

**To: Mayor & Members of City Council**

**From: Woodstock Art Gallery Advisory Board**

**Re: Naming Rights Agreement – Gallery 4<sup>th</sup> floor**

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**AIM:**

To inform Council of a Naming Rights Agreement for the Gallery's 4<sup>th</sup> floor multi-purpose space.

**BACKGROUND:**

The Green and Inclusive Community Buildings (GICB) program is a national merit-based program with the objective of improving the availability and condition of community buildings in Canadian communities experiencing higher needs and who are currently underserved. The program will advance the Government's climate priorities by improving energy efficiency, reducing GHG emissions, and enhancing the climate resilience of community buildings.

On September 15, 2021, an application was submitted to the GICB grant program to fund the renovation of the Gallery's 4<sup>th</sup> floor which is currently vacant warehouse space. The plan is to create a multi-purpose, flex-use space that will support additional arts educational programming as well as facility rentals, both of which are revenue generating opportunities for the Gallery.

On August 11, 2022, Woodstock City Council approved the contribution funding of up to \$235,185, financed from the Reserve for Capital Projects, towards the renovation of the Gallery's 4<sup>th</sup> floor conditional on a successful outcome of the GICB grant. The Gallery committed to embarking on a capital campaign of \$175K (to include a \$100K naming rights opportunity) and apply for a Cultural Spaces grant through the Federal Department of Heritage if the grant was successful.

On December 7, 2022, the Woodstock Art Gallery received a letter from the Minister of Housing, Infrastructure and Communities informing the City of an approval in principle regarding the funding of the Gallery 4<sup>th</sup> Floor development through the Green and Inclusive Community Buildings Program.

On November 16, 2023, Council approved the signing of contribution agreement under the Green and Inclusive Community Buildings (GICB) program, that outlines the Government of Canada will invest up to eighty (80%) percent of the total eligible expenditures of the project, but only up to a maximum federal contribution of \$904,740.

**COMMENTS:**

To offset the City's contribution of \$235,185 towards the redevelopment of the Gallery's 4<sup>th</sup> floor, a modest capital campaign has been activated targeting naming rights as a fundraising strategy.

Dr. Leonard Reeves has graciously agreed to contribute \$100,000, pledged in installments over a three-year period towards the Gallery's 4<sup>th</sup> floor redevelopment. On April 16, 2024, the

Woodstock Art Gallery Advisory Board approved the Naming Rights Agreement (Appendix A) which was also vetted by the City's legal counsel.

As part of this Naming Rights Agreement the multi-purpose space will now be called the "Creative Hub on 4<sup>th</sup>" as agreed upon by Dr. Reeves after the signing of the agreement. The first installment of \$35,000 of the pledge has already been received. The countersigned agreement is inclusive of HST to honour the initial Naming Rights request.

Other Naming Rights proposals will be pursued over the course of the 4<sup>th</sup> redevelopment; however, it is unlikely that any will be close to this level of generosity.

**RECOMMENDATION:**

That Woodstock City Council receive the report regarding Naming Rights Agreement – Gallery 4th floor as information.

*Authored by: Mary Reid, MA, MBA Director/Curator, Woodstock Art Gallery*

*Approved by: Woodstock Art Gallery Advisory Board*

Appendix A: Naming Rights Agreement



**WOODSTOCK  
ART GALLERY**

**NAMING RIGHTS AGREEMENT**

This Agreement made this 15<sup>th</sup> day of MAY, 2024.

**BETWEEN**  
**DR. LEONARD REEVES FOUNDATION ("Sponsor")**  
**AND**  
**THE CORPORATION OF THE CITY OF WOODSTOCK ("City")**  
**Hereinafter collectively referred to as the "Parties."**

**WHEREAS** the City owns and operates the Woodstock Art Gallery, located at 449 Dundas Street, Woodstock Ontario (the "WAG");

**AND WHEREAS** the City is desirous of granting a naming right for certain space within the WAG and the Sponsor is desirous of obtaining the right to designate the exhibition gallery, described in Schedule "A" (the "Space"), as the Dr. Leonard Reeves TBC (the "Designated Name").

