ORDINANCE No. 112790

Law Department

COUNCIL BILL No. 105418

AN ORDINANCE relating to the Seattle Center Department; adding new Sections to the Seattle Municipal Code to authorize the Director of Seattle Center to execute new office space rental agreements for certain spaces at Seattle Center, amendments to such agreements, and agreements authorizing the transfer to third parties of leasehold interest of Seattle Center tenants; repealing Ordinance 96298 as last amended by Ordinance 102528, together with Seattle Municipal Code §17.16.050, and repealing Ordinance 108090 together with Seattle Municipal Code ¶17.16.030.

COMPTROLLER FILE No.

Introduced: MAR 17 1986	By: EXECUTIVE REQUEST
Referred: MAR 17 1986	To: P&PB
Referred:	To:
Referred:	To:
Reported: APR 7 1986	Second Reading: APR 7 1986
Third Reading: APR 7 1986	Signed: APR 7 1986
Presented to Mayor: APR 8 1986	Approved: APR 15 1986
Returned to City Clerk: APR 15 1986	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

OK

REC'D OMC APR 08 1986

The City of Seattle--Legislative Department

Date Reported and Adopted

REPORT OF COMMITTEE

Honorable President:

Your Committee on Parks & Public Grounds

to which was referred the within Council Bill No. 105418

report that we have considered the same and respectfully recommend that the same:

Do Pass

Vote 9-0

Committee Chair

ORD# 112790
112790

SEATTLE CENTER

MEMO

1992 MAY 13 PM 4:02

CITY COMPTROLLER AND CITY CLERK

To: Margaret Carter, City Clerk/Comptroller's Office

From: Pat Morosic Pat Morosic

Subject: SEATTLE CENTER COMPTROLLER FILE

Date: May 12, 1992

Please file the attached in the following comptroller file:

COMPTROLLER FILE NUMBER:	
ORDINANCE NUMBER:	112790
NAME:	John Saville
D/B/A:	John Saville, Caricature Artist
NAME OF CONTRACT:	Center House Basement Storage Space 13 C, containing approximately 152 square feet
EFFECTIVE DATES:	Starting May 4, 1992
FEES AND CHARGES:	$50.67 per month, prorated
NAME/ADDRESS OF CONTRACTING PARTY:	John Saville 800 Queen Anne Ave. N., Apt 402 Seattle, WA 98101

051192-1

FILED
CITY OF SEATTLE
1992 MAY 13 PM 4:02
COMPTROLLER AND CITY CLERK

STORAGE LEASE AGREEMENT

THIS AGREEMENT, entered into by and between The City of Seattle, a municipal corporation, hereinafter referred to as "City" and John Saville d/b/a John Saville, Caricature Artist, hereinafter referred to as "Lessee," WITNESSES THAT:

In consideration of the mutual covenants specified herein, the parties agree as follows:

1. PREMISES. The City hereby leases to Lessee and Lessee leases from City the premises located in Seattle, King County, Washington, generally described as follows and hereinafter referred to as "Premises":

Center House Basement Storage Space Number 13 C

containing approximately 152 square feet, and more particularly described in "Exhibit A" attached hereto and by this reference made a part hereof, together with a non-exclusive right of ingress and egress to be used with others to and from a public area.

Lessee accepts the Premises in their present condition and covenants that no representations, statements, or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the premises or the use of occupancy that may be made thereof, other than those contained herein.

2. TERM. The term of this Agreement shall commence on the 4th day of May, 1992, and continue on a month to month basis, unless terminated earlier pursuant to the provisions contained here.

3. RENT. Lessee agrees to pay City Forty-Seven and 29/100 Dollars ($47.29), the pro rata share for the Month of May; and subsequently a monthly rental fee of Fifty and 67/100 Dollars ($50.67) in advance on or before the first day of each and every month.

4. USE OF PREMISES. Lessee agrees that the above described premises are to be used for the storage of goods, wares, and merchandise as are offered by Lessee for sale at its main place of business at Seattle Center and for no other purpose whatsoever, except upon the prior written consent of City.

5. UTILITIES. Lessee shall be liable for, and shall pay throughout the term of this Agreement, charges for utility services

furnished to the premises, including but not limited to, electricity, gas, water, sewerage, and garbage disposal. In the event that the premises are a part of a building or are part of any larger complex to which any utility service is furnished on a consolidated or joint basis, Lessee shall pay to City Lessee's pro rata share of the cost of any such utility services; which share of any such service may be computed by the City on any reasonable basis, and separate metering or other exact segregation of cost shall not be required.

6. CITY'S RIGHT OF ACCESS. The City reserves the right to enter the premises at any reasonable time to examine the same and to make such repairs and alterations as may be necessary for the preservation or protection of the same and other City property.

7. INDEMNITY. All property placed in, or moved into, within, or out of the premises, shall be at the risk of Lessee. Lessee shall indemnify and hold the City harmless and free from any and all claims for injury or damage sustained by any person or property including supplies, fixtures, merchandise, equipment, and products of any kind placed in or on the premises, except injury or damage due to City's sole negligence.

8. INSURANCE. Lessee shall secure and maintain, at its sole cost, during the full term of this Agreement, a policy of comprehensive general liability insurance and fire insurance or a supplemental endorsement to an existing policy which shall protect the Lessee and City against all claims for bodily injury (including death) and property damage including but not limited to fire, theft, vandalism, malicious mischief, and extended coverage, arising out of the Lessee's use of the premises. Such policy or an endorsement thereto shall name The City of Seattle as an additional insured and provide The City with not less than thirty (30) days prior written notice of any change, cancellation, or lapse of such policy.

9. ATTORNEY'S FEES. In the event of failure to pay rent when due or failure to fulfill any of the terms of this Agreement, Lessee shall pay all collection and eviction costs, including reasonable attorney's fees in any action brought by The City to enforce the terms of this Agreement.

10. MAINTENANCE AND REPAIR. Lessee covenants and agrees to maintain the premises in a state of good repair and to cause said premises to be kept clean during the term of this Agreement, and as of the expiration or termination date of this Agreement, whichever is sooner, to leave the premises in as good condition as they were as of the date of commencement of this Agreement, excepting only ordinary use and reasonable wear and tear and improvements made to the premises. The City and its authorized representatives shall have the right to enter said premises at any time in order to perform repair work on said premises or other City property; and in order to effectuate such purpose, the City may move any property in or on the premises, and may store such property in another location acceptable to the Lessee, in which latter case the parties hereto agree to excuse an appropriate amendment to the description of the premises.

11. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. No alteration, addition, or improvement to the premises shall be made by Lessee except with the prior written consent of City and in accordance with plans approved by City prior to such work being done. In the event any such alteration, addition, or improvement work is undertaken, Lessee shall pay all expenses in connection therewith, including but not limited to building permit fees. All installations and construction shall meet all local codes and ordinances and shall in no way conflict or excessively hinder any other City facility or utility or work.

12. ASSIGNMENT, TRANSFER OR SUBLEASE. Lessee shall not assign this Agreement or any interest therein or sublease the whole or any part of said premises without the City's prior written consent thereto.

13. APPLICABLE LAW. Lessee shall not use the premises or permit any part thereof to be used for any purpose in violation of any municipal, county, state, or federal law, ordinance or regulation, rule or requirement, nor suffer to be done anything on said premises in violation of any such laws, ordinances, rules, regulations, or requirements. Lessee shall comply with the rules set forth in the attached Addendum, titled "Rules and Regulations" which by this reference is incorporated herein, which rules may be amended, changed or rescinded by the City, upon reasonable notice to Lessee.

14. NON-DISCRIMINATION IN EMPLOYMENT.

(a) Lessee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to age, sex, race, color, creed, national origin or physical handicap in employment, unless based upon a bona fide occupational qualification.

(b) In the event Lessee employs three (3) or more persons, the following provision shall be deemed a part of this Agreement: During the performance of this Agreement, Lessee agrees as follows:

"Lessee shall not discriminate against any employee or applicant for employment because of creed, race, color, sex, age, or national origin, unless based on a bona fide occupational occupation. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, race, color, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. Lessee shall take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to members of his immediate family.

"Lessee will, upon requests of the Director (as used in this Article, Director means the Director of City's Human Rights Department or their designee) furnish to the Director such forms as may be provided therefor, a report of the affirmative action taken by the Lessee in implementing the terms of this provision, and will permit access to records of employment, employment advertisements, application forms, other pertinent data and records, by the Director for the purpose of investigation to determine compliance with this provision.

"If, upon investigation, the Director determines that there is probably cause to believe that the Lessee has failed to comply with any

of the terms of this provision, Lessee shall be so notified in writing. The contracting authority shall give the Lessee an opportunity to be heard, after ten (10) days notice. If the contracting authority concurs in the findings of the Director, it may suspend or terminate this Agreement.

"Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

"The foregoing provision shall be inserted in all subleases entered into under this Agreement."

(c) Lessee shall complete and submit to the proper authorities all information requested, as well as comply with all requirements contained in Addendum I, which is attached hereto and by this reference incorporated herein, whenever required to do so by City pursuant to Ordinance 101432.

15. LICENSES AND TAXES. Lessee shall obtain all necessary and proper licenses, permits and authorizations, and shall comply with the requirements of any duly authorized person acting in connection therewith. Lessee agrees to pay all taxes of every nature and description arising out of or in any manner connected with the use of the premises, including but not limited to the leasehold excise tax.

