

EX
10/14/91

ORDINANCE No. 115858

Law Department

COUNCIL BILL No. 108778

The City

AN ORDINANCE relating to the Bumbershoot Festival Commission, amending Seattle Municipal Code Section 17.40.030 to extend the term of Commission members and subsection E of Section 17.40.060 to authorize a three year contract with the festival producer.

Honorable President:

Your Committee on PARKS AND PUBLIC GROUNDS

to which was referred the within Council report that we have considered the

PASSED AS AMENDED

Full Council

COMPTROLLER FILE No. _____

Introduced: <u>SEP 14 1991</u>	By: <u>CHOW</u>
Referred: <u>SEP 16 1991</u>	To: <u>Parks and Public Grounds</u>
Referred:	To:
Referred:	To:
Reported: <u>SEP 23 1991</u>	Second Reading: <u>SEP 23 1991</u>
Third Reading: <u>SEP 23 1991</u>	Signed: <u>SEP 23 1991</u>
Presented to Mayor: <u>SEP 24 1991</u>	Approved: <u>SEP 20 1991</u>
Returned to City Clerk: <u>SEP 20 1991</u>	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

OK

Department

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

City President:

Committee on FARMS AND PUBLIC UTILITIES COMMITTEE

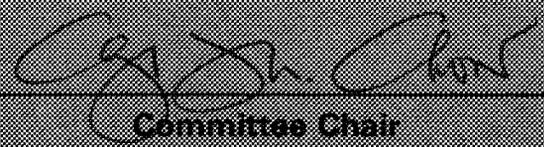
was referred the within Council Bill No. 108778

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

BE PASSED AS AMENDED 2-0

9/19/91

Full Council vote 9-0



Committee Chair

ORDINANCE 115858

AN ORDINANCE relating to the Bumbershoot Festival Commission, amending Seattle Municipal Code Section 17.40.030 to extend the term of Commission members and subsection E of Section 17.40.060 to authorize a three year contract with the festival producer.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Municipal Code Section 17.40.030 (Ordinance 112577, Section 3) is amended as follows:

Terms of Office. The term of a member of the Commission shall be three (3) (~~two-(2)~~) years and until his or her successor has been appointed and qualified. A vacancy shall be filled for the unexpired term.

The terms shall be staggered so that five positions expire December 31, 1991; five positions (including position 14) expire December 31, 1992, and five positions (including position 15) expire December 31, 1993. The Mayor shall assign expiration dates to the several numbered positions in such a manner that all incumbent members may complete their existing terms.

A commission member shall not be appointed to more than two successive three year terms.

Section 2. Subsections B and E of Seattle Municipal Code Section 17.40.060 (Ordinance 112577 § 6) is amended as follows:

B. To review annually the financial needs and revenue projects of Bumbershoot and submit a proposed budget of revenues and expenses therefor, including the contract budget of the festival producer; to authorize expenditures in accordance with the annual budget adopted by the City; and to accept on behalf of the City all Bumbershoot-related revenues;

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E. To select (~~(,at-least-biennially,)~~) subject to the approval of the City Council, a festival producer through an open competitive process(~~(+)~~). A contract with a festival producer may be for three years, with an option in the Commission to make two successive one-year extensions.

Handwritten signature
UBR

Section ³..... 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 23rd day of September, 1991,
and signed by me in open session in authentication of its passage this 23rd day of
September, 1991.
[Signature]
President of the City Council.

Approved by me this 30th day of September, 1991.
[Signature]
Mayor.

Filed by me this 30th day of September, 1991.

[Signature]
Attest: City Comptroller and City Clerk.

(SEAL)

Published.....

By [Signature]
Deputy Clerk.



MEMO

To: Margaret Carter, City Clerk/Comptroller's Office
From: Pat Morosic
Subject: SEATTLE CENTER COMPTROLLER FILE
Date: August 26, 1992

Attached please find a copy of the Bumbershoot contract.

ORDINANCE NUMBER: 115858

NAME: Bumbershoot

NAME OF CONTRACT: Memorandum of Agreement Between Seattle Center Department and Bumbershoot Festival Commission

EFFECTIVE DATES: January 1, 1992 through December 31, 1995

NAME/ADDRESS OF CONTRACTING PARTY: Bumbershoot Festival Commission
105 S. Main St. Suite 239
Seattle, WA 98104

Attachment

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DIVISION
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SEATTLE, WA

BUMBERSHOOT FESTIVAL COMMISSION

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**MEMORANDUM OF AGREEMENT
BETWEEN
SEATTLE CENTER DEPARTMENT
AND
BUMBERSHOOT FESTIVAL COMMISSION**

THIS AGREEMENT is entered into by and between SEATTLE CENTER (hereinafter referred to as "Seattle Center") acting by and through its Director and the BUMBERSHOOT FESTIVAL COMMISSION (hereinafter referred to as "BFC"), acting by and through its Chair.

In entering into this Agreement, both parties, each being a department of the City of Seattle, acknowledge their own and the following, respective roles and objectives as they relate to this agreement:

Seattle Center - To administer the Seattle Center grounds in a safe and equitable manner and to facilitate the production of the Bumbershoot Festival on those grounds.

BFC - To plan, conduct the programming for and produce an annual arts festival at Seattle Center for the citizens of Seattle composed of musical, artistic, culinary, literary and children's programming, and known as the "Bumbershoot Festival".