**AND WHEREAS** the Council of the City approved the Sponsor's proposal and the execution of this agreement as outlined in the Council report;

**NOW THEREFORE** in consideration of the mutual covenants contained herein, the Parties agree as follows:

**1. Naming Rights Fee**

Subject to the terms and conditions of this Agreement, the Sponsor shall pay to the City \$100,000.00 (inclusive of HST, which, is the sole responsibility of the Sponsor)) (the "**Naming Rights Fee**") to acquire the naming rights to the Space and in consideration for the related Sponsor Benefits set out in this Agreement, which shall be payable in installments as follows:

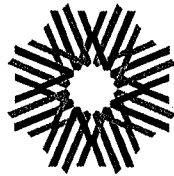
Payment Schedule

1st: \$35,000	June 30, 2024 <sup>#1442</sup>
2nd: \$35,000	June 30, 2025
3rd: \$30,000	June 30, 2026



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## WOODSTOCK ART GALLERY

### 2. Name

In consideration of the Naming Rights Fee, the Space shall be named Dr. Leonard Reeves TBC (the "Name"). All of the City's correspondence related to the Space and all signs shall refer to the Name during the Term of this Agreement. The Name will be announced to the public by official joint announcement to be determined by the Parties.

### 3. Term

This Agreement is for a term of twenty (20) years for the naming of the Space commencing upon June 1, 2024 and ending twenty (20) years thereafter (the "Term").

### 4. Placement and Use of Name

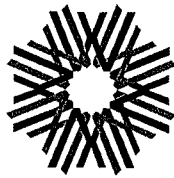
During the Term, the City agrees to display the Name in a prominent location close to the entry to the Space. Both signage and location must be approved by Sponsor, acting reasonably.

The City further agrees:

- i. To use commercially reasonable efforts to cause the Name to appear on all applicable WAG promotional materials originated by the WAG relating to the Space (examples listed in Schedule B);
- ii. To use commercially reasonable efforts to cause the Designated Name to be used in connection with all media announcements originated by the WAG relating to the Space (examples listed in Schedule B); and,
- iii. To provide the additional sponsor benefits as detailed in Schedule "B".

With regard to the foregoing requirements, the parties agree to act in good faith with respect to the WAG's signage plan which outlines the WAG's sign hierarchy, and placement within the facility. The parties agree that the City shall be responsible for all of the costs and expenses for installation and maintenance of the foregoing signage. All signage provided hereunder shall be maintained in first-class condition and, as reasonably necessary, replaced at the City's cost.





**WOODSTOCK  
ART GALLERY**

## **5. Intellectual Property**

The Sponsor hereby grants the City a non-exclusive and royalty-free license pertaining to all the intellectual property rights in connection with the Name as well as all signage and materials created pursuant to this Agreement, only for the purposes set out in this Agreement. The Sponsor and the City acknowledge that the provisions of this paragraph do not convey any title, right or ownership interest in the designated Name.

Except as provided herein, neither the Sponsor nor the City shall have the rights to use, in any way, the commercial or trade name, trademark(s), service mark(s), logo(s), or other identification of the other without their prior written consent.

The Sponsor hereby represents and warrants that the City's use of the Name as provided in this Agreement does not infringe, violate or misappropriate or constitute an infringement, violation or misappropriation of, any copyright, patent, trade secret or other intellectual property right or similar right of any third party.

## **6. Indemnity**

The Sponsor shall defend, indemnify, and hold harmless the City and its elected officials, officers, directors, employees, contractors, agents and those for whom the City is in law responsible from and against any and all causes of action, claims, judgement, damages, penalties, fines, costs, liability and losses (including legal fees, consultant's fees, and expert fees) arising out of, resulting from or in connection with any breach or non-fulfilment by the Sponsor of its obligations under this agreement or any incorrectness in or breach of any representation or warranty of the Sponsor.

