



## Marion Art Center Naming Rights Policy

### I. Purpose and Scope

This policy establishes the principles, criteria, and procedures for granting naming rights in recognition of significant philanthropic support of the **Marion Art Center** (the "MAC"). Naming recognition is intended to honor generosity in ways that reflect the MAC's mission, values, and commitment to thoughtful, long-term stewardship.

This policy applies to naming opportunities associated with buildings, interior and exterior spaces, programs, funds, and endowments. All naming recognitions are granted in service of the organization's charitable purpose and broader community benefit.

### II. Gift Requirements

- Naming rights are generally awarded in recognition of significant philanthropic gifts that advance the mission and long-term sustainability of the Marion Art Center.
- Naming requests made for reasons other than direct philanthropic contributions—such as honoring longtime volunteers, community leaders, or other individuals—may be considered on a case-by-case basis by the Board of Directors, taking into account the nature, duration, and impact of the individual's or organization's contribution.
- Minimum gift levels for specific naming opportunities are established by the Board of Directors and may be reviewed periodically.

Naming recognition will commence after the Marion Art Center has received at least eighty percent (80%) of the pledged gift amount, unless otherwise specified in the written naming agreement or approved by the Board of Directors.

The Marion Art Center reserves the right to decline any proposed naming opportunity that does not align with its mission, values, or long-term interests, or for any other reason subject to the sole discretion of the Board of Directors.

### III. Approval Process

- All naming rights are subject to approval by the Board of Directors to ensure consistency with the MAC's mission, values, and fiduciary responsibilities.
- No naming opportunity may be publicly offered, announced, or confirmed prior to Board approval.
- The Board may delegate preliminary review to a committee or senior staff, with final approval retained by the Board.

### IV. Duration of Naming Rights

- **Standard Term:** Naming rights associated with physical facilities or spaces are granted for a defined term, not to exceed twenty-five (25) years. The specific term will be determined by the Board of Directors and documented in the applicable naming agreement.

- **Life-of-Space Naming Recognition:** Requests for naming recognition for the life of a space, facility, or other named asset may be considered in exceptional circumstances and are subject to Board approval. Such requests shall include an endowed component to provide for the long-term stewardship and recognition of the named asset. The amount of the endowed component shall be determined by the Board on a case-by-case basis.
- **Renewal:** At the conclusion of a naming term, recognition may be renewed at the discretion of the Board, subject to then-current policies, conditions, and philanthropic considerations.
- **Duration Independent of Donor's Lifetime.** Naming recognition is granted for the agreed term and is not dependent on the lifetime of the donor. In the event of the donor's death, or the dissolution of the donating organization, recognition will continue for the remainder of the naming term in accordance with the naming agreement. Naming recognition does not create rights for heirs, successors, or assigns beyond the stated term.
- **Renovation, Replacement, or Change of Use:** If a named facility or space is materially altered, replaced, sold, or no longer used for its original purpose, the naming recognition will conclude, unless otherwise provided in the applicable naming agreement. When feasible and appropriate, the donor or donor's family may be offered the opportunity to support a new or renovated space, but such consideration is not guaranteed.
- **Definition of Life of the Space.** For purposes of this policy, "life of the space" means the period during which the space, facility, or asset continues to exist in substantially the same form and function. The Marion Art Center reserves the right to renovate, repurpose, replace, or remove any named space or asset as necessary to fulfill its mission and operational needs, **subject to the terms of any written agreement between the donor(s) and the MAC.**

#### V. Ethical Standards and Revocation

- The Marion Art Center reserves the right to revoke a naming recognition if circumstances arise that, in the reasonable judgment of the Board of Directors, could materially harm the MAC's reputation, mission, financial stability, or public trust.
- Such circumstances may include, but are not limited to, criminal activity, significant legal or ethical violations, public scandal, or actions inconsistent with the values of the Marion Art Center.
- Failure to fulfill the financial terms of a pledge or naming agreement may result in modification or revocation of naming recognition.
- In the event of revocation, MAC will not be obligated to return any portion of the gift, unless otherwise required by law or explicitly stated in the naming agreement.

#### VI. Recognition and Signage

- The Marion Art Center values collaboration with donors and, whenever possible, will consult with donors regarding the wording and general presentation of naming recognition.
- Final authority over signage—including design, wording, size, materials, placement, and duration—rests solely with the Marion Art Center to ensure consistency with institutional standards, architectural integrity, and the overall visitor experience, regardless of gift size.
- Corporate names or logos may be permitted only if consistent with MAC's mission and design standards and must receive prior written approval.

- The Marion Art Center reserves the right to update, relocate, or remove signage as facilities evolve, provided the underlying recognition remains consistent with the naming agreement.

#### VII. Additional Provisions

- **Non-Transferability:** Naming rights are personal to the named individual(s) or entity and may not be assigned, sold, transferred, or altered without the prior written consent of the Marion Art Center.
- **No Property Interest:** Naming recognition does not confer any ownership, leasehold, or other legal interest in MAC property, programs, or assets.
- **No Endorsement:** Naming recognition does not imply endorsement of any individual, business, product, or service by the Marion Art Center.
- **Separation from Gift Agreements:** Naming recognition is governed exclusively by this Naming Rights Policy and the associated naming agreement. Financial terms of gifts are addressed separately and do not alter the provisions of this policy.
- **Policy Amendments:** This policy may be amended by the Board of Directors at any time. Naming agreements at the time of adoption of this policy will continue to be honored in accordance with their terms.

#### VIII. Approval

Approved by the Board of Directors on: June 30, 2026

Signed:  \_\_\_\_\_  
Authorized Representative, Marion Art Center