I. TERM

The term of this Agreement shall commence on the 1st day of January 1992, and shall expire on the 31st day of December 1995, unless terminated earlier pursuant to the provisions hereof. Each of the calendar years included in the Term shall constitute a separate "Festival year".

It is the expectation of the parties that this Agreement will be renewed on its expiration. Not later than October 1, 1994, each party agrees to provide the other with a written listing of amendments, additions, or other modifications to this Agreement which are proposed for inclusion in a new agreement between the parties.

II. PREMISES

A. Description of Premises Licensed:

The Seattle Center grants a license to the BFC to use and occupy, and the BFC agrees to produce a Festival on the following portions of the grounds, subject to such additions, deletions and modifications due to new areas and facilities being developed on the Seattle Center grounds, areas or facilities being temporarily or partially closed due to repairs or modifications, or as otherwise

mutually agreed to by the parties and confirmed in a mutually acceptable Facility and Site Use Plan, as provided for in Section IV.B.1:

- a. Arena
- b. Exhibition Hall
- c. Opera House Consistent with Performing Arts contracts between the City and the Seattle Symphony, Seattle Opera and the Pacific Northwest Ballet
- d. Coliseum
- e. Bagley Wright Theatre excluding Poncho Forum Consistent with Seattle Repertory Theatre contract with the City.
- f. Northwest Rooms
- g. Mercer Forum
- h. Conference Center
- i. Seattle Center House Theatre
- j. Stage and Public Programming space on all three floors of Center House
- k. Pacific Arts Center Consistent with the Principal User's contract with the City.
- l. Proposed Seattle Children's Theatre on the grounds of Seattle Center After the same has been completed and consistent with the Seattle Children's Theatre contract with the City.
- m. Mural Amphitheatre
- n. Areas of the grounds of Seattle Center
- o. Intiman Playhouse Consistent with Intiman's contract with the City.
- p. Flag Pavilion See Section VIII, Page 17
- q. Seattle Center Pavilion See Section VIII, Page 17

B. Acceptance of Premises:

The BFC accepts the Premises in their condition on the date when the Seattle Center makes them available for the construction of the BFC's approved

improvements, additions, and alterations for the Festival. The Seattle Center disclaims all representations, statements, and warranties, expressed or implied, with respect to the condition of the Premises or the use and occupancy authorized other than those contained herein.

C. Nonexclusive License To Common Areas:

The Seattle Center hereby grants to the BFC, and its officers, employees, agents, customers, and invitees nonexclusive rights during the days of the Festival, to use the Seattle Center common areas as from time to time constituted, which use shall be in common with all other visitors and users of the Seattle Center, subject to rules and regulations for the use thereof as from time to time may be promulgated by the Seattle Center Director.

It is, however, understood that the BFC shall have the ability to charge admission during each year's Festival to all visitors and users of that portion of the Seattle Center grounds and facilities identified in the mutually agreed upon Facility and Site Use Plan.

D. "Common Areas" Defined:

For the purposes of this Agreement, the term "common areas", as used herein, means and includes any Seattle Center area designated by the Seattle Center as being for the general use of tenants, licensees, concessionaires, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any tenant, licensee, or concessionaire, and shall include but not be limited to parking areas, landscaped areas, areaways, roads, walks, corridors, malls, public toilets, public stairs, ramps, elevators, escalators, and shelters.

E. Move-in and Move-out Use Reservations:

1. Unless otherwise specified herein, the Seattle Center shall provide to the BFC, free of any license fee, use of the portions of the Premises listed below at the times indicated for the following specified purposes:

- | | |
|--|--|
| a. Each facility listed on the Event Service Order as defined in Exhibit "C" (except the Coliseum) approved by the Director: | Not less than two (2) days immediately preceding the first scheduled Festival event in that facility for "move-in" purposes; |
|--|--|

- and
- | |
|---|
| For the one (1) day immediately following the close of each Festival for "move-out" purposes. |
|---|

- b. Coliseum: Not less than one (1) day immediately preceding the opening of each Festival for "move-in" purposes;
- and For the one (1) day immediately following the opening of each Festival for "move-in" purposes;
- c. Each area of the Seattle Center grounds listed on the Event Service Order approved by the Director: For the four (4) days immediately preceding the opening of each Festival for "move-in" purposes;
- and For the one (1) day immediately following the close of each Festival for "move-out" purposes.
- d. Northwest Rooms: Confirm use one year in advance of Festival for the Friday load-in prior to the Monday of Festival week.
- e. Conference Center: **Room A:** Eight days of use during Festival, e.g., September 1 through September 8, 1992.
- Room B:** Seven days of use during Festival, e.g., September 2 through September 8, 1992.
- Rooms E and F:** First load-in day two weeks prior to start of Festival and load-out complete by close of business on the second day after the last day of Festival, e.g., August 21 through September 9, 1992.

Room G: First load-in day two weeks prior to the first day of Festival (ie. Friday of Labor Day weekend) and load-out must be complete by the close of business on the fourth (4) day after the last day of Festival, e.g., August 21 through September 11, 1992.

Room H: Four (4) days prior to first day of load-in and load-out complete by the close of business on the second day after last day of Festival, e.g., August 24 through September 9, 1992.

2. An additional three move-in days for grounds areas may be booked unless such areas have been previously booked for use by Public Programs as defined in exhibit "C". The three additional days' grounds use shall be confirmed not earlier than sixty (60) days prior to the first day of that year's Festival.