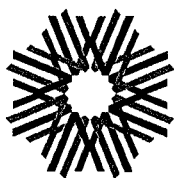
## **7. Termination by the City**

The City may terminate this Agreement at any time, upon written notice to the Sponsor if:



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## WOODSTOCK ART GALLERY

- (a) The Sponsor's name is affected by allegation of impropriety or any other activity inconsistent with the names being used on public buildings, as determined by the City, acting reasonably; or
- (b) The Sponsor is in default in the Naming Rights Fee payment obligations within thirty (30) days of written notification from the City that any such payment is overdue.

All ongoing benefits and privileges extended under this Agreement will be suspended as of the Termination Date. In the event of such termination by the City, the City shall only be entitled to retain payments made up to the Termination Date. All future annual payments due and payable for years subsequent to the date of written notice of termination by the City shall be waived.

### **8. Termination by the Sponsor**

The Sponsor may terminate this Agreement at any time for convenience, upon thirty (30) days written notice to the City. In the event of such termination:

- (i) The Sponsor shall immediately pay the City all amounts then due and owing to the City under this Agreement future annual payments due and payable for years subsequent to the date of written notice of termination by the Sponsor shall be waived.
- (ii) The Sponsor assumes responsibility for costs associated with the removal of all references to the Names on any interior or exterior signage.

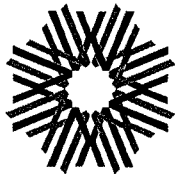
### **9. Notices**

Any notice, document, or information provided under this Agreement will be effectively given if delivered or sent by letter or facsimile. Any notice that is personally delivered will have been received on delivery; any notice that is delivered by electronic mail will have been received on delivery; any notice sent by confirmed facsimile will be deemed to have been received one working day after having been sent; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed, whether or not actually received, if sent by regular mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available.



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# WOODSTOCK ART GALLERY

For City of Woodstock	For Dr. Leonard Reeves Foundation
500 Dundas St PO Box 1539 Woodstock ON N4S 0A7  Attention: Diane Campbell, Treasurer and Director of Administrative Services Tel: 519 539 2382 x 2742	95 Young Street Woodstock, ON N4S 3L6 Attn: Dr. Leonard Reeves Tel: 519-539-6901

## **10. Dispute Resolution**

If a dispute arises concerning the application or interpretation of the Agreement, the parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the parties consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitration.

## **11. General Provisions**

- (a) This Agreement may not be amended or modified except in writing signed by authorized officers of both parties.
- (b) This Agreement shall endure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- (c) Neither party may assign this Agreement, or any part thereof, nor any amount payable thereunder, without the prior written consent of the other party.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.





**WOODSTOCK  
ART GALLERY**

**IN WITNESS WHEREOF** the parties have signed, by their duly authorized representatives:

Dated this 6 day of JUNE, 2024

**The Corporation of the City of Woodstock**

Per: [Signature]

Name: Amy Humphries

Title: Deputy CAO / City Clerk

[Signature]

Name: Jerry Acchione

Title: Mayor

I have the authority to bind the Corporation.

Dated this 15<sup>th</sup> day of MAY, 2024

**Dr. Leonard Reeves Foundation**

Per: [Signature]