16. CONTROL OF BUILDING AND GROUNDS. All common and other facilities including parking areas, in or about the Seattle Center provided by City shall be subject to the exclusive control and management by City. The City may, therefore:

(a) Increase, reduce, or change in any manner whatsoever, the number, dimensions, and locations of the Seattle Center walks, buildings, and parking areas, and may make alterations and additions to the building in which the leased premises are a part and add buildings adjoining the same or elsewhere in the Seattle Center;

(b) Regulate all traffic within the Seattle Center, including the operation and parking of vehicles of Lessee, its invitees, employees and patrons; and

(c) Impose a reasonable charge for admission to the Seattle Center and facilities therein without affecting the obligation of the parties hereunder.

17. OBSTRUCTIONS. Sidewalks, entries, passages, stairwells, hallways, or ways of access to any building or any other public place in or about the Seattle Center shall not be obstructed or used for any purpose than ingress and egress.

18. HOLDING OVER. Any holding over after the expiration of the term of this Agreement, with or without the consent of City, shall constitute a tenancy from month to month for the rent herein specified, prorated on a monthly basis, and on the other terms and conditions contained herein.

19. TERMINATION. Either party to this Agreement may termination this lease by giving notice of termination to the other party thirty (30) days in advance of the effective date thereof.

20. REMOVAL OF MERCHANDISE. All property stored or placed in or on the premises shall be removed from the premises on or before the expiration or termination date of this Agreement, whichever is earlier. All property not so removed will be deemed to have been abandoned; and the City, at its option, may dispose of any or all of such property and charge the Lessee with the costs of such disposal, and may also claim any and all such property as the City's own property.

21. CITY'S REMEDIES CUMULATIVE. The City's rights and remedies hereby created are cumulative and also are additional to any other rights and remedies allowed by law; the use of one remedy shall not be taken to exclude or waive the right to the use of another.

322. NOTICES. All notices to be provided hereunder shall be in writing and delivered or mailed to the following:

To City: Seattle Center Director
Seattle Center
305 Harrison Street
Seattle, Washington 98109
Attn: Manager
Contracts and Concessions

To Lessee: John Saville
800 Queen Anne Ave N Apt 402
Seattle, WA 98109

or such other respective addresses as either party may from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed; the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

LESSEE:

Five Minute Photo Cartoons

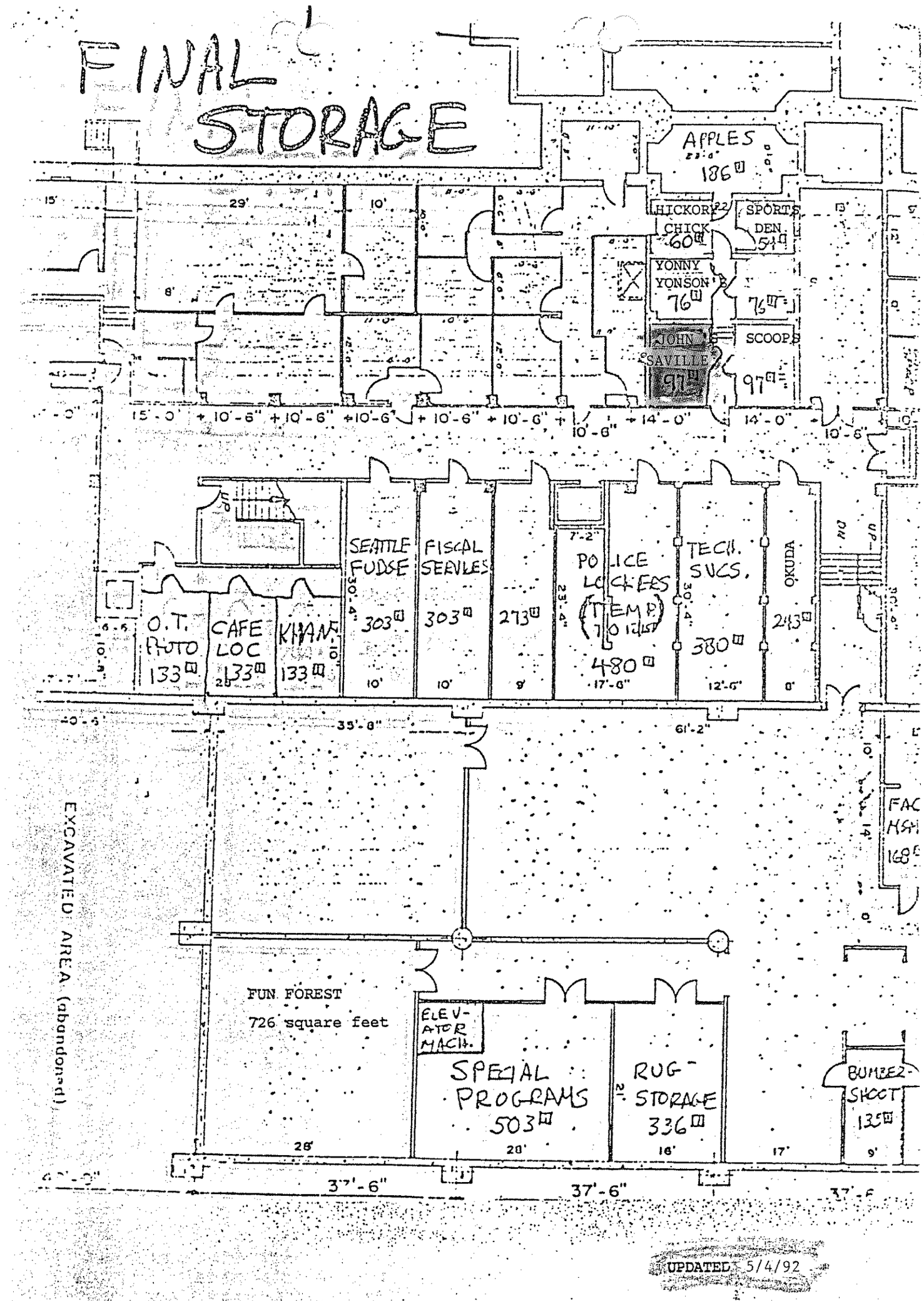
By _____
JOHN SAVILLE
Owner

THE CITY OF SEATTLE, acting by and through its Seattle Center Department.

By _____
VIRGINIA ANDERSON,
Director

Pursuant to Ordinance # 112790

CSAVILLS.doc 5/4/92


FINAL STORAGE
APPLES
186
HICKORY CHICK
60
SPORTS DEN
51
YONNY YONSON'S
76
76
JOHN SAVILLE
97
SCOOP'S
97
15'-0"
10'-6"
14'-0"
SEATTLE FUDGE
303
FISCAL SERVICES
303
273
POLICE LOCKERS (TEMP)
480
TECH. SVCS.
380
OKUDA
243
O.T. PHOTO
133
CAFE LOC
133
KIMAN
133
35'-8"
61'-2"
EXCAVATED AREA (abandoned)
FUN FOREST
726 square feet
ELEVATOR MACH.
SPECIAL PROGRAMS
503
RUG STORAGE
336
BUMPER SHOOT
135
37'-6"
UPDATED 5/4/92

ORDINANCE 112790

AN ORDINANCE relating to the Seattle Center Department; adding new sections to the Seattle Municipal Code to authorize the Director of Seattle Center to execute new office space rental agreements for certain space at Seattle Center, amendments to such agreements, and agreements authorizing the transfer to third parties of leasehold interests of Seattle Center tenants; repealing Ordinance 96298 as last amended by Ordinance 102528, together with Seattle Municipal Code §17.16.050, and repealing Ordinance 108090 together with Seattle Municipal Code §17.16.030.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There is added to Seattle Municipal Code a new section, Section 17.16.030, as follows:

17.16.030 Seattle Center Office Space Rental Agreements. The Seattle Center Director is hereby authorized to negotiate and to execute, for and on the behalf of The City of Seattle, office space rental agreements and to modify existing office space rental agreements for the use and occupancy of space in the Center House, Blue Spruce Building and the building at 225 Mercer Street and to execute all other necessary documents in connection therewith;

Provided, that:

A. Said new office space rental agreements shall be in the standard form of agreement attached hereto and identified as "SEATTLE CENTER OFFICE SPACE RENTAL AGREEMENT" except when use of a non-standard form has been approved by the City Attorney.

B. No Seattle Center office space rental agreement, executed after date of this ordinance and no existing Seattle Center office space rental agreement subject to extension at the City's option shall extend or be extended past December 31, 1991.

C. The basic rent for Seattle Center office space shall not be less than:

$ 3.00 per square foot/year for not-for-profit organizations, and

$ 3.00 per square foot/year for all other entities, and

$ 1.50 per square foot/year for Blue Spruce Building space considered basement spaces with rear entrances.

The Seattle Center is authorized to accept in-kind contributions of services for the City's benefit in order to offset all or a portion of any cash rent due from not-for-profit organizations or any other entities as the Director deems reasonable; any such services to be accepted shall be specifically identified in the office space rental agreement along with a statement as to the amount of cash rent offset for such services.

D. One or more parking spaces in Seattle Center parking facilities may, but need not, be provided to Seattle Center office space tenants in conjunction with such office space rental for no added consideration under new rental agreements, and under amendments of existing office space rental agreements, for such added cash rent or in-kind services for the City's benefit as the Director deems reasonable, taking into consideration the parking rates established pursuant to Ordinance 112572, as now or hereafter amended.

Section 2. There is added to the Seattle Municipal Code a new section, Section 17.16.033, as follows:

17.16.033 Assignments and Novations of Seattle Center Office Space Rental Agreements. The Seattle Center Director is authorized to approve assignments and to enter into novation or similar agreements to effect the transfer of the tenant's interest in Seattle Center office space to third parties that satisfy the financial capability and operating standards that would be applied by Seattle Center in evaluating other potential new office space tenants. Such novation or other agreements shall be subject to the

provisions of Seattle Municipal Code §17.16.030 B & C, hereof.