F. Conference Meeting Room:

The Seattle Center shall provide, at the then current fee outlined in the Event Service Manual (Exhibit "A") or its successor publication, such conference and meeting facilities as may be available on dates other than those of any annual Festival, or listed above, throughout the term of this Agreement for Festival-related activities. The availability of such facilities will be confirmed one year in advance of use.

III. USE OF PREMISES

The BFC, with the assistance of the Seattle Center, as specified herein and in the Event Service Order approved by the Director (defined in Exhibit "C"), shall use the Premises to produce the Festival. The primary Festival activities shall occur on the following dates:

1992 Festival	September 4-7
1993 Festival	September 3-6
1994 Festival	September 2-5
1995 Festival	September 1-4

The Festival visual arts and literary arts programs scheduled only in the Northwest Rooms will begin on the Monday preceding the above referenced dates. BFC shall not use, nor permit, or suffer the use of the Premises for any business or purpose other than specified in this section, without the prior written consent of the Seattle Center Director.

Any other use of the Premises by the BFC shall be subject to a separate agreement between the BFC and the Seattle Center.

IV. **SCHEDULE AND SCOPE OF FESTIVAL PLANNING AND PRODUCTION ACTIVITY**

A. **Staffing:**

The BFC shall employ or otherwise secure the services of whatever professional and technical staff are required to competently plan, organize and produce each Festival at Seattle Center. The Seattle Center shall make available to the BFC such Seattle Center staff as are required by the BFC to stage and produce the Festival contemplated in the Event Service Order approved by the Director for each year during the term hereof.

B. **Planning:**

1. **Proposed Facility and Site Use Plan:**

On or by November 1st of each year during the term hereof, the BFC shall submit to the Director a written proposed Facility and Site Use Plan as defined in Exhibit "C", for the next year's Festival, which Plan shall describe facilities and areas of the Seattle Center grounds that are proposed to be used at Seattle Center and what general activities would take place during the next Festival in each facility and area.

2. **Admission Ticket Sales Report:**

On or by November 15th of each year during the term hereof, the BFC shall provide to the Director a written report identifying the respective and aggregate amounts for gross receipts derived from all current year Festival admission ticket sales for "adults", "juniors" and "seniors", with off-site sales and on-site sales separately stated. In the event any financial report by the Festival producer provided to the BFC subsequent to the BFC's November 15th submission to the Director indicates that such Festival's gross receipts from admission ticket sales were different from that reported in the BFC's November 15th report, the BFC shall deliver a revised written report to the Director within one week after the BFC's receipt of such later Festival producer's report.

3. **Labor Rate Schedule:**

On or by December 15th of each year during the term hereof, the Director shall deliver to BFC data regarding the Seattle Center's then-current labor rates, and thereafter shall advise the BFC regarding any revisions to such rates immediately after such revisions are finally approved.

4. **Revised Facility and Site Use Plan:**

On or by January 15th of each year during the term hereof, the BFC shall deliver to Director the final Facility and Site Use Plan for the next Festival, which plan shall have been revised as reasonably required by the Director.

5. **Concessionaire Selection Process Report:**

On or by February 1st of each year during the term hereof, the BFC shall deliver to Director a written report outlining the process to be used for the BFC's selection of concessionaires to be allowed to engage in sales and rental activity on and from the Premises during the next Festival.

6. **Basic Equipment Inventory:**

On or by February 1st of each year during the term hereof, the Director shall deliver to the BFC a then-current detailed inventory of all Seattle Center equipment (including but not limited to that related to Facility Support, Sound, and Stage services) that is then located on the Premises and useable for Festival purposes.

7. **Basic Labor Schedule:**

On or by February 15th of each year during the term hereof, the BFC shall deliver to Director the basic labor schedule (the labor requirements at each facility and site on each day of the Festival) for that year's Festival.

8. **Submission of Final Selection of Concessionaires:**

On or by June 15th of each year during the term hereof the BFC shall deliver to the Director a list of the Concessionaires selected for that year's Festival.

9. **Proposed Fountain Use Plan:**

On or by July 1st of each year during the term hereof, the BFC shall deliver to the Director a written proposed Fountain Use Plan if the BFC

desires to use any fountain on the Premises in a way or manner that is in any respect different from the way or manner it is regularly used by Seattle Center, which plan shall detail the proposed BFC use; assess the environmental, security, and safety risks associated with such proposed use; identify the means and methods by which the BFC proposes to address or respond to such environmental, security, and safety risks; and include a detailed Facility and Site Use Plan showing each such fountain and its surrounding landscaping together with any proposed BFC additions, alterations or improvements thereto.

10. **Time Schedule for Move-In, Move-Out for Facilities and Programmed Space:**

On or by July 1st of each year during the term hereof, the BFC shall deliver to the Seattle Center a schedule of specific times and functions for each facility, as required for the Seattle Center Operations calendar. The BFC shall use its best efforts to comply with this schedule; however, should a schedule change be required due to circumstances which are unforeseen or which are beyond BFC's reasonable control, the BFC shall advise Seattle Center as soon as reasonably possible. Upon receipt of such a schedule change, Seattle Center shall advise BFC of any change in anticipated fees due under Section V. as soon as reasonably possible.

11. **Pre-Festival Meeting at Seattle Center:**

On or before July 15th of each Festival year, the BFC and the Seattle Center shall schedule a meeting, which meeting shall be held on or before August 1st of that year. At such meeting the BFC and the Seattle Center shall introduce on-grounds administrative staff responsible for that year's Festival operations and answer such questions as may be directed to them.

