



## Yorkville Parks & Recreation Department

651 Prairie Pointe Drive, Yorkville, IL 60506

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Email: recreation@yorkville.il.us

## Sponsorship Terms & Policies

1. Sponsorship opportunities are extended to any local, national or international business, non-profit agency and government agency that has or wishes to have a presence in the United City of Yorkville. Subject to the United City of Yorkville's terms for accepting Sponsorship contracts will be accepted on first-come, first-served basis.
2. Sponsorship opportunities will not be extended to any organization whose mission or goal is in conflict with United City of Yorkville, and Recreation Department's mission of encouraging honesty, integrity and safety. The United City of Yorkville values and promotes accessibility, excellence, optimal experience, unity through diversity, wholesomeness and accountability.
3. The United City of Yorkville reserves the right to refuse any Sponsorship from organizations or companies that offer competing programs and/or facilities.
4. It is the policy of the United City of Yorkville that an advertisement is not a public forum and that all advertisements shall be commercial in nature. The City reserves the right of full editorial control over the placement, content, appearance, and wording of the advertisement and can prohibit advertisements that are deemed inappropriate or inconsistent with the policies of the City.

Examples of advertisements that include, but are not limited to, any of the following characteristics will be prohibited:

- A. Advertising that is unlawful, obscene or indecent or contains explicit messages or graphic representation pertaining to sexual contact or contains an offensive level of sexual overtone, innuendo or double entendre;
  - B. Advertising of alcohol, tobacco or any vapor device products or depiction of their use;
  - C. Promotion of or reference to gambling, betting or lotteries;
  - D. Advertising containing foul or offensive language;
  - E. Advertising that describe or depict criminal activity in any way;
  - F. Advertisements by political candidates for public office, political parties or committees, and advertisements concerning ballot issues or controversial public issues;
  - G. Advertising that is determined by the City Administrator or City Attorney to be false, misleading or deceptive;
  - H. Advertising promoting or referencing the use or sale of firearms, explosives or other weapons or the depiction, suggestion or glorification of violence or acts of a violent nature;
  - I. An advertisement from a party that has litigated a claim against the City or owes a debt to the City.
5. The United City of Yorkville reserves the right to revise, reject, or omit any ad at any time without notice. Any camera-ready Sponsorship submitted does not conform to the publication's mechanical requirement will be enlarged, reduced, or floated at the

discretion of the professional staff. The United City of Yorkville Shall not be responsible for damages if an advertisement fails to be published for any reason.

6. The United City of Yorkville Parks and Recreation Department reserves the right to determine and/or change the placement of ads without notice.
7. Advertisers and advertising agencies are liable for all contents of advertisements (including copy, representation and illustrations) and shall indemnify and hold harmless the United City of Yorkville, without limitation against, for any and all claims made thereof against losses sustained by the United City of Yorkville, Recreation Department, Council Members, and employees.
8. The advertisers and its agency, each represent that they are fully authorized and licensed to use: 1. The names, portraits, and /or pictures of living persons; 2. Any copyrighted or trademarked materials; and 3. Any testimonials contained in any advertisement submitted by or on behalf of the advertiser and published in any of the United City of Yorkville publications, and that such advertisement is neither libelous or defamatory, an invasion of privacy or otherwise unlawful to any third party. The advertiser and its agency each agree to indemnify and save harmless the United City of Yorkville against all loses, liability, damage and /or expenses arising from the copying, printing or publishing of any such advertisement.
9. No conditions printed or otherwise, appearing on contracts, orders or copy instructions, which conflict with the United City of Yorkville policies will be binding on the United City of Yorkville or its agents.
10. The United City of Yorkville shall not be responsible for any damages caused by acts of God, fires, strikes, accidents or other occurrences beyond the control of the publisher or the United City of Yorkville.
11. Failure to fulfill contract terms will result in additional charges equal to the full contract fee.
12. The United City of Yorkville will not return any items submitted for Sponsorship.
13. Payments are due on/or before the first date of copy notification timeline. Failure to do so may forfeit the agreement for advertisement/Sponsorship.
14. The United City of Yorkville reserves the right to revise Sponsorship rates. However, this will not affect existing signed and written Sponsorship agreements. All Sponsorship placed without a signed agreement is subject to rates that apply at the time of publication.
15. The United City of Yorkville is a municipality created by state authority for the purpose of serving residents of Yorkville and does not support any one political party or viewpoint. Therefore, we will not accept political sponsorship of any kind.
16. To avoid potential personal conflict, sponsorship opportunities will not be provided to religious organizations for specific sports teams or leagues where participants do not have control of the team they are assigned; however, religious organizations will be given the opportunity to sponsor special events as they are open events allowing freedom of choice to participate.