Section 3. There is added to the Seattle Municipal Code a new section, Section 17.16.036, as follows:

17.16.036 Amendments of Seattle Center Office Space Rental Agreements. The Seattle Center Director is authorized to amend Seattle Center office space rental agreements to exchange and transfer to City ownership the value of undepreciated leasehold improvements for up to an equivalent amount of money owed to the City by the affected tenant, and for such other purposes as may be consistent with law.

Section 4. Ordinance 108090, entitled:

"AN ORDINANCE relating to the Seattle Center; authorizing the execution of a standard form for office space rental agreements to be used throughout the Seattle Center."

and Seattle Municipal Code §17.16.030 are each hereby repealed.

Section 5. Ordinance 96298 entitled:

"AN ORDINANCE fixing a schedule of rentals for office space in the Blue Spruce Building and 225 Mercer at the Seattle Center and authorizing the Seattle Center Director to contract in connection therewith.",

as last amended by Ordinance 102528 and Seattle Municipal Code §17.16.050 are each hereby repealed.

Section 6. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

(To be used for all Ordinances except Emergency.)

Section 7. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 7th day of April, 1986., and signed by me in open session in authentication of its passage this 7th day of April, 1986.

President of the City Council.

Approved by me this 15th day of April, 1986.

Mayor.

Filed by me this 15th day of April, 1986.

Attest: Norward J. Brooks
City Comptroller and City Clerk.

(SEAL)

Published

By Theresa Dunbar
Deputy Clerk.

CSS 8.1.6

SEATTLE CENTER
OFFICE SPACE RENTAL AGREEMENT

This Agreement is by and between the City of Seattle, a municipal corporation existing under the laws of the State of Washington, Lessor, hereinafter referred to as "City", and _____
d/b/a/ _____
hereinafter referred to as "Lessee".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. LEASE. The City hereby leases to Lessee and Lessee agrees to occupy and lease from City the following described premises situated in the City of Seattle, County of King, State of Washington:

which is more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, together with a non-exclusive right of ingress and egress to be used with others to and from a public area, hereinafter referred to as "Premises".

2. TERM. This Agreement shall be for a term commencing on the _____ day of _____, 19_____, and ending on the _____ day of _____, 19_____, unless terminated earlier as provided herein.

3. RENT. Lessee agrees to pay as rental for the Premises the sum of _____ _____ and No/100 Dollars ($_____) per month. The rent for each month shall be paid to the City of Seattle Treasurer in advance on or before the 1st day of each and every month of the lease term, and delivered or mailed to the Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington 98109.

4. SURETY. Lessee shall pay to City a cash deposit equal to one month's rental as security against abandonment of Premises or damages to the Premises, which cash deposit shall be paid along with the rental for the first month of this Agreement.

5. USE OF PREMISES. Lessee shall use the Premises for office space only, and shall not use them for any other purpose whatsoever without the written consent of City. Lessee shall use the entire Premises for the conduct of its business in a first-class manner, continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may be necessary for repairs or redecorating or for reasons beyond either party's reasonable control.

6. UTILITIES. City shall furnish to Lessee: heat, electricity and water service, but the City shall not provide any maintenance, repair or servicing of any stoves, refrigerators, printing, reproduction, or other office equipment, on said Premises, and any such maintenance, repair or servicing shall be the sole responsibility of Lessee. Lessee shall pay, or cause to be paid, within ten (10) days of billing, all utility charges that are not a part of the rental payment.

City reserves the power to stop the service of steam, water and electrical systems in addition to elevator service, where existent, at such times as may be necessary, by reason of accident, repairs, alterations, or improvements, desirable or necessary to be made, until such time as such repairs, alterations or improvements shall have been completed. The City shall not be liable for any failure to supply water or electrical current, or for loss of property, or for injury or damage to person or property, resulting from steam, gas, electricity, water, rain or snow that may leak or flow from or into any part of the building, or from the pipes, appliances or plumbing of it, or from any other place. Such stoppage shall not constitute a constructive eviction and Lessee shall make no claims therefor. Lessee further covenants not to bring suit or make any claim for damages allegedly arising from such stoppage.

7. SERVICES. In areas other than the Premises, City shall maintain the following services: Elevator, where existent, public restroom maintenance, lighting and landscape maintenance, and removal of waste material from City's designated locations.

As a part of its services hereunder, City will provide general grounds security, City does not make any warranties, guarantees or representations, nor assume any responsibilities or obligations whatsoever in connection with such services, but the same are provided as a convenience for Lessee. City will have no liabilities that it would not have if security were not provided.

8. ACCEPTANCE OF PREMISES. Lessee has inspected and examined the physical condition of the Premises and accepts the Premises in their present condition, and covenants that no representations, statements or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the Premises or the use or occupancy that may be made thereof. Any expense incurred in mutually agreed upon alterations, improvements or repairs or new construction necessary for Lessee's use and occupancy shall be borne by Lessee.

9. POSSESSION. If the City shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Agreement, City shall not be liable for any damage caused thereby to Lessee, nor shall this Agreement thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event, Lessee shall not be liable for any rent until such time as City can deliver possession; Provided, that if Lessee shall, in the interim take possession of any portion of Premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the Premises not available for possession; And provided further, that if City shall be unable to deliver possession of said Premises, Lessee shall have the option to terminate this Agreement by providing to the City written notice thereof at least thirty (30) days prior to the effective date of termination, unless the City shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with the City's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Agreement, all of the terms and conditions of this Agreement shall immediately become applicable, with the exception that Lessee shall be obligated to pay a pro-rated rental for the period prior to the commencement of the term of this Agreement or such sum as may otherwise be mutually agreed upon.

10. CONSTRUCTION, ALTERATIONS, IMPROVEMENTS, AND ADDITIONS. Lessee shall not make any alteration in, or addition or improvement to, the Premises without the prior written consent of City. Any change or alteration made shall be at the expense of Lessee. All alterations to or improvements upon the Premises, or the building of which the Premises form a part, made by either party (except furniture put in at the expense of Lessee, and movable without defacing or injuring the building or Premises) shall become the property of the City and shall remain upon and be surrendered with the Premises as a part thereof at the end of the term, without disturbance, molestation or injury thereof, except as provided herein.

Lessee's building plans must set forth improvements and equipment of the highest quality and, in all respects, of sound and safe structure, and in accordance with the policies, motifs, designs and overall planning for the Seattle Center and the particular area in which such structure and equipmentshall be installed. City shall have the right to approve and/or disapprove Lessee's plans or portions thereof and Lessee shall not commence construction and/or installation of equipment or improvements until City has approved said plans in writing. Any expenditures in connection with said construction and equipment installation prior to the aforementioned approval of City, will be at the risk and expense of Lessee. Lessee shall remove any such improvements at its own expense at the end of lease term, if so requested by City.

11. ACCESS TO PREMISES, MAINTENANCE AND REPAIR. City, its agents, employees, or representatives, may enter the Premises at reasonable hours or in event of an emergency, at any time, to examine the same and to make such repairs and alterations as may be necessary for the preservation or protection of City property.

The use of the outside area of the walls and the roof of the building in which the Premises are located is reserved to the City, and City shall have the right to utilize the same for any purpose, including the maintenance of signs. Any structural and/or exterior repairs shall be made by City, and all interior repairs shall be made by Lessee, except, that all repairs to Premises, whether exterior or interior, made necessary by reason of acts or negligence of Lessee, its agents, employees or visitors, shall be made by Lessee.

The right of examination reserved to City hereunder shall impose no obligation on City to make inspections or to ascertain the condition of the Premises, and shall impose no liability upon City for failure to make such inspections. Lessee hereby waives any claim for damages, provided, that City, in the exercise of its rights under this section, shall provide adequate access to the Premises and shall not unreasonably interfere with the conduct of Lessee's business.

12. CONTROL OF BUILDING AND GROUNDS. All common and other facilities provided by City in or about the Seattle Center, including parking areas, shall be subject to the exclusive control and management by City. City may, therefore:

(a) Increase, reduce or change in any manner whatsoever, the number, dimensions, and locations of Seattle Center walks, buildings, and parking areas and may make improvements, alterations, or additions to the buildings of which the Premises are a part and to other buildings and add buildings adjoining the same or elsewhere in the Seattle Center;

(b) Regulate all traffic with the Seattle Center, including the operation and parking of vehicles of Lessee, its invitees, officers, employees and patrons; and;

(c) Impose a reasonable charge for admission to the Seattle Center facilities therein;

all without affecting the obligation of the parties hereunder.

City shall not be liable for interference with light, air, or view, or for interference caused by operations by or for the City, County or State, in the maintenance or construction of any public work.

13. SIGNS. No signs or other advertising matter, symbols, canopies, or awnings shall be attached to or painted on, or within the Premises, including the windows, walls and doors without the prior written approval of City. At the expiration or earlier termination of this Agreement, as provided herein, all such signs, advertising matter, symbols, canopies or awnings attached to or painted on the building or Premises shall be removed by Lessee at its own expense.

14. PROTECTION OF PROPERTY. Lessee shall at all times provide means to protect its property, including supplies, fixtures and equipment, and, in such connection, Lessee shall hold the City harmless from any liability or loss due to theft or damage of any kind.