12. **Site Preview/Tours:**

The BFC shall have a minimum of four (4) but not more than six (6) opportunities between January and August of each Festival year to tour Bumbershoot participants through the Seattle Center facilities with fourteen (14) days advance notice to the Seattle Center and subject to availability of facilities.

13. Redevelopment Impact Review:

The Seattle Center Director and the BFC, or their designees shall meet on or before October 15th prior to each Festival during the term of this Agreement to review the activity and any planned activity on the grounds and/or in the facilities with respect to redevelopment and the next succeeding Festival. Within ninety (90) days after such annual redevelopment review, both parties shall resolve the facility and grounds usage for the next succeeding Festival. It is the intent of both parties to minimize any financial impact to either party for changes that may occur after the original facility and grounds use plan has been modified for that Festival year.

The parties agree to work together to modify the facility and/or grounds use in order to achieve the BFC and Seattle Center common goals.

Notwithstanding any other provision hereof, in the event the Seattle Center Director determines, in the exercise of his/her discretion, that in order to facilitate the redevelopment of the Seattle Center in a manner consistent with the "Seattle Center 2000 Plan" approved through Seattle City Council Resolution 28210, the grounds or any facility scheduled for Festival use will not be available due to redevelopment activity, the Seattle Center Director, after consultation with the BFC, shall have the right to modify this Agreement with regard to portion(s) of the Premises being impacted by redevelopment.

14. Approvals:

Plans and reports submitted by one party to the other under this Section IV shall be deemed to be acceptable to or approved by the other party unless they provide written notice to the first party within fourteen (14) calendar days after the second party's receipt of the plan or report.

Such notice shall confirm any exceptions and specify what modifications (if any) would make such plan or report acceptable and shall specify a new deadline for submission of a revised plan or report.

C. Evaluation:

On or by February 22nd after each Festival during the term hereof, the BFC shall deliver to the Director a copy of the Final Report, which report shall contain a complete financial and programmatic evaluation of the immediately preceding Festival together with sample programs. Detailed recommendations

for future efforts toward the planning, organizing, staging, production and evaluation of the Bumbershoot Festival at Seattle Center also shall be submitted to the Director as part of the Final Report.

D. **Additions, Alterations and Improvements:**

1. **Electricity Requirement Plan:**

The BFC shall submit in writing to the Seattle Center Director on or before July 15th of each Festival year, a plan indicating electrical panels and amperage required at each electrical panel. Such plan shall be subject to written approval of the Seattle Center prior to implementation.

2. **Work Inconsistent with Approved Plans and Specifications:**

BFC waives any and all claims it may have or assert for damages, lost profits and other injuries arising out of or in any way connected with the BFC's making any unauthorized improvement, alteration or addition on or to the Premises and any action taken by the Director to implement any such order.

All additions, alterations and improvements by the BFC to the Premises shall be consistent with Exhibit "B", entitled "Seattle Center Technical User Guidelines", except as otherwise agreed upon in writing by the parties.

No improvement, alteration, or addition shall be constructed, placed or erected on the Premises except in accordance with plans and specifications therefore approved by the Director in writing.

Immediately following its receipt of notice by the Director that an improper improvement, addition, or alteration has been erected in, on, or is being made to the Premises, the BFC shall either desist from the occupation, use, and operation of such improvement, addition, or alteration and remove it from the Premises or make it consistent with such approved plans and specifications within such time period and as otherwise ordered by the Seattle Center Director whose decision shall be final. In the event the BFC fails to comply with any such order, the Seattle Center may remove such unauthorized alteration or addition and charge the BFC for such removal expense.

3. **Seattle Center Not Responsible for BFC's Improvement Work:**

All improvements, additions and alterations made to the Premises to convert the same to the condition desired by the BFC for the operation of its Festival, shall be at no expense to Seattle Center unless otherwise specifically agreed upon in writing.

4. **Improvements, Additions, and Alterations Must Be Removed:**

All improvements, additions, and alterations made to the Premises by or on behalf of the BFC or any of its concessionaires must be removed by 11:59 p.m. of the day following the close of the Festival.

5. **Surface Covering for Hard Surfaces Where Cooking is Undertaken On the Premises:**

The entire booth and cooking areas must be thoroughly protected against food, beverage, ash and grease spills by having flooring in layers as follows:

- a. Lowest layer of 4' x 8' CDX 1/2" or thicker plywood installed directly under each cooking unit (barbecues, deep fryers, grills, griddles, spits, woks, etc.) as well as not less than 4' around each cooking unit.
- b. Upper layer of rubber backed carpet or "astroturf" securely joined together so that it covers the entire booth, i.e., cooking and all other areas.

6. **Surface Covering for Hard Surfaces Where No Cooking Within the Food Booth Is Undertaken On the Premises:**

Rubber backed carpet or "astroturf" securely joined together that covers the entire booth.

V. **FEES AND CHARGES**

The BFC shall pay to the Seattle Center the following fees and charges:

A. **BFC's Obligation to Pay Fees and Charges:**

Reimbursement of the Seattle Center's direct Labor charges for services at the rates specified in the then-current Event Service Manual or its successor publications attached hereto as Exhibit "A", except as provided in Paragraph V.C and V.D.

