

Attachment 1:

Toronto Zoo Individual and Corporate Naming Rights Policy

February 10, 2026

1. Statement

- 1.1 The Board of Management of the Toronto Zoo (the Board) will consider individual and corporate naming rights that encourage philanthropic and corporate giving while safeguarding against the undue commercialization of public spaces and the guest experience.
- 1.2 Granting naming rights to an external party can generate new revenues and alternative resources to assist in the construction, operation, and enhancement of Zoo facilities, programs, education, research, and conservation initiatives.

2. Objective and Purpose

2.1 This Policy establishes a consistent protocol to:

- create a systematic approach for soliciting, assessing, approving, managing, reporting on, and renewing naming rights;
- provide clear guidance to prospective donors or sponsors seeking to name Toronto Zoo owned and/or managed properties or features;
- protect the reputation, integrity, and aesthetic standards of the City of Toronto and the Toronto Zoo;
- ensure alignment with Toronto Zoo and City programs, services, values, and public-interest mandates;
- advance Board and City Council priorities and enhance public services and guest experience.

3. Scope

- 3.1 This Policy applies only to naming rights—a class of sponsorship activity where benefits accrue to the third party in return for consideration.
- 3.2 Philanthropic gifts/donations where no benefits are granted and no business relationship exists are facilitated through the Toronto Zoo Wildlife Conservancy.
- 3.3 Honourific or commemorative naming is addressed in separate City policies (e.g., Property Naming Policy), not in this Toronto Zoo Individual and Corporate Naming Rights Policy.
- 3.4 For corporate consistency, this Policy is intended to be aligned with and consistent with the City of Toronto Individual and Corporate Naming Rights Policy

which requests that applicable agencies and boards adopt consistent approaches. Approvals remain subject to the Board's delegated authority and/or City Council where required.

- 3.5 Naming rights arrangements that pre-date this Policy are not subject to its terms.
- 3.6 Naming right proposals will be reviewed on a case-by-case basis.
- 3.7 Certain City properties as determined by City Council are not available for naming rights; the Board will observe any such City-wide exclusions.
- 3.8 Any naming rights proposal which varies from the requirements of this policy shall be approved by the Board and City Council as applicable.

4. Definitions

For the purposes of this Policy:

- *Broker*: an external agency engaged to assess naming rights valuation and/or negotiate on behalf of the Board/City.
- *Corporate Naming Rights*: a mutually beneficial arrangement wherein an organization provides goods, services, or financial support to the Zoo (and/or City) in return for access to the commercial or marketing potential associated with the public display of the organization's name on a property or feature for a finite period.
- *Individual Naming Rights*: a similar arrangement with an individual benefactor for a finite period, with benefits and recognition defined in an agreement.
- *Naming Rights Holder*: the party which has been awarded the Naming Rights Opportunity.
- *Property Feature*: a significant asset within a property (e.g., pavilion, gallery, amphitheatre, habitat zone, plaza, playground, overlook, trail segment, laboratory, classroom, event space).
- *Zoo Property*: any Zoo-owned or managed real property or significant related assets, including buildings, exhibits, habitats, learning centres, trails, associated infrastructure, and programmatic features (e.g., education labs).