Lessee shall at all times use suitable precautions to prevent damage to City property or the property of third parties. If any such property is damaged by any negligent act or omission of Lessee, or any of Lessee's agents or employees, Lessee shall, at no cost to City, promptly and equitably reimburse the owner of such property for such damage or repair or otherwise make good the same to the owner's satisfaction. If Lessee fails to make necessary repairs to damaged City property, City may do so and charge to or otherwise recover from Lessee the cost thereof.

15. LIABILITY.

(a) Covenant not to sue: Lessee covenants that it will not institute any suit or action at law or otherwise against City, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of service, expenses or compensation for or on account of any damage, loss, or injury to either person or property, or both, resulting from or which may result from any activity undertaken by City pursuant to or connected with this Agreement; Provided, that nothing in this Agreement shall prevent either party hereto from instituting a lawsuit to enforce any provision of this Agreement.

(b) Indemnity: Lessee agrees to indemnify and hold City harmless from any and all loss, actions or damages suffered by any person or persons by reason of or resulting from performance or alleged lack of performance under this Agreement. In the event that any suit or action based upon such loss, claims, actions, or damages is brought against City, Lessee shall, upon notice of the commencement thereof, defend the same at its sole cost and expense; and if final judgment be adverse to City, or City and Lessee jointly, Lessee shall promptly satisfy the same. The liability described in this subsection (b) shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or may be alleged to have been contributed to in part by the negligence of City, its officers, employees or agents; Provided, that nothing contained in this subsection (b) shall be construed as requiring Lessee to indemnify City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of City, its officers, employees or agents.

(c) Insurance: Prior to the commencement of this Agreement, Lessee shall at its own cost and expense obtain and deliver to the Seattle Center Contract and Concession Office for filing with the City Clerk:

(1) Evidence of a policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance in an amount adequate to cover the cost of repair or replacement of all decorations, improvements, and all outside glass in the Presmises in the event of damage or loss; and

(2) Evidence of a general comprehensive policy of liability insurance, which policy must fully protect City from any and all claims and risks in connection with Lessee's activity upon or use or occupation of the Seattle Center, as well as any and all claims and risks in connection with any activity performed by Lessee by virtue of the rights granted pursuant to this Agreement by providing such minimum coverage and minimum limits, including costs of litigation, as may be agreed upon between City and Lessee from time to time.

Said insurance policies must be maintained in full force and effect at Lessee's sole expense throughout the entire term of this Agreement. Each such policy or an endorsement thereto must contain the following provisions:

"The City of Seattle is a named insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy and for all risks and for any and every injury, death (except as to policy identified 15(C)(L) above), damage and loss of any sort sustained by any person, organization or corporation in connection with Lessee's activity upon or use or occupation of the Premises at Seattle Center.

"The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, in care of the Seattle Center Contract and Concessions Office."

Lessee shall supply copies of such insurance policies to the City prior to tenancy.

Failure to comply with the provisions of this section shall subject this Agreement to immediate termination without notice and without recourse by any person, in order to protect the public interest.

(d) Workmen's Compensation: In addition to the above coverage, Lessee shall provide Workmen's Compensation coverage for its employees in accordance with the Washington State laws and Department of Labor and Industries regulations.

16. LICENSES. Lessee, at its own expense, shall obtain all necessary and proper licenses, permits and authorizations required by law and conform to all such licenses, permits and authorizations and the requirements of any duly authorized person acting in connection therewith.

17. TAXES. Lessee shall pay, before delinquency, all taxes, levies, and assessments for which it is responsible including, but not limited to, the leasehold excise tax, if applicable; taxes arising out of the activity or business conducted on the premises; and any taxes levied on its property, improvements, and interest in this Agreement.

18. NON-DISCRIMINATION IN EMPLOYMENT.

(a) Lessee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to age, sex, sexual orientation, race, color, creed, national origin or mental or physical handicap in employment, unless based upon a bona fide occupational qualification.

(b) In the event Lessee employs three (3) or more persons, the following provision shall be deemed a part of this Agreement: During the performance of this Agreement, Lessee agrees as follows:

"Lessee shall not discriminate against any employee or applicant for employment because of age, sex, sexual orientation, race, color, creed, national origin, mental or physical handicap, unless based upon a bona fide occupational qualification. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, sexual orientation, color, creed, national origin, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provsions of this non-discrimination clause. Lessee shall take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to members of its immediate family.

"Lessee will, upon request of the Director of Human Rights furnish to such Director such forms as may be provided therefor, a report of the affirmative action taken by Lessee in implementing the terms of this provision, and will permit access to records of employment, employment advertisements, application forms, other pertinent data and records, by the Director of Human Rights for the purpose of investigation to determine compliance with this provision.

"If upon investigation, the Director of Human Rights determines that there is probable cause to believe that Lessee has failed to comply with any of the terms of this provision, Lessee shall be so notified in writing. The contracting authority shall give Lessee an opportunity to be heard, after ten (10) days notice. If the contracting authority concurs in the findings of the Director of Human Rights, it may suspend or terminate this Agreement."

Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

The foregoing provision shall be inserted in all subleases entered into under this Agreement.

(c) Lessee shall complete and submit to the proper authorities all information requested, as well as comply with all requirements contained in Addendum I, which is attached hereto and by this reference incorporated herein, whenever required to do so by City pursuant to Ordinance 101432.

19. ASSIGNMENT, TRANSFER OR SUBLEASE. Lessee shall not assign or transfer this Agreement or otherwise convey the rights granted hereunder or sublease any part of the Premises without the prior written consent of City. Neither this Agreement, nor any right, privilege, or interest conferred hereby, shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors nor shall this Agreement or any interest, right or privilege therein be transfereable by operation of law or process or proceeding of any court. Consent to one assignment shall not be deemed a waiver of this provision relating to consent. Assignees shall become directly liable to City for all obligations of Lessee under this Agreement without, however, relieving Lessee of such liability.

20. APPLICABLE LAW. This Agreement is to be construed under and Lessee agrees to abide by, all applicable laws, statutes, ordinances, rules and regulations of the City of Seattle, King County, State of Washington, and the United States of America. Lessee also shall abide by the Rules and Regulations of Seattle Center, attached hereto, labeled as Addendum II, which by this reference are made a part hereof, together with any subsequent rules and regulations which may be adopted by City from time to time for the general benefit of users and visitors to the Seattle Center. City, without interference by Lessee, may interpret, amend and enforce all such Rules and Regulations. Any amendment to said Rules and Regulations, when brought to the notice of Lessee, shall be deemed incorporated into Addendum II.

21. OBSTRUCTIONS. Sidewalks, entryway's passages, stairwells, hallways, or ways of access to any building or any other public place in or about the Seattle Center shall not be obstructed or used for any other purpose than ingress and egress.

22. HOLDING OVER; ABANDONMENT OF PROPERTY. If Lessee without the consent of City, holds over after the expiration or earlier termination of this Agreement, as provided herein, the resulting use and occupancy shall be on a daily basis for which Lessee shall pay an additional fixed fee of Fifty Dollars ($50.00) per day for the whole time such possession is withheld, during which period Lessee shall also be bound by all of the other provisions of this Agreement insofar as pertinent. For the purpose of this section, the activity of "holding over" shall include but not be limited to Lessee's failing to remove from the Premises all fixtures, equipment, and other personal property subject to removal hereunder, and its failing to surrender all keys to the Premises and Seattle Center area; Provided, that any personal property of Lessee that remains on the Premises for more than thirty (30) days after the expiration or earlier termination of this Agreement, as provided herein, shall be deemed to have been abandoned. City may, at its option, claim ownership of all such abandoned property or may remove and dispose of this same and bill Lessee for such removal and disposal costs.

23. DAMAGE OR DESTRUCTION OF PREMISES. In the event the Premises, or the building or facility of which the Premises are a part, are destroyed by fire or other casualty not occasioned by an act or omission of Lessee, or damaged so extensively as to render the Premises entirely untenantable, no fees or charges need be paid until the Premises are made tenantable; and in the event City determines not to rebuild said Premises, then this Agreement shall at once terminate; Provided, that in the event City determines to rebuild said Premises, it may do so by restoring the same to a condition substantially equal to or better than the condition of the Premises as of the effective date of this Agreement. During the period of such rebuilding, Lessee's obligation to pay rental fees and charges shall be suspended, but upon the conclusion of such

rebuilding, as determined by City, Lessee shall immediately reoccupy the Premises and again pay the specified rental fees and charges for such area through the expiration or earlier termination of this Agreement as provided herein.

24. TERMINATION BY DEFAULT. City shall provide notice to Lessee whenever Lessee shall fail to perform or shall violate any covenant or condition contained in this Agreement, which notice shall specify the number of days after Lessee's receipt of such notice within which such failure or violation shall be corrected, remedied, or ceased. In the event Lessee shall fail to correct, remedy, or cease such failure or violation within the number of days specified in such notice, City may thereafter terminate this Agreement and revoke any other privileges granted hereunder without any further proceedings and without recourse by Lessee. In the event City terminates this Agreement, neither Lessee nor its creditors, representatives, and/or successors shall have any right, legal or equitable, in or to the Premises or in or to the repossession of the same, or in or to this Agreement. Such termination shall not relieve Lessee from liability to City for such damages as may be suffered by reason of such failure.

25. TERMINATION BY COURT DECREE. In the event that any court having jurisdiction in the matter renders a decision that has become final and that prevents the performance by City of any of its obligations under this Agreement, then either party hereto may terminate this Agreement without recourse therefor by the other party by providing written notice of termination to said other party, specifying the effective date thereof, as of which date all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall terminate. If Lessee is not in default under any of the provisions of this Agreement on the effective date of such termination, any fees and charges prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

26. SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

(a) Upon the expiration or earlier termination of this Agreement, as provided herein, Lessee shall quit and deliver up the Premises and promptly surrender and deliver to City all keys that it may have to any and all parts of the Seattle Center and the Premises.