B. Event Service Order Charges:

1. Dumpster Rental:

Rental of dumpsters specifically ordered for the Festival and disposal charge for compacted waste generated by the Festival, except for waste generated by the Seattle Center offices, Seattle Center concessionaires in Center House, Fun Forest and other Seattle Center facilities and grounds not defined in this Agreement.

2. Telephone Costs:

The cost of telephones in the Conference Center, including the cost to use the instruments, installation of instruments, and long distance charges are to be borne by the BFC.

C. Center Cost Reimbursement:

1. General Reimbursement:

BFC shall reimburse Seattle Center for all direct costs incurred by Seattle Center to comply with the BFC's requests for equipment and services as so ordered in the Event Service Order. These costs shall include but are not limited to those incurred for admissions and security personnel, stagehands, sound technicians, carpenters, electricians, plumbers, disposal fees, equipment rentals and any other direct costs for services and equipment specifically requested by BFC, (e.g., parking of refrigerated trucks and ice trucks in Center parking lots). This reimbursement shall be offset by the revenue generated by the City's on-grounds concessionaire (e.g., Service America Corporation, Facility Sales Management Inc.) for events held in the Coliseum, Arena, Exhibition Hall or Opera House.

2. Labor and Custodial Fees:

BFC shall also pay Seattle Center for labor and custodial fees, the greater of four percent (4%) of each festival's gross ticket sales or thirty-three and one-third percent (33 1/3%) of the amount due as identified in paragraph V.C.1.

D. Time and Place of Payment; Delinquency Charge:

1. BFC Payments Upon Seattle Center Invoice:

Payments of fees and charges pursuant to this Section V. hereof, are due and payable upon invoice.

To ensure prompt payment, Seattle Center shall provide the BFC with a report outlining direct costs, including a Seattle Financial Management System (SFMS) report detailing the labor hours charged to the Bumbershoot Festival Event Service Order, and revenues, pursuant to Section V.C.1, not later than November 7, and the BFC shall provide Seattle Center with a report outlining final Festival attendance and revenue statistics, to allow determination of fees owed under Section V.C.2, not later than November 7. The parties also agree to meet not later than November 21 to address any outstanding or disputed fee issues. They further agree to use best efforts to ensure payment for outstanding invoices is promptly made. If there is a disagreement regarding one or more reimbursement items, the parties agree to arrange for payment of all undisputed amounts and to resolve any disputed items in accordance with Section XVIII. All payments shall be sent to the City Treasurer, c/o Seattle Center Fiscal Control, 305 Harrison Street, Seattle, Washington 98109, or to such other address as the Seattle Center Director shall specify by notice to the BFC.

2. **Supplementary Payments:**

In the event additional funds would be due to the Seattle Center pursuant to Subsection V.C, hereof, based upon such revised report, the BFC shall pay such additional funds to the Seattle Center within 30 days after the date of the Seattle Center invoice for the same; in the event an overpayment has been made, the Seattle Center shall refund the amount of the overpayment to the BFC within 30 days after the date of the Seattle Center's receipt of an invoice for the same.

VI. **CITY OBLIGATIONS**

A. **Storage:**

During the term of this Agreement, the Seattle Center shall provide at no cost to BFC storage space in the Blue Spruce Building, 158 Thomas Street, specifically known as Spaces 1 West and Suite 2.

B. **Readerboards and Mercer Street Garage Overpass:**

The Seattle Center shall provide, free of any license fee, the use of all Seattle Center readerboards except the Coliseum and Arena for the advertising of the Festival on the Monday immediately preceding Labor Day in each Festival year, the Coliseum and Arena readerboards as of the Wednesday immediately

preceding each Labor Day and, as of the 2nd Monday preceding each Labor Day all readerboards on an "as available" basis.

With respect to the Mercer Street garage overpass, a Festival banner shall be mounted by Seattle Center staff as soon as is reasonably possible. Said banner shall be mounted at no additional cost to the BFC.

C. Equipment:

BFC may use for any Festival, free of charge, those items of Seattle Center production equipment, including stage, sound, and lighting equipment, and tables and chairs that are identified in the Seattle Center Event Service Manual or its successor publication then in effect as being available and usable in the respective facilities and grounds areas identified in the final Event Service Order approved by the Director for Festival purposes. In the event that some or all of the requested items of production equipment are or become unavailable for Festival use because of their damage, destruction, or malfunctioning, the Director shall notify the BFC regarding such unavailability as soon as possible after such unavailability becomes known, and in such event the Seattle Center shall not be responsible for the furnishing of replacement items of equipment. Production equipment approved and available for use during the Festival shall be made available to the BFC no later than the first day of move-in unless such equipment is unavailable. All equipment made available for Festival use by the BFC shall be returned to the Seattle Center's direct management and control on or by the end of the move-out period specified for the facility or grounds area with respect to which such equipment is associated or related. The Seattle Center shall cooperate with the BFC to install, in a timely manner, all stage and production facilities and equipment needed for the Festival, as determined by the BFC and as approved for such use by the Director.

The BFC is hereby authorized to supplement equipment provided by the Seattle Center and to provide its own labor to set-up, move-out and operate said equipment subject to the provisions of the Agreement by and between The City of Seattle and Joint Crafts Council in effect at the time of the Festival.

D. Technical Equipment Operators and Other Staff Services:

The Seattle Center shall provide Seattle Center technical equipment operators and other staff to meet Festival sound, stage, admissions, security, janitorial,

and labor requirements as are identified in the Event Service Order approved by the Director for each year's Festival.