5. Guiding Principles

5.1 General

- 5.1.1 Public Interest First: Naming rights must serve the public interest, strengthen the Zoo's mission (e.g., education, conservation, animal welfare), and enhance the guest experience.
- 5.1.2 Integrity and Reputation: The Board will safeguard the City's and Zoo's reputations and ensure naming rights do not unduly commercialize public space or conflict with municipal and/or Board standards.
- 5.1.3 Indigenous Recognition: The Board will respect City practices that recognize Indigenous languages and presence on the land in property naming contexts and will seek appropriate engagement when applicable. Where proposals intersect with Indigenous recognition or language, the Zoo will engage appropriate Indigenous partners (e.g. through the Toronto Zoo Indigenous Advisory Circle)
- 5.1.4 Animal Welfare & Conservation: Naming rights must never compromise animal welfare, conservation outcomes, or scientific integrity; any activations must comply with Zoo animal-care policies and professional standards.
- 5.1.5 Accessibility and Wayfinding: Names must not impair in any way the Board's ability to manage Zoo property, support clear wayfinding, and not impair emergency response or service delivery.
- 5.1.6 Ownership: The Board and/or City of Toronto shall retain ownership and control over any named property.
- 5.1.7 Right of Refusal: 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 and/or City's goals, values or mission.
- 5.1.8 Transparency and Accountability: Processes will be fair, transparent, and consistent, with appropriate reporting and approvals. All naming right agreements shall be subject to Board (or delegated authority) approval.
- 5.1.9 Unsolicited Naming Proposals: All unsolicited naming or renaming proposals shall be made in writing. The Board is not required to seek out competing bids when an unsolicited naming opportunity is initiated by a third party. Unsolicited naming offers may only be recommended where, in the view of the Board, the benefits to the Zoo are commensurate with the value of the naming right.

- 5.1.10 Written Contract: All naming right agreements shall be confirmed by written contract containing terms and conditions satisfactory to the Board and Toronto Zoo Wildlife Conservancy (as applicable), in consultation with the City of Toronto's Legal Services Division. Every naming right agreement shall conform to all applicable federal and provincial statutes, and to all applicable Board and City of Toronto bylaws, policies, contracts and practices, including the Lobbyist Register.
- 5.1.11 Allocation of Funds: All funds generated by naming rights agreements shall be allocated to the Zoo or the Toronto Zoo Wildlife Conservancy for future allocation to the Zoo. Subject to the agreement, the proceeds received may be applied to the property itself or designated for another use within the Zoo. Revenues generated through naming rights shall not reduce the Zoo's budget.
- 5.1.12 Physical Display: While the physical display of the naming right shall be negotiated or decided upon on an individual basis, such recognition must not unduly detract from the character, integrity, aesthetic quality or safety of Zoo property or unreasonably interfere with its enjoyment or use.
- 5.1.13 Personal Benefit: The naming rights opportunity must not confer a personal benefit to any particular Board and/or City of Toronto employee or official.
- 5.1.14 Non-Endorsement: The Board and/or City of Toronto does not endorse the products, services, or ideas of any naming right holder.
- 5.1.15 Right to Terminate: At its sole discretion, the Board reserves the right to terminate the naming right prior to the scheduled termination date, without refund of consideration, should it feel it is necessary to do so to avoid the Board and/or City of Toronto being brought into disrepute.
- 5.1.16 Sale: The sale of a naming right must not result in incremental net costs to the Board and/or the City of Toronto.

5.2 Individual Naming Rights

- 5.2.1 All individual naming rights must be for a fixed term, not exceeding the useful life of the property or property feature. Every such agreement shall include a sunset clause specifying the duration of the naming opportunity. Individual naming rights may be subject to renewal on mutual agreement.

5.3 Corporate Naming Rights

- 5.3.1 Parties that are disqualified from doing business with the Board or the City of Toronto are not eligible for naming rights opportunities.
- 5.3.2 The benefits to the naming rights holder are limited to those expressly stated in the naming rights agreement.
- 5.3.3 No form of indemnification will be provided to any naming rights holder without the express approval of the City of Toronto's Legal Services Division.
- 5.3.4 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 expense of the naming rights holder, be modified to reflect the new name.
- 5.3.5 All corporate naming agreements must be for a fixed term, not exceeding the useful life of the property. Every corporate agreement shall have a sunset clause specifying the duration of the naming opportunity. Such agreements cannot be extended or automatically renewed without Board approval.
- 5.3.6 Naming rights holders are prohibited from implying that their products, services or ideas are sanctioned by the Board or the City of Toronto.
- 5.3.7 The naming right 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 agreement.
- 5.3.8 There shall be no actual or implied obligation for the Board or the City of Toronto to purchase the product or services of the naming rights holder.