(b) Prior to the expiration or earlier termination of this Agreement, as provided herein, Lessee shall remove at its sole expense, all movable fixtures, equipment, furnishings, improvements (except sprinkler, lighting and electrical system improvements) and personal property owned or installed by Lessee in or on the Premises, taking due care not to injure or damage the Premises, and shall make such repairs to the Premises as shall be necessary to restore the same to their condition as of the commencement date of this Agreement, ordinary wear and tear and improvements, additions, and alterations specified or approved by City excepted.

(c) Notwithstanding the provisions of subsection (b) of this section, in the event that a part of the Premises or any piece of equipment, fixture, or improvement is shared with or is directly related to or interconnected with any other leased premises (such as, for example, common or party-walls, electrical service, or lighting equipment), such part of the Premises, piece of equipment, fixture or improvement shall not be removed if such removal will injure, damage or otherwise unreasonably effect or interfere with any other leased premises or the physical operation thereof, except that such removal may be completed in the event that Lessee provides to the reasonable satisfaction of the holder(s) of such other leased premises, substitute(s) for the item(s) removed; Provided, that Lessee shall not be required to provide any substitute(s) to any holder(s) of such other leased premises in the event that this Agreement is to expire or is to be terminated within seven (7) days of the expiration or termination date of the agreement(s) entered into by City and such other holder(s) of such other premises.

27. ATTORNEY'S FEES. In the event of failure to pay rent when due or failure to fulfill any of the terms of this Agreement, Lessee shall pay all collection and eviction costs, including reasonable attorney's fees in any action brought by City to enforce the terms of this Agreement.

28. CITY'S REMEDIES CUMULATIVE. City's rights under this Agreement are cumulative; failure on the part of City to exercise promptly any rights given hereunder shall not operate to forfeit any such rights. City shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to the use of another.

29. NO WAIVER. No waiver of default by either party of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained, to be performed, kept and observed by the other party. The acceptance of fees and charges by City for any period after a default by Lessee shall not be deemed a waiver of any right on the part of City to terminate this Agreement.

30. BINDING EFFECT. The provisions, covenents and conditions contained in this Agreement are to apply to and be binding on the parties hereto, their legal heirs, representatives, successors, assigns, and subsidiaries.

31. JOINT AND SEVERAL LIABILITY. If Lessee is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

32. DISCRETIONARY MATTERS. Any matters not expressed or provided for in this Agreement shall be determined and approved by the Seattle Center Director or his designee.

33. RELATIONSHIP. City shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Lessee, or any party associated with Lessee in the conduct of its business or otherwise. This Agreement does not constitute Lessee the agent or legal representative of City for any purpose whatsoever, nor is Lessee granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of City or to bind City in any manner or thing whatsoever.

The term "City", as referred to throughout this Agreement in regard to permission, warrant, consent, approval, rights, interpretation and discretionary matters, etc., shall mean the Seattle Center Director or his designee. The grant of approval, consent, or permission or the taking of any other action by the Seattle Center Director or his designee pursuant to or in connection with this Agreement does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Lessee may rightfully commence, maintain, or terminate any particular undertaking under this Agreement.

34. PREVIOUS AGREEMENTS SUPERSEDED. The terms and conditions of this Agreement supersede the terms, obligations or conditions of any existing or prior agreement between the parties regarding the Premises or any part thereof.

35. ENTIRE AGREEMENT. This Agreement, including the Exhibits and Addenda attached hereto and forming a part hereof, are all of the covenants, promises, agreements, conditions and understandings, either oral or written, between the parties.

36. AMENDMENTS. No modification or amendment of the terms hereof shall be effective unless written and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve unto themselves the right to modify this Agreement from time to time as may be mutually agreed upon.

37. USE OF LANGUAGE. Terms used in the neuter gender include the masculine and feminine; the terms used in the sigular or plural include the other, as the context may require.

38. TITLE OF SECTIONS. The titles of sections contained herein are for convenience only and do not in any way define, limit or construe the contents of any section.

39. INVALIDITY OF PARTICULAR PROVISIONS. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

40. QUIET ENJOYMENT. City warrants and agrees that Lessee discharging all of its obligation hereunder, shall and may peaceably and quietly hold and enjoy the Premises for the aforesaid term.

41. NOTICES. All notices hereunder shall be in writing and delivered or mailed to the following respective addresses:

To City: Contract and Concession Manager
Seattle Center
305 Harrison Street
Seattle, Washington 98109

To Lessee: _____
_____
_____
_____

42. ORDINANCE. This Agreement is executed for and on behalf of The City of Seattle pursuant to the authority of Ordinance 108090 .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by entering the signatures of their authorized representatives in the spaces provided below.

LESSEE:

_____
Business Name

By_____

Title

CITY OF SEATTLE:

By_____
EWEN C. DINGWALL, Director
Seattle Center Department

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(INDIVIDUAL ACKNOWLEDGEMENT)

On this _____ day of _____, 19__, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument(s), and acknowledges the same as the free act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

_____
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(CORPORATE ACKNOWLEDGEMENT)

On this ____ day of _____, 19__, before me personally appeared _____ to me known to be the _____ of corporation that executed the within and foregoing instrument(s), and acknowledged said instrument(s) to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _he was authorized to execute said instrument(s).

GIVEN UNDER MY HAND AND SEAL, the day and year first above written.

_____
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(DIRECTOR'S ACKNOWLEDGEMENT)

On this ____ day of _____, 19__, before me personally appeared EWEN C. DINGWALL, _____, to me known to be the Director of Seattle Center, acting for the City, the municipal corporation that executed the within and foregoing instrument(s), and acknowledged said instrument(s) to be the free and voluntary act and deed of said corporation for uses and purposes therein mentioned and on oath stated that he was authorized by ordinance to execute said instrument(s).

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
Notary Public in and for the State
of Washington, residing at Seattle.

(Rev 3-8-83)

SEATTLE CENTER
OFFICE SPACE RENTAL AGREEMENT
MONTH TO MONTH

This Agreement is by and between the City of Seattle, a municipal corporation existing under the laws of the State of Washington, Lessor, hereinafter referred to as "City", and _____
d/b/a _____
hereinafter referred to as "Lessee".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. LEASE. The City hereby leases to Lessee and Lessee agrees to occupy and lease from City the following described premises situated in the City of Seattle, County of King, State of Washington:

which is more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, together with a non-exclusive right of ingress and egress to be used with others to and from a public area, hereinafter referred to as "Premises".

2. TERM. This Agreement shall be on a month-to-month basis, commencing on the _____ day of _____, 19____, and may be terminated upon thirty (30) days notice from one party to the other.

3. RENT. Lessee agrees to pay as rental for the Premises the sum of _____ _____ and No/100 Dollars ($_____) per month. The rent for each month shall be paid to the City of Seattle Treasurer in advance on or before the 1st day of each and every month of the lease term, and delivered or mailed to the Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington 98109.

~~4. SURETY. Lessee shall pay to City a cash deposit equal to one month's rental as security against abandonment of Premises or damages to the Premises, which cash deposit shall be paid along with the rental for the first month of this Agreement.~~

5. USE OF PREMISES. Lessee shall use the Premises for office space only, and shall not use them for any other purpose whatsoever without the written consent of City. Lessee shall use the entire Premises for the conduct of its business in a first-class manner, continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may be necessary for repairs or redecorating or for reasons beyond either party's reasonable control.

6. UTILITIES. City shall furnish to Lessee: heat, electricity and water service, but the City shall not provide any maintenance, repair or servicing of any stoves, refrigerators, printing, reproduction, or other office equipment, on said Premises, and any such maintenance, repair or servicing shall be the sole responsibility of Lessee. Lessee shall pay, or cause to be paid, within ten (10) days of billing, all utility charges that are not a part of the rental payment.

City reserves the power to stop the service of steam, water and electrical systems in addition to elevator service, where existent, at such times as may be necessary, by reason of accident, repairs, alterations, or improvements, desirable or necessary to be made, until such time as such repairs, alterations or improvements shall have been completed. The City shall not be liable for any failure to supply water or electrical current, or for loss of property, or for injury or damage to person or property, resulting from steam, gas, electricity, water, rain or snow that may leak or flow from or into any part of the building, or from the pipes, appliances or plumbing of it, or from any other place. Such stoppage shall not constitute a constructive eviction and Lessee shall make no claims therefor. Lessee further covenants not to bring suit or make any claim for damages allegedly arising from such stoppage.

7. SERVICES. In areas other than the Premises, City shall maintain the following services: Elevator, where existent, public restroom maintenance, lighting and landscape maintenance, and removal of waste material from City's designated locations.

As a part of its services hereunder, City will provide general grounds security, City does not make any warranties, guarantees or representations, nor assume any responsibilities or obligations whatsoever in connection with such services, but the same are provided as a convenience for Lessee. City will have no liabilities that it would not have if security were not provided.

8. ACCEPTANCE OF PREMISES. Lessee has inspected and examined the physical condition of the Premises and accepts the Premises in their present condition, and covenants that no representations, statements or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the Premises or the use or occupancy that may be made thereof. Any expense incurred in mutually agreed upon alterations, improvements or repairs or new construction necessary for Lessee's use and occupancy shall be borne by Lessee.