E. Parking:

The Seattle Center shall provide to the Festival up to thirteen (13) year-round permits in Lot #2 for the BFC Commissioners and one (1) BFC Coordinator, as well as two (2) permits for Bumbershoot staff as needed for meetings; up to fifteen (15) permits in Seattle Center parking lot(s) for Festival managers for a period of one week prior to and following the Labor Day weekend. If available as determined by the City of Seattle and the Seattle Center Director the BFC shall be provided one hundred (100) permits in the lower portion of Lot 2 (also known as Lot 2D) for Festival volunteers or staff during the four days of the Festival. BFC shall not charge performers or volunteers for such parking. Staffing of this parking area is the sole responsibility of Bumbershoot.

VII. PUBLICITY AND MEDIA

A. Sponsorship References:

All Festival publicity shall identify Seattle Center as a primary sponsor and include the following: "Bumbershoot, the Seattle Arts Festival, is presented by the Bumbershoot Festival Commission, a City of Seattle Agency, in collaboration with the Seattle Center, and is produced by One Reel".

B. Media Rights:

Both the Seattle Center and the BFC shall have the right to photograph and record (audio or video) any and all activity during any Festival, including but not limited to entertainment, without any additional compensation having to be paid by either to the other, any of either's employees, members, or Festival participants; and the BFC, on behalf of itself, its employees and members and the Festival participants it secures, hereby authorizes the use of such photographs and recordings for public information and promotion purposes, as authorized by the BFC and consistent with its contractual obligations.

C. Seattle Center Use of Graphics:

Seattle Center may use any and all Festival graphics free of charge for any Seattle Center promotion effort or BFC co-promotion of activities directly related to the annual "Bumbershoot Festival" as authorized by the BFC and consistent with its contractual obligations.

D. Publicity and Background Materials:

The BFC shall furnish the Director with whatever backup material regarding the Festival, its participants, and related matters is requested by such Director and is reasonably available.

VIII. LONG-TERM EXHIBITS

A. Relocation of BFC Events:

In the event that the Seattle Center anticipates that during any Festival year, either the Seattle Center Pavilion or the Flag Pavilion or both such facilities will be occupied by an exhibit or other activity for substantially the entire period of that Festival, then the Seattle Center shall make a good faith effort to identify an alternative location for any concession, stage or exhibit activity that has traditionally been located in such otherwise used facility. The Seattle Center shall notify the BFC of any such anticipated use and/or alternative location not later than the October 15 preceding the impacted Festival. In no case shall the Seattle Center's inability to identify any alternative location for such BFC use, or the BFC's and Seattle Center's disagreement regarding the suitability of any such proposed alternative location, or the loss of any revenue resulting from any such concession, event or activity relocation be a basis for any claim by the BFC against the Seattle Center or any reduction in the amount of money payable by the BFC to the Seattle Center under this Agreement.

B. Long-Term Exhibit Admissions Policy:

The parties hereto recognize that it is in the best interest of the City to encourage attendance at both Bumbershoot Festivals and any long-term exhibits being presented at the Seattle Center during the period of any Festival. Accordingly, the Seattle Center will use best efforts to negotiate terms with the promoter of any such long term exhibit, such that any person who gains admission to a Festival by payment of the admission charge therefor shall be allowed to gain free admission to any such long-term exhibit. Nothing herein, however, shall limit the Seattle Center's right to contract for a long term exhibit without providing for free admission to Festival ticket holders.

IX. CONCESSION RIGHTS

The BFC and its authorized concessionaire(s) are hereby authorized and licensed to exercise, during each Festival, the following temporary, exclusive, concession rights, on the grounds and in Seattle Center facilities other than Center House, all without becoming obligated to pay the Seattle Center any fee or percentage of gross receipts

therefor: (a) to sell photographs, posters, art works, crafts, printed materials, clothing and video and audio recordings or other media, all of which have an artistic base, theme or groundwork related to the Festival; (b) to sell souvenir items related to the Festival and not to Seattle Center, generally, nor depicting the Seattle Center logo; (c) to sell food and beverages including beer and wine; (d) to authorize others to sell such items; provided, that the exercise of any such concession right shall be subject to the following conditions:

A. Written Invitation:

During each year included in the term of this Agreement, BFC shall prepare and issue a written invitation or solicitation to proposed concessionaires to submit their applications to participate in the Festival, stating a deadline for application submission prior to May 7th, and outlining the process for selecting Festival concessionaires. To ensure that all Center House merchants are invited to apply for each year's Festival, whatever number of invitations or solicitations is specified by the Seattle Center shall be delivered by the BFC to the Seattle Center at the same time as distribution of such invitation or solicitation to others.

B. Center House Merchants:

The BFC shall not impose on any Center House concessionaire any condition or requirement for participation as a Festival concessionaire or sponsor that is different from that imposed on any other Festival concessionaire or sponsor offering for sale or rent comparable product(s), i.e., food, beverages, merchandise or services.

C. Acknowledgement of Licensure:

All individuals and business entities licensed or otherwise authorized by the BFC to engage in such concession activity during the Festival shall obtain from the BFC and display on their person or place of business on the Premises, official acknowledgement of such licensure or permission in a form subject to the approval of the Director.

