Price B gap appears inconsistent with market comparables for naming rights, the evaluation committee may request that the proponent provide evidence of the commercial basis for the naming rights value attributed in their pricing.

5 Community Consultation

The public consultation at Stage 6 of the procurement (prior to the referendum) shall include information about the naming rights mechanism, these guidelines, and the Board's approval authority. The community should have an opportunity to comment on the type of naming they find acceptable, even if the specific name will not be known at that stage. Therefore these guidelines are subject to change after public consultation is completed.

Once a specific name is proposed by the naming rights holder after substantial completion, the Commission may choose to conduct additional community consultation before making its recommendation to the Board, but this is not mandatory under these guidelines.

6 Naming Rights Term

The naming rights term is 20–25 years from the date of substantial completion of the facility. Upon expiry, naming rights revert automatically to the RDCK without compensation to the naming rights holder. The RDCK is then free to conduct a new naming process, extend the arrangement by mutual agreement, or assign a community name.

The specific term within the 20–25 year range shall be established in the Naming Rights Agreement negotiated at Stage 9 of the procurement.

7 Transferability and Assignment

The naming rights holder may assign or transfer the commercial naming rights to a third party with Board approval, such approval not to be unreasonably withheld. However, every proposed name — whether from the original holder or an assignee — must be approved by the Board under these guidelines before it is applied to the facility.

The RDCK must be notified in writing of all transfers within 30 days of completion. The assignee assumes all obligations of the naming rights holder under the Naming Rights Agreement and these guidelines.

8 Reversion Triggers

Naming rights revert to the RDCK before term expiry under any of the following circumstances:

- a. The naming rights are not exercised (no name applied) within 24 months after substantial completion.
- b. The named entity becomes unacceptable under these guidelines (e.g., convicted of a criminal offence, enters an excluded industry) and the naming rights holder does not propose an acceptable alternative name within 180 days of notice from the RDCK.
- c. The named entity takes action to bring the Regional District into disrepute or that otherwise conflict with the Regional District's values, policies or community standards.
- d. The naming rights holder becomes insolvent or enters bankruptcy proceedings.
- e. The Naming Rights Agreement is terminated for material breach.
- f. By mutual written agreement between the RDCK and the naming rights holder.

Upon reversion, the RDCK regains full naming rights without compensation to the naming rights holder (the holder already received value through the construction price discount). The proponent's construction obligations under the CCDC contract are unaffected by reversion. The costs of physical signage removal and replacement shall be borne by the naming rights holder unless reversion is by mutual agreement, in which case costs shall be allocated as agreed.

The Regional District will not be liable for any reputational or financial losses resulting from termination.

9 Conditions for Renaming During the Term

If the named entity becomes controversial after the name is applied — for example, involvement in a public scandal, criminal charges against key individuals, or activities that conflict with these guidelines — the Board may require removal of the name by providing written notice to the naming rights holder specifying the grounds.

The naming rights holder has 180 days from receipt of notice to propose an acceptable alternative name. If no acceptable alternative is proposed within that period, the naming rights revert to the RDCK under Section 8(b) above.

10 Benefactor Scenario

A proponent or community member may offer a substantial philanthropic contribution in exchange for naming recognition. Where the naming rights are included in the procurement and the proponent proposes self-naming as a benefactor (offering a construction discount materially above market naming rights value), this is permitted and encouraged, subject to the acceptable name criteria and Board approval.

Sub-facility naming opportunities (rinks, rooms, lobbies, gathering spaces) are retained by the RDCK and may be offered to community donors at any time, independent of the primary facility naming rights.

11 Signage and Design Standards

All naming rights signage must comply with the facility's design standards as established in the Owner's Statement of Requirements (OSR). Given the Commission's emphasis on wood integration and architectural quality, naming signage must be integrated into the building's design rather than applied as an afterthought.

Signage parameters (maximum dimensions, permitted locations, materials, lighting) will be defined in the OSR and shall form part of the Naming Rights Agreement. The cost of initial naming signage installation is the naming rights holder's responsibility unless otherwise agreed in the CCDC contract.

No animated, digital, or internally illuminated signage is permitted on the building exterior without specific Board approval.

12 RDCK Branding Integration

The facility's official name must coexist with the RDCK's corporate identity. All public communications, wayfinding signage, and official documents shall identify the facility as "[Facility Name] — A Castlegar & District Recreation Commission Facility" or equivalent language that identifies the RDCK's ownership and the Commission's operational oversight.

The naming rights holder's name or brand does not replace the RDCK's identity — it supplements it. The RDCK logo and branding shall appear on the facility in locations and at scales to be defined in the OSR.

13 Legal Framework

These guidelines are adopted by Board resolution and form the governance basis for the Naming Rights Agreement to be negotiated at Stage 9 of the procurement. The Naming Rights Agreement is a binding contract between the RDCK and the successful proponent (or their assignee) that incorporates these guidelines by reference.

Any conflict between the Naming Rights Agreement and these guidelines shall be resolved in favour of the guidelines, except where the guidelines have been specifically modified by Board resolution to accommodate the terms of the agreement.