9. POSSESSION. If the City shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Agreement, City shall not be liable for any damage caused thereby to Lessee, nor shall this Agreement thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event, Lessee shall not be liable for any rent until such time as City can deliver possession; Provided, that if Lessee shall, in the interim take possession of any portion of Premises, it shall pay as rental the full rental specified herein reduced pro rata for the portion of the Premises not available for possession; And provided further, that if City shall be unable to deliver possession of said Premises, Lessee shall have the option to terminate this Agreement by providing to the City written notice thereof at least thirty (30) days prior to the effective date of termination, unless the City shall deliver possession of the Premises prior to the effective date of termination specified in such notice. If Lessee shall, with the City's consent, take possession of all or any part of the Premises prior to the commencement of the term of this Agreement, all of the terms and conditions of this Agreement shall immediately become applicable, with the exception that Lessee shall be obligated to pay a pro-rated rental for the period prior to the commencement of the term of this Agreement or such sum as may otherwise be mutually agreed upon.

10. CONSTRUCTION, ALTERATIONS, IMPROVEMENTS, AND ADDITIONS. Lessee shall not make any alteration in, or addition or improvement to, the Premises without the prior written consent of City. Any change or alteration made shall be at the expense of Lessee. All alterations to or improvements upon the Premises, or the building of which the Premises form a part, made by either party (except furniture put in at the expense of Lessee, and movable without defacing or injuring the building or Premises) shall become the property of the City and shall remain upon and be surrendered with the Premises as a part thereof at the end of the term, without disturbance, molestation or injury thereof, except as provided herein.

Lessee's building plans must set forth improvements and equipment of the highest quality and, in all respects, of sound and safe structure, and in accordance with the policies, motifs, designs and overall planning for the Seattle Center and the particular area in which such structure and equipmentshall be installed. City shall have the right to approve and/or disapprove Lessee's plans or portions thereof and Lessee shall not commence construction and/or installation of equipment or improvements until City has approved said plans in writing. Any expenditures in connection with said construction and equipment installation prior to the aforementioned approval of City, will be at the risk and expense of Lessee. Lessee shall remove any such improvements at its own expense at the end of lease term, if so requested by City.

11. ACCESS TO PREMISES, MAINTENANCE AND REPAIR. City, its agents, employees, or representatives, may enter the Premises at reasonable hours or in event of an emergency, at any time, to examine the same and to make such repairs and alterations as may be necessary for the preservation or protection of City property.

The use of the outside area of the walls and the roof of the building in which the Premises are located is reserved to the City, and City shall have the right to utilize the same for any purpose, including the maintenance of signs. Any structural and/or exterior repairs shall be made by City, and all interior repairs shall be made by Lessee, except, that all repairs to Premises, whether exterior or interior, made necessary by reason of acts or negligence of Lessee, its agents, employees or visitors, shall be made by Lessee.

The right of examination reserved to City hereunder shall impose no obligation on City to make inspections or to ascertain the condition of the Premises, and shall impose no liability upon City for failure to make such inspections. Lessee hereby waives any claim for damages, provided, that City, in the exercise of its rights under this section, shall provide adequate access to the Premises and shall not unreasonably interfere with the conduct of Lessee's business.

12. CONTROL OF BUILDING AND GROUNDS. All common and other facilities provided by City in or about the Seattle Center, including parking areas, shall be subject to the exclusive control and management by City. City may, therefore:

(a) Increase, reduce or change in any manner whatsoever, the number, dimensions, and locations of Seattle Center walks, buildings, and parking areas and may make improvements, alterations, or additions to the buildings of which the Premises are a part and to other buildings and add buildings adjoining the same or elsewhere in the Seattle Center;

(b) Regulate all traffic with the Seattle Center, including the operation and parking of vehicles of Lessee, its invitees, officers, employees and patrons; and;

(c) Impose a reasonable charge for admission to the Seattle Center facilities therein;

all without affecting the obligation of the parties hereunder.

City shall not be liable for interference with light, air, or view, or for interference caused by operations by or for the City, County or State, in the maintenance or construction of any public work.

13. SIGNS. No signs or other advertising matter, symbols, canopies, or awnings shall be attached to or painted on, or within the Premises, including the windows, walls and doors without the prior written approval of City. At the expiration or earlier termination of this Agreement, as provided herein, all such signs, advertising matter, symbols, canopies or awnings attached to or painted on the building or Premises shall be removed by Lessee at its own expense.

14. PROTECTION OF PROPERTY. Lessee shall at all times provide means to protect its property, including supplies, fixtures and equipment, and, in such connection, Lessee shall hold the City harmless from any liability or loss due to theft or damage of any kind.

Lessee shall at all times use suitable precautions to prevent damage to City property or the property of third parties. If any such property is damaged by any negligent act or omission of Lessee, or any of Lessee's agents or employees, Lessee shall,at no cost to City, promptly and equitably reimburse the owner of such property for such damage or repair or otherwise make good the same to the owner's satisfaction. If Lessee fails to make necessary repairs to damaged City property, City may do so and charge to or otherwise recover from Lessee the cost thereof.

15. LIABILITY.

(a) Covenant not to sue: Lessee covenants that it will not institute any suit or action at law or otherwise against City, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of service, expenses or compensation for or on account of any damage, loss, or injury to either person or property, or both, resulting from or which may result from any activity undertaken by City pursuant to or connected with this Agreement; Provided, that nothing in this Agreement shall prevent either party hereto from instituting a lawsuit to enforce any provision of this Agreement.

(b) Indemnity: Lessee agrees to indemnify and hold City harmless from any and all loss, actions or damages suffered by any person or persons by reason of or resulting from performance or alleged lack of performance under this Agreement. In the event that any suit or action based upon such loss, claims, actions, or damages is brought against City, Lessee shall, upon notice of the commencement thereof, defend the same at its sole cost and expense; and if final judgment be adverse to City, or City and Lessee jointly, Lessee shall promptly satisfy the same. The liability described in this subsection (b) shall not be diminished by the fact, if it be a fact, that any such death, injury, damage, loss, cost or expense may have been contributed to, or may be alleged to have been contributed to in part by the negligence of City, its officers, employees or agents; Provided, that nothing contained in this subsection (b) shall be construed as requiring Lessee to indemnify City against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of City, its officers, employees or agents.

(c) Insurance: Prior to the commencement of this Agreement, Lessee shall at its own cost and expense obtain and deliver to the Seattle Center Contract and Concession Office for filing with the City Clerk:

(1) Evidence of a policy for fire and extended coverage, vandalism, malicious mischief, and special extended coverage insurance in an amount adequate to cover the cost of repair or replacement of all decorations, improvements, and all outside glass in the Presmises in the event of damage or loss; and

(2) Evidence of a general comprehensive policy of liability insurance, which policy must fully protect City from any and all claims and risks in connection with Lessee's activity upon or use or occupation of the Seattle Center, as well as any and all claims and risks in connection with any activity performed by Lessee by virtue of the rights granted pursuant to this Agreement by providing such minimum coverage and minimum limits, including costs of litigation, as may be agreed upon between City and Lessee from time to time.

Said insurance policies must be maintained in full force and effect at Lessee's sole expense throughout the entire term of this Agreement. Each such policy or an endorsement thereto must contain the following provisions:

"The City of Seattle is a named insured for all coverages provided by this policy of insurance and shall be fully and completely protected by this policy and for all risks and for any and every injury, death (except as to policy identified 15(C)(L) above), damage and loss of any sort sustained by any person, organization or corporation in connection with Lessee's activity upon or use or occupation of the Premises at Seattle Center.

"The coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, in care of the Seattle Center Contract and Concessions Office."

Lessee shall supply copies of such insurance policies to the City prior to tenancy.

Failure to comply with the provisions of this section shall subject this Agreement to immediate termination without notice and without recourse by any person, in order to protect the public interest.

(d) Workmen's Compensation: In addition to the above coverage, Lessee shall provide Workmen's Compensation coverage for its employees in accordance with the Washington State laws and Department of Labor and Industries regulations.

16. LICENSES. Lessee, at its own expense, shall obtain all necessary and proper licenses, permits and authorizations required by law and conform to all such licenses, permits and authorizations and the requirements of any duly authorized person acting in connection therewith.

17. TAXES. Lessee shall pay, before delinquency, all taxes, levies, and assessments for which it is responsible including, but not limited to, the leasehold excise tax, if applicable; taxes arising out of the activity or business conducted on the premises; and any taxes levied on its property, improvements, and interest in this Agreement.

18. NON-DISCRIMINATION IN EMPLOYMENT.

(a) Lessee agrees to comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to age, sex, sexual orientation, race, color, creed, national origin or mental or physical handicap in employment, unless based upon a bona fide occupational qualification.

(b) In the event Lessee employs three (3) or more persons, the following provision shall be deemed a part of this Agreement: During the performance of this Agreement, Lessee agrees as follows:

"Lessee shall not discriminate against any employee or applicant for employment because of age, sex, sexual orientation, race, color, creed, national origin, mental or physical handicap, unless based upon a bona fide occupational qualification. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, sexual orientation, color, creed, national origin, mental or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provsions of this non-discrimination clause. Lessee shall take affirmative action to ensure that all of its employees, agents and subcontractors adhere to this provision; Provided, nothing herein shall prevent an employer from giving preference in employment to members of its immediate family.

"Lessee will, upon request of the Director of Human Rights furnish to such Director such forms as may be provided therefor, a report of the affirmative action taken by Lessee in implementing the terms of this provision, and will permit access to records of employment, employment advertisements, application forms, other pertinent data and records, by the Director of Human Rights for the purpose of investigation to determine compliance with this provision.