D. Standards of Items for Sale:

All items offered for sale or rent on or from the Premises by the BFC or its concessionaires shall be appropriate to the theme and philosophy of the Festival and the Seattle Center, of the best quality, wholesome, and pure; all canned edible food products sold on the Premises shall be approved by the U.S. Department of Agriculture and of the quality commonly known as "fancy" or

"U.S. #1"; baked goods, dairy and other food products shall not be served or used after their pull-dates; and no meat products containing texturized vegetable protein or other meal, grain or filler products shall be sold on or from the Premises.

E. Misbranded Misrepresented Products:

Neither the BFC or any of its concessionaires shall offer for sale or rent at Seattle Center any property, food, beverage or other merchandise or service that is misbranded, or misrepresent the size, quality, capabilities, or characteristics of any such food, beverage, merchandise or service.

F. Environmentally Sensitive Products:

The BFC shall not use or permit the use of any food or beverage container that on or after the date this Agreement is executed, is prohibited by the City's Legislative Authority or the Seattle Center Director for use or service at the Seattle Center.

X. LIENS AND ENCUMBRANCES

The BFC shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Seattle Center. At the request of the Director, the BFC shall deliver to the Director written proof of the payment of any items that could be the basis for such a lien, if not paid.

XI. NO NUISANCES OR OBJECTIONABLE ACTIVITY

The BFC shall not permit any excessive or objectionable noise, odor, dust, vibration, or other similar substance or condition to remain on or emitted from the Premises as part of any Festival; shall not interfere with access from the Seattle Center or any part thereof, or with the traffic thereon; shall not create any nuisance in or adjacent to the Seattle Center, and shall not knowingly do anything at the Seattle Center that will create a danger to life and limb.

XII. COMPLIANCE WITH LAW

A. General Requirement:

The BFC, at no expense to the Seattle Center, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

B. Licenses and Similar Authorizations:

The BFC, at no expense to the Seattle Center, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes:

The BFC shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings on and from the Premises, including, but not limited to taxes arising out of the activity or business conducted thereon such as the rental or sale of goods or services.

XIII. CITY'S ACCESS TO PREMISES; INSPECTION, REPAIR, AND IMPROVEMENT OF PREMISES AND OTHER PROPERTY; WITHDRAWAL OF PREMISES

A. Access to Premises:

The Seattle Center shall retain the right of access at all reasonable times to the Premises to inspect the same and to make any repair, improvement, alteration, or addition thereto or any other property owned by or under the control of the Seattle Center deemed necessary by the Director, but this right of access shall not impose on the Seattle Center any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein. The Seattle Center shall make every effort to give the BFC thirty (30) days prior notice of such access need.

B. Permitted Interference:

In inspecting, and in making repairs, alterations, additions and improvements, the Seattle Center may erect barricades and scaffolding in and outside of the affected portion of the Premises, and may otherwise interfere with the conduct of the BFC's and Festival participants' business and operations where such action is reasonably required by the nature of the Seattle Center's work, and such interference shall not be deemed to be a breach or default under this Agreement. The Seattle Center shall use its best efforts to minimize interference with access to and from the Premises and with the BFC's activities and operations on or from the Premises.

C. Suspension of Activities and Operations:

In the event such inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Festival or any part thereof, or of the BFC's activities and operations on the Premises, or any portion thereof, the

Director shall notify the BFC of such necessity and the anticipated beginning and ending dates of such suspension at least four (4) months in advance, if possible; Festival or Festival activity suspensions may be ordered with less notice in the event of an emergency as determined by the Director. The BFC hereby waives any and all rights to claims for damage for any injury to and interference with its operations, activity, or business and any loss occasioned by any such suspension.

XIV. SEATTLE CENTER'S CONTROL OF BUILDINGS, GROUNDS AND ACTIVITIES

Notwithstanding any other provision of this Agreement, the Seattle Center, without liability of any kind, may:

- A.** Increase, reduce, and change in any manner whatsoever the number, appearance, dimensions, and locations of the Seattle Center walks, buildings, landscaping, parking, and service areas, and may also make improvements, alterations, and additions to the common areas of any Seattle Center building;
- B.** Regulate all traffic within and adjacent to the Seattle Center;
- C.** Impose a reasonable charge for facilities not being used by the BFC;
- D.** Erect, display and remove promotional exhibits and material and permit special events on the Seattle Center grounds, buildings and facilities, which do not interfere with the production of the Festival; provided that the Seattle Center shall not sponsor or co-sponsor within thirty (30) days of this Festival a free or for fee regional artistic, musical and culinary event that adversely impacts the Festival.
- E.** Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of the Seattle Center;
- F.** Restrict or prohibit the parking on Seattle Center-owned or leased property of motor vehicles owned or operated by the BFC and any of its officers, employees, agents, suppliers, invitees, and Festival participants except as provided in Section VI.E;
- G.** Determine the days and hours the Seattle Center will be open to the public in a way which will not interfere with the production of the Festival;
- H.** Change the size, number and type and identity of other concessions, stores, businesses, and operations being conducted or undertaken at Seattle Center, and
- I.** Exercise any other power or right authorized by law or ordinance.

required by law, ordinance, rule or regulation before the BFC may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Agreement.