6. Eligible Properties and Features

- 6.1 Eligible assets may include: buildings (e.g., pavilions, learning centres), habitats/exhibits, trails and nodes, plazas and entrances, amphitheatres, viewing platforms, transportation assets (e.g., shuttles), and program spaces (e.g., laboratories, classrooms, event spaces) from among Zoo Property and subject to consultation with the City, as necessary.
- 6.2 Exclusions: Assets determined by the Board and/or City Council to be ineligible; any facility or feature where naming rights would impair safety, accessibility, wayfinding, or statutory obligations.

7. Prohibited Categories / Ethical Screens

- 7.1 Proposals that conflict with Board and/or City of Toronto policies, laws, or community standards will not be considered.
- 7.2 Prohibitions include products/services inconsistent with public health, safety, or equity objectives; proposals that risk undue commercial influence on children; and proposals that compromise animal welfare.

8. Naming Criteria and Recognition

- 8.1 Names must engender a strong positive image, be appropriate to the context, and avoid duplication/confusion; they must not lend themselves to inappropriate acronyms.
- 8.2 The Zoo will consider local/historic significance and, where appropriate, Indigenous language recognition consistent with City practice.
- 8.3 Recognition may include name placement on the asset and agreed-upon benefits (e.g., acknowledgements, digital listings, interpretive content). All benefits must be consistent with Board and City standards and not impair guest experience or animal welfare
- 8.4 No benefit or activation may create a real or perceived conflict of interest or contravene lobbying/ethics requirements.

9. Intake, Assessment, and Valuation

- 9.1 The Zoo may engage the Toronto Zoo Wildlife Conservancy or another third party as a Broker and/or valuation specialist to assess market value, term, and benefits and engage prospective donors or sponsors; any engagement must follow Board procurement and conflict-of-interest standards.
- 9.2 Due diligence will include legal, financial, reputational, animal-care, accessibility, and operational assessments, with early notification to any affected local Councillors and/or Board members where applicable.

10. Approval Authority and Agreement Requirements

- 10.1 Proposals will be reviewed on a case-by-case basis. Approval may rest with the Board (or delegated authority) and, where City of Toronto policy requires or the proposal varies from the standard requirements, approval by City Council.
- 10.2 Proposals that vary from this Policy require Board approval.
- 10.3 All naming rights agreements will be in the form of a legal contract. Board staff shall consult with the City of Toronto Legal Services Division regarding appropriate terms and conditions and consider inclusion of the following provisions:
 - i. A description of the contractual relationship, specifying the exact nature of the agreement;
 - ii. The term of the agreement;
 - iii. Renewal options, if permitted;
 - iv. The value of the consideration and, in the case of in-kind contributions, the method of assessment;
 - v. The payment schedule;
 - vi. Rights and benefits;
 - vii. Release, indemnification and early termination clauses as appropriate;
 - viii. Insurance clauses;
 - ix. Confidentiality terms;
 - x. A statement acknowledging that the sponsorship may be subject to provisions of the Municipal Freedom of Information and Protection of Privacy Act; and
 - xi. 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.

- 10.4 Finite Terms: Naming rights are for a fixed period and are not perpetual; renewal terms require re-assessment.
- 10.5 Visual identity and signage must align with Zoo standards and avoid undue commercialization of the public realm.

11. Termination and Renaming

- 11.1 The Zoo may terminate naming rights for cause (e.g., reputational harm, breach, insolvency, moral-turpitude) or for convenience where provided in the agreement.

- 11.2 Upon termination or expiry, the Zoo may rename the asset following Board and City processes; any interim naming will prioritize guest wayfinding and operational continuity.

12. Implementation and Administration

- 12.1 The Policy takes effect upon Board adoption and is administered by the Zoo's Chief Transformation Officer in coordination with the City of Toronto Legal Services Division.
- 12.2 The Policy will be reviewed every five years or earlier if City of Toronto policy is revised, ensuring consistency with City frameworks for naming rights, property naming, and sponsorships.