"If upon investigation, the Director of Human Rights determines that there is probable cause to believe that Lessee has failed to comply with any of the terms of this provision, Lessee shall be so notified in writing. The contracting authority shall give Lessee an opportunity to be heard, after ten (10) days notice. If the contracting authority concurs in the findings of the Director of Human Rights, it may suspend or terminate this Agreement."

Failure to comply with any of the terms of this provision shall be a material breach of this Agreement.

The foregoing provision shall be inserted in all subleases entered into under this Agreement.

(c) Lessee shall complete and submit to the proper authorities all information requested, as well as comply with all requirements contained in Addendum I, which is attached hereto and by this reference incorporated herein, whenever required to do so by City pursuant to Ordinance 101432.

19. ASSIGNMENT, TRANSFER OR SUBLEASE. Lessee shall not assign or transfer this Agreement or otherwise convey the rights granted hereunder or sublease any part of the Premises without the prior written consent of City. Neither this Agreement, nor any right, privilege, or interest conferred hereby, shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors nor shall this Agreement or any interest, right or privilege therein be transfereable by operation of law or process or proceeding of any court. Consent to one assignment shall not be deemed a waiver of this provision relating to consent. Assignees shall become directly liable to City for all obligations of Lessee under this Agreement without, however, relieving Lessee of such liability.

20. APPLICABLE LAW. This Agreement is to be construed under and Lessee agrees to abide by, all applicable laws, statutes, ordinances, rules and regulations of the City of Seattle, King County, State of Washington, and the United States of America. Lessee also shall abide by the Rules and Regulations of Seattle Center, attached hereto, labeled as Addendum II, which by this reference are made a part hereof, together with any subsequent rules and regulations which may be adopted by City from time to time for the general benefit of users and visitors to the Seattle Center. City, without interference by Lessee, may interpret, amend and enforce all such Rules and Regulations. Any amendment to said Rules and Regulations, when brought to the notice of Lessee, shall be deemed incorporated into Addendum II.

21. OBSTRUCTIONS. Sidewalks, entryway's passages, stairwells, hallways, or ways of access to any building or any other public place in or about the Seattle Center shall not be obstructed or used for any other purpose than ingress and egress.

22. HOLDING OVER; ABANDONMENT OF PROPERTY. If Lessee without the consent of City, holds over after the expiration or earlier termination of this Agreement, as provided herein, the resulting use and occupancy shall be on a daily basis for which Lessee shall pay an additional fixed fee of Fifty Dollars ($50.00) per day for the whole time such possession is withheld, during which period Lessee shall also be bound by all of the other provisions of this Agreement insofar as pertinent. For the purpose of this section, the activity of "holding over" shall include but not be limited to Lessee's failing to remove from the Premises all fixtures, equipment, and other personal property subject to removal hereunder, and its failing to surrender all keys to the Premises and Seattle Center area; Provided, that any personal property of Lessee that remains on the Premises for more than thirty (30) days after the expiration or earlier termination of this Agreement, as provided herein, shall be deemed to have been abandoned. City may, at its option, claim ownership of all such abandoned property or may remove and dispose of this same and bill Lessee for such removal and disposal costs.

23. DAMAGE OR DESTRUCTION OF PREMISES. In the event the Premises, or the building or facility of which the Premises are a part, are destroyed by fire or other casualty not occasioned by an act or omission of Lessee, or damaged so extensively as to render the Premises entirely untenantable, no fees or charges need be paid until the Premises are made tenantable; and in the event City determines not to rebuild said Premises, then this Agreement shall at once terminate; Provided, that in the event City determines to rebuild said Premises, it may do so by restoring the same to a condition substantially equal to or better than the condition of the Premises as of the effective date of this Agreement. During the period of such rebuilding, Lessee's obligation to pay rental fees and charges shall be suspended, but upon the conclusion of such

rebuilding, as determined by City, Lessee shall immediately reoccupy the Premises and again pay the specified rental fees and charges for such area through the expiration or earlier termination of this Agreement as provided herein.

24. TERMINATION BY DEFAULT. City shall provide notice to Lessee whenever Lessee shall fail to perform or shall violate any covenant or condition contained in this Agreement, which notice shall specify the number of days after Lessee's receipt of such notice within which such failure or violation shall be corrected, remedied, or ceased. In the event Lessee shall fail to correct, remedy, or cease such failure or violation within the number of days specified in such notice, City may thereafter terminate this Agreement and revoke any other privileges granted hereunder without any further proceedings and without recourse by Lessee. In the event City terminates this Agreement, neither Lessee nor its creditors, representatives, and/or successors shall have any right, legal or equitable, in or to the Premises or in or to the repossession of the same, or in or to this Agreement. Such termination shall not relieve Lessee from liability to City for such damages as may be suffered by reason of such failure.

25. TERMINATION BY COURT DECREE. In the event that any court having jurisdiction in the matter renders a decision that has become final and that prevents the performance by City of any of its obligations under this Agreement, then either party hereto may terminate this Agreement without recourse therefor by the other party by providing written notice of termination to said other party, specifying the effective date thereof, as of which date all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall terminate. If Lessee is not in default under any of the provisions of this Agreement on the effective date of such termination, any fees and charges prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

26. SURRENDER OF PREMISES AND REMOVAL OF PROPERTY.

(a) Upon the expiration or earlier termination of this Agreement, as provided herein, Lessee shall quit and deliver up the Premises and promptly surrender and deliver to City all keys that it may have to any and all parts of the Seattle Center and the Premises.

(b) Prior to the expiration or earlier termination of this Agreement, as provided herein, Lessee shall remove at its sole expense, all movable fixtures, equipment, furnishings, improvements (except sprinkler, lighting and electrical system improvements) and personal property owned or installed by Lessee in or on the Premises, taking due care not to injure or damage the Premises, and shall make such repairs to the Premises as shall be necessary to restore the same to their condition as of the commencement date of this Agreement, ordinary wear and tear and improvements, additions, and alterations specified or approved by City excepted.

(c) Notwithstanding the provisions of subsection (b) of this section, in the event that a part of the Premises or any piece of equipment, fixture, or improvement is shared with or is directly related to or interconnected with any other leased premises (such as, for example, common or party-walls, electrical service, or lighting equipment), such part of the Premises, piece of equipment, fixture or improvement shall not be removed if such removal will injure, damage or otherwise unreasonably effect or interfere with any other leased premises or the physical operation thereof, except that such removal may be completed in the event that Lessee provides to the reasonable satisfaction of the holder(s) of such other leased premises, substitute(s) for the item(s) removed; Provided, that Lessee shall not be required to provide any substitute(s) to any holder(s) of such other leased premises in the event that this Agreement is to expire or is to be terminated within seven (7) days of the expiration or termination date of the agreement(s) entered into by City and such other holder(s) of such other premises.

27. ATTORNEY'S FEES. In the event of failure to pay rent when due or failure to fulfill any of the terms of this Agreement, Lessee shall pay all collection and eviction costs, including reasonable attorney's fees in any action brought by City to enforce the terms of this Agreement.

28. CITY'S REMEDIES CUMULATIVE. City's rights under this Agreement are cumulative; failure on the part of City to exercise promptly any rights given hereunder shall not operate to forfeit any such rights. City shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to the use of another.

29. NO WAIVER. No waiver of default by either party of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained, to be performed, kept and observed by the other party. The acceptance of fees and charges by City for any period after a default by Lessee shall not be deemed a waiver of any right on the part of City to terminate this Agreement.

30. BINDING EFFECT. The provisions, covenents and conditions contained in this Agreement are to apply to and be binding on the parties hereto, their legal heirs, representatives, successors, assigns, and subsidiaries.

31. JOINT AND SEVERAL LIABILITY. If Lessee is comprised of more than one legal entity, each such entity shall be jointly and severally liable under this Agreement.

32. DISCRETIONARY MATTERS. Any matters not expressed or provided for in this Agreement shall be determined and approved by the Seattle Center Director or his designee.

33. RELATIONSHIP. City shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Lessee, or any party associated with Lessee in the conduct of its business or otherwise. This Agreement does not constitute Lessee the agent or legal representative of City for any purpose whatsoever, nor is Lessee granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of City or to bind City in any manner or thing whatsoever.

The term "City", as referred to throughout this Agreement in regard to permission, warrant, consent, approval, rights, interpretation and discretionary matters, etc., shall mean the Seattle Center Director or his designee. The grant of approval, consent, or permission or the taking of any other action by the Seattle Center Director or his designee pursuant to or in connection with this Agreement does not constitute the taking of any official action, including the granting of approval, by any other City department or official where such action is required by law, ordinance, resolution or rule or regulation, before Lessee may rightfully commence, maintain, or terminate any particular undertaking under this Agreement.

34. PREVIOUS AGREEMENTS SUPERSEDED. The terms and conditions of this Agreement supersede the terms, obligations or conditions of any existing or prior agreement between the parties regarding the Premises or any part thereof.

35. ENTIRE AGREEMENT. This Agreement, including the Exhibits and Addenda attached hereto and forming a part hereof, are all of the covenants, promises, agreements, conditions and understandings, either oral or written, between the parties.

36. AMENDMENTS. No modification or amendment of the terms hereof shall be effective unless written and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve unto themselves the right to modify this Agreement from time to time as may be mutually agreed upon.

37. USE OF LANGUAGE. Terms used in the neuter gender include the masculine and feminine; the terms used in the sigular or plural include the other, as the context may require.

38. TITLE OF SECTIONS. The titles of sections contained herein are for convenience only and do not in any way define, limit or construe the contents of any section.