Name: DR. LEONARD REEVES

Title: PRESIDENT

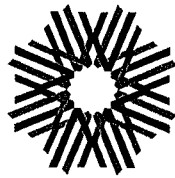
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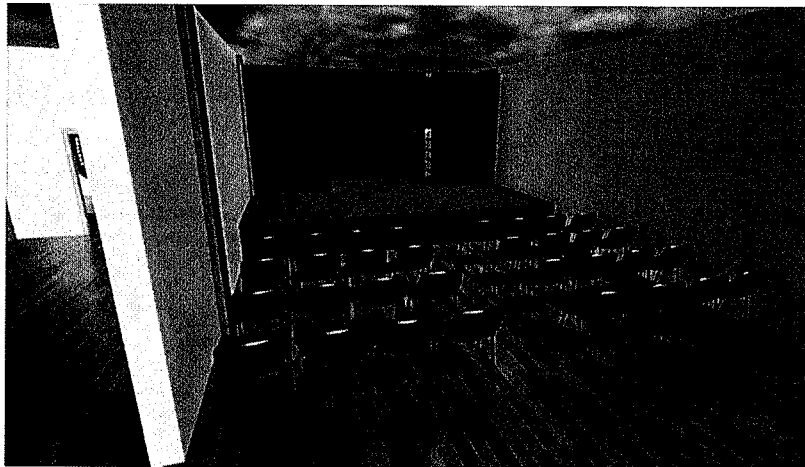
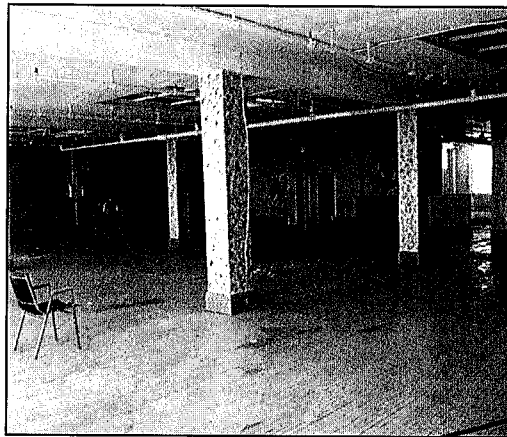


# WOODSTOCK ART GALLERY

## Schedule "A" Description of Space

WOODSTOCK ART GALLERY  
449 DUNDAS STREET  
THIRD FLOOR—MAIN MULTI-PURPOSE SPACE

CURRENT STATE TOP  
CONCEPTUALIZE STATE BELOW



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# WOODSTOCK ART GALLERY

## Schedule "B" List of Additional Sponsor Benefits

### **Acknowledgement of the Dr. Leonard Reeves Foundation including:**

- Prominent signage in space and all wall finding in the building
- Name recognition in conjunction with all programming scheduled within the space
- Gallery and City of Woodstock Websites
- E-newsletter (600+ subscribers)
- Media Releases
- Annual Community Report
- Prominent recognition on Front Lobby Digital Display
- Social Media Channels (\* All posts will also be shared through the City of Woodstock's accounts)

### **Grand Opening Celebrations:**

- Preview Event for friends, family, and clients
- Acknowledgement, and speaking opportunity, at public opening
- Logo placement and acknowledgment on all corresponding marketing and PR

### **Additional Benefit:**

- Three complimentary uses of the studio space for personal/corporate use with exclusive access to galleries during these events included.



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Woodstock Art Gallery  
449 Dundas Street  
Woodstock  
Ontario  
Canada, N4S 1C2  
Tel: 519-539-6761

Transaction# 26735  
Transaction Date  
22-May-2024 15:44:57

1 QTY WAG Foundation  
Donation \$35,000.00

SUBTOTAL \$35,000.00

TOTAL \$35,000.00

INITIAL PAYMENT \$35,000.00

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CHECK TEND \$35,000.00

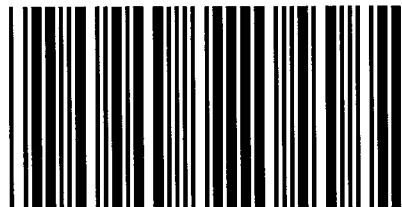
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Payment# PYMT-17597  
Payment Date  
22-May-2024 15:44:56

Customer  
Dr. Leonard Reeves Foundation D  
r. Leonard Reeves  
Telephone (519) 537-6251

Type Sale

# ITEMS SOLD 1  
TOTAL QTY SOLD 1

12420 8646 RT0001



26735