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## **Colorado Chautauqua Association Naming Policy**

### **Purpose of Policy**

The Colorado Chautauqua Association (the “**Association**”) recognizes the importance of naming opportunities for its buildings, outdoor and interior areas, spaces, features, objects, and programs or events. This document sets forth the Association’s naming policy for private donations. This policy does not apply to sponsorships.

### **Standards of Conduct**

Naming actions shall not detract from the Association’s values, dignity, integrity, or reputation, nor shall any such actions create a conflict of interest, or the appearance of a conflict of interest, or confer special privileges. The Association may refuse any offered donation if it is deemed to not be in the best interests of the Association.

The Association’s Board of Directors (the “**Board**”) has sole responsibility for naming or re-naming the Association’s buildings, outdoor and interior areas, spaces, features, objects, and programs or events.

### **Naming Considerations**

Because naming represents an important event in the history of the institution, it requires an extraordinary gift. Factors to be considered when considering and valuing a naming opportunity shall include, but not be limited to, historical significance, capital costs, annual operating and maintenance costs, desirability and marketability of the opportunity, and relative value as compared with other assets that have naming rights associated with them.

A named area within the facility shall bear commemorative signage provided by the Association and in accordance with the Association’s recognition protocol. The size, configuration, and tone of the recognition will be determined by the Association with approval by the City of Boulder Landmarks Board as required.

The Association will consider any pre-existing historic names used for facilities or programs before recommending official naming under this policy. Renovations or modifications to named spaces or objects are made entirely at the discretion of the Board. Donor names on all signage will reflect the name of the donor at the time of the gift and will not be changed in the event that the donor’s name changes unless a routine updating of the signs is taking place.

**Naming Term and Termination**

All naming rights shall be approved for a specific term, which shall not be longer than the useful life of the facility, space, object, program, or event. With respect to facilities, naming rights generally should not exceed 30 years. Each naming right must be described in a written gift agreement executed by the donor and the Association’s Executive Director and Board Chair. This gift agreement will be kept on permanent file by the Association and must specify the duration of time during which the facility, space, object, program, or event will be named, and include a provision that any name changes during that period will be at the Board’s sole discretion.

Once the Association receives payment for a naming right under a gift agreement, the gift agreement will be a binding contract between the Association and the donor. Naming shall not be conferred upon the program or building until the gift is received by the Association. The Association may terminate a gift agreement and naming right prior to expiration of the applicable term (1) in the event of any default in payment, if required by a particular gift agreement; or (2) in the unlikely event the Board determines in its reasonable and good faith opinion that circumstances have changed such that the naming right would adversely impact the reputation, image, mission or integrity of the Association. No refunds will be given if the Association terminates the naming right under the above conditions, or if the donor requests termination of the naming right.

Upon any such termination of a gift agreement and naming right, the Association will have the right to re-name the applicable facility of the Association, will have no further obligation or liability to donor, and will not be required to return any portion of a gift already paid. The Board, however, may in its sole discretion determine an alternative recognition for the portion of a gift already received.

**Permanent Donor Recognition Space**

The Association will designate a public space to recognize all gifts above an amount designated by the Board. However, the Association retains the right to modify or change the location or appearance of the public space at its sole discretion.

**Review of Policy**

The Board must approve any changes to, or deviations from, this policy. The Board will review this Policy at least annually.

Adopted by Board of Directors: \_\_\_\_\_, 2019  
Secretary: William Briggs  
Printed Name: William Briggs