39. INVALIDITY OF PARTICULAR PROVISIONS. Should any term, provision, condition or other portion of this Agreement or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

40. QUIET ENJOYMENT. City warrants and agrees that Lessee discharging all of its obligation hereunder, shall and may peaceably and quietly hold and enjoy the Premises for the aforesaid term.

41. NOTICES. All notices hereunder shall be in writing and delivered or mailed to the following respective addresses:

To City: Contract and Concession Manager
Seattle Center
305 Harrison Street
Seattle, Washington 98109

To Lessee: _____
_____
_____
_____

42. ORDINANCE. This Agreement is executed for and on behalf of The City of Seattle pursuant to the authority of Ordinance 108090.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by entering the signatures of their authorized representatives in the spaces provided below.

LESSEE:

_____
Business Name

By_____

_____
Title

CITY OF SEATTLE:

By_____
EWEN C. DINGWALL, Director
Seattle Center Department

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(INDIVIDUAL ACKNOWLEDGEMENT)

On this _____ day of _____, 19__, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument(s), and acknowledges the same as the free act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

_____
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(CORPORATE ACKNOWLEDGEMENT)

On this ____ day of _____, 19__, before me personally appeared _____ to me known to be the _____ of corporation that executed the within and foregoing instrument(s), and acknowledged said instrument(s) to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument(s).

GIVEN UNDER MY HAND AND SEAL, the day and year first above written.

_____
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(DIRECTOR'S ACKNOWLEDGEMENT)

On this ____ day of _____, 19__, before me personally appeared EWEN C. DINGWALL, _____, to me known to be the Director of Seattle Center, acting for the City, the municipal corporation that executed the within and foregoing instrument(s), and acknowledged said instrument(s) to be the free and voluntary act and deed of said corporation for uses and purposes therein mentioned and on oath stated that he was authorized by ordinance to execute said instrument(s).

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

_____
Notary Public in and for the State
of Washington, residing at Seattle.

SEATTLE CENTER

Charles Royer, Mayor
Ewen C. Dingwall, Director

RECEIVED
FEB 20 1986
CONTRACTS AND CONCESSIONS
SEATTLE CENTER

February 18, 1986

The Honorable Sam Smith
President
Seattle City Council
1106 Municipal Building
Seattle, WA 98104

VIA: Mayor Charles Royer

ATTENTION: Gary Zarker, Director
Office of Management and Budget

Dear Councilmember Smith:

Seattle Center recommends adoption of the attached Ordinance which clarifies the authority of the Seattle Center Director to enter into office space lease agreements and to execute amendments, novations and assignments related to such agreements.

Under existing Ordinances, the Seattle Center Director has had the clear authority to enter into such agreements for the Blue Spruce Apartment Building and 225 Mercer Street. Leases for office space on the fourth floor of the Center House have not been submitted to the City Council for approval, although they were not clearly covered in previous Ordinances.

This proposed Ordinance would allow the Seattle Center Director to execute office space agreements and associated amendments, novations and assignments for the Blue Spruce Apartment Building, 225 Mercer Street and Center House offices under the following parameters:

- Office space agreements would be on the standard form attached to the Ordinance,
- Office space agreements could not extend past December 31, 1991,
- Rental rates would be $3.00/sq. ft. except for the basement of the Blue Spruce which would rent for $1.50/sq. ft. The Center would be authorized to accept in-kind contributions for part or all of the rent from private non-profit organizations,
- One or more parking spaces could be provided with the rent, subject to the discretion of the Seattle Center Director.

All of the policies are consistent with current practice and represent no change in current Council review. This Ordinance will formalize existing procedures and practices. Rental from these properties currently generates $200,000 in revenue on an annual basis. Revenue under this proposal is expected to remain at that level.

If you have any questions or concerns about this proposed Ordinance, please contact Kathy Scanlan or Linda Boblet of my staff.

Sincerely,

Ewen C. Dingwall

ECD:lbk

Enclosures

G.B. #8152

City of Seattle

Rec'd 3-6-86 B.B.

Executive Department-Office of Management and Budget
Gary Zarker, Director
Charles Royer, Mayor

March 4, 1986

The Honorable Douglas Jewett
City Attorney
City of Seattle

Davidson

Okay DJ

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING DEPARTMENT: Seattle Center

SUBJECT: An ordinance relating to the Seattle Center Department; adding new Sections to the Seattle Municipal Code to authorize the Director of Seattle Center to execute new office space rental agreement for certain spaces at Seattle Center, amendments to such agreements, and agreements authorizing the transfer to third parties of leasehold interest of Seattle Center tenants; repealing Ordinance 96298 as last amended by Ordinance 102528, together with Seattle Municipal Code SS17.16.050, and repealing Ordinance 108090 together with Seattle Municipal Code SS17.16.030.

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

(X) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.

( ) Do not file with City Council, but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

by [signature] for

JIM RITCH
Acting Budget Director

JR/al/db

Enclosure

cc: Director, Seattle Center

City of Seattle

ORDINANCE 112790

AN ORDINANCE relating to the Seattle Center Department; adding new sections to the Seattle Municipal Code to authorize the Director of Seattle Center to execute new office space rental agreements for certain space at Seattle Center, amendments to such agreements, and agreements authorizing the transfer to third parties of leasehold interests of Seattle Center tenants; repealing Ordinance 96298 as last amended by Ordinance 102528, together with Seattle Municipal Code §17.16.050, and repealing Ordinance 108090 together with Seattle Municipal Code §17.16.030.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. There is added to Seattle Municipal Code a new section, Section 17.16.030, as follows:

17.16.030 Seattle Center Office Space Rental Agreements. The Seattle Center Director is hereby authorized to negotiate and to execute, for and on the behalf of The City of Seattle, office space rental agreements and to modify existing office space rental agreements for the use and occupancy of space in the Center House, Blue Spruce Building and the building at 225 Mercer Street and to execute all other necessary documents in connection therewith;

Provided, that:

A. Said new office space rental agreements shall be in the standard form of agreement attached hereto and identified as "SEATTLE CENTER OFFICE SPACE RENTAL AGREEMENT" except when use of a non-standard form has been approved by the City Attorney.

B. No Seattle Center office space rental agreement, executed after date of this ordinance and no existing Seattle Center office space rental agreement subject to extension at the City's option shall extend or be extended past December 31, 1991.

C. The basic rent for Seattle Center office space shall not be less than:

$ 3.00 per square foot/year for not-for-profit organizations, and

$ 3.00 per square foot/year for all other entities, and

$ 1.50 per square foot/year for Blue Spruce Building space considered basement spaces with rear entrances.

The Seattle Center is authorized to accept in-kind contributions of services for the City's benefit in order to offset all or a portion of any cash rent due from not-for-profit organizations or any other entities as the Director deems reasonable; any such services to be accepted shall be specifically identified in the office space rental agreement along with a statement as to the amount of cash rent offset for such services.

D. One or more parking spaces in Seattle Center parking facilities may, but need not, be provided to Seattle Center office space tenants in conjunction with such office space rental for no added consideration under new rental agreements, and under amendments of existing office space rental agreements, for such added cash rent or in-kind services for the City's benefit as the Director deems reasonable, taking into consideration the parking rates established pursuant to Ordinance 112592, as now or hereafter amended.

Section 2. There is added to the Seattle Municipal Code a new section, Section 17.16.033, as follows:

17.16.033 Assignments and Novations of Seattle Center Office Space Rental Agreements. The Seattle Center Director is authorized to approve assignments and to enter into novation or similar agreements to effect the transfer of the tenant's interest in Seattle Center office space to third parties that satisfy the financial capability and operating standards that would be applied by Seattle Center in evaluating other potential new office space tenants. Such novation or other agreements shall be subject to the provisions of Seattle Municipal Code §17.16.030 B & C, hereof.

Section 3. There is added to the Seattle Municipal Code a new section, Section 17.16.036, as follows:

17.16.036 Amendments of Seattle Center Office Space Rental Agreements. The Seattle Center Director is authorized to amend Seattle Center office space rental agreements to exchange and transfer to City ownership the value of depreciated leasehold improvements for up to an equivalent amount of money to the City by the affected tenant, and for such other purposes as may be consistent with law.

Section 4. Ordinance 108090, entitled:

"AN ORDINANCE relating to the Seattle Center; authorizing the execution of a standard form for office space rental agreements to be used throughout the Seattle Center."

and Seattle Municipal Code §17.16.030 are each hereby repealed.

Section 5. Ordinance 96298 entitled:

"AN ORDINANCE fixing a schedule of rentals for office space in the Blue Spruce Building and 225 Mercer at the Seattle Center and authorizing the Seattle Center Director to contract in connection therewith.",

as last amended by Ordinance 102528 and Seattle Municipal Code §17.16.050 are each hereby repealed.

Section 6. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 7th day of April, 1986, and signed by me in open session in authentication of its passage this 7th day of April, 1986.

SAM SMITH,
President of the City Council.

Approved by me this 15th day of May, April, 1986.

CHARLES ROYER,
Mayor.

Filed by me this 15th day of April, 1986.

Attest: NORWARD J. BROOKS,
City Comptroller and City Clerk.

(Seal) By THERESA DUNBAR,
Deputy Clerk.

Publication ordered by NORWARD J. BROOKS, Comptroller and City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, May 21, 1986 (C-244-X)

C-244-X

Affidavit of Publication

STATE OF WASHINGTON
KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter refered to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

Ordinance No. 112790

was published on May 21, 1986

B. Blair

Subscribed and sworn to before me on
May 21, 1986

Notary Public for the State of Washington,
residing in Seattle.