XVIII. DISPUTES

Any decision, determination, review, acknowledgment and/or approval required under this Agreement shall not be unreasonably made or withheld. If a dispute should arise with regard to the performance of or in any way related to this Agreement, the BFC Chairperson and the Seattle Center Director shall meet to address and resolve such dispute. Either may schedule such a meeting by providing reasonable written notice to the other. If the BFC Chairperson and the Seattle Center Director are unable to resolve any such dispute in a mutually satisfactory manner, they shall each appoint an arbitrator and the two arbitrators so appointed shall themselves select a third arbitrator. The three arbitrator panel shall consider the dispute in accordance with such procedures and practices as they shall designate, and both parties agree to be bound by a majority decision of the arbitrators. Both parties shall bear all costs for their designated arbitrators and agree to equally share the costs for the third arbitrator.

XIX. AMENDMENTS

No modification or amendment of any of the provisions hereof shall be effective unless in writing and signed by an authorized representative of each of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

XX. CAPTIONS

The titles of sections and subsections are for convenience only and do not define or limit the contents.

XXI. BINDING EFFECT

The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal representatives, successors, and assigns.

XXII. PREVIOUS AGREEMENTS SUPERSEDED

The terms and conditions of this Agreement and the following Exhibits:

- Exhibit A - Event Service Manual
- Exhibit B - Technical Services User Guidelines
- Exhibit C - Definitions

supersede the terms, obligations and conditions of any existing or prior agreement between the parties regarding the subject matter of this Agreement.

XXIII. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by having their authorized representatives affix their signatures below.

BUMBERSHOOT FESTIVAL COMMISSION

SEATTLE CENTER DEPARTMENT

By *[Handwritten Signature]*
Its *Chair*

By *Virginia Anderson*
Its *Director*

EXHIBIT "A"

EVENT SERVICE MANUAL

Facility License Fee Schedule (cont.) - Spectator Events

General Terms and Conditions

Electric, Lighting, Sound & Communications

Personnel Rates and Requirements

General Information

Promotional & Readerboard Services

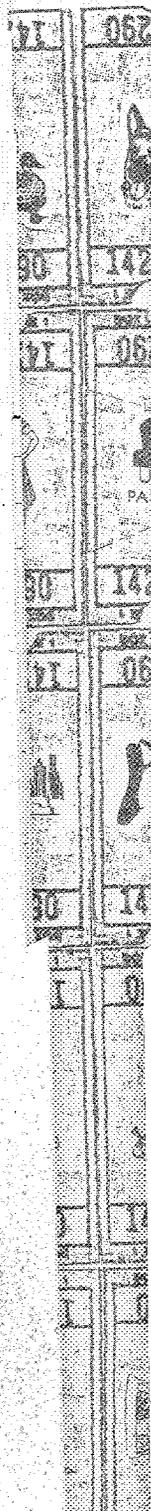
* All advertising for events in Seattle Center facilities must read "SEATTLE CENTER Opera House", "SEATTLE CENTER Coliseum", etc.

* An "Info Please" form is sent with your Licensing Agreement to ensure proper information on your event in schedules, media, and telephone inquiries. Form complete and return to the Facility Sales Office, 305 First Avenue, Seattle, WA 98109.

Schedules are published every month for circulation in the facility. For a complete schedule, contact your Event Bookings Representative.

The center of our region

Accommodations for people with disabilities provided on request (206) 684-7200



General Regulations

Equipment and Services

Ticket Handling

Security, First Aid, Parking & Transportation

Food & Beverage Service

Catering

* Only authorized caterers and the designated concessionaire may bring or serve food, alcoholic or other beverages in Seattle Center facilities.

* Upon filing certain credentials, an established caterer may be authorized by Seattle Center to enter into a contract for the food and beverage services for an event. For more information, contact your Event Bookings Representative.

* Food or beverage services by unauthorized caterers are prohibited.

Telephone Numbers

- Emergencies 911
(Medical/Fire)
- Catering & Concessions:
 - Service America 448-9319
 - Event Service Reps 684-7224
 - Facility Sales 684-7202
 - Fire Marshal 386-1450
 - Information 684-7200
 - Licenses & Taxes 684-8400
 - Lost & Found 684-7244
 - Marketing Services 684-7240
 - Seattle Police 684-7376
 - Security 684-7273

Part C - Event Service Manual
Information in this Manual is subject to change without notice.

EXHIBIT "B"

SEATTLE CENTER TECHNICAL SERVICES USER GUIDELINES

1. All modifications to buildings or landscape must be reviewed and approved by Technical Services staff prior to the commencement of any modification work. Technical Services staff will inspect modification projects upon completion and before acceptance.
2. Vehicles shall not be driven or parked on turf areas unless such areas are covered by a double layer of 3/4" plywood. Vehicle users shall ensure that no oil or gas comes in contact with grass and that vehicles or equipment do not remove bark from trees. Cranes and large loads should be routed away from low vegetation canopies to avoid breaking branches.
3. Any contractor vendor, lessee, or facility user who causes damage to any Seattle Center facility, building, landscaping or grounds area shall be financially responsible for the repair to return the damaged item to its condition immediately prior to such damage. Methods, materials and workmanship necessary to repair such damage shall be determined by the City. In the event the City elects to repair such damage, itself or through another person or entity, the cost of repairing the damage shall be billed on a time and materials plus 50% overhead basis if the City does the repair work, and on a cost plus 20% administrative charge if some other entity does such repair work.
4. Special activities and festivals affecting the landscape shall be managed by the sponsor or producer thereof to minimize horticultural impact so the grounds can be returned to normal use rapidly. Accordingly, vehicles, stages, booths and sets shall not be driven, erected or placed on any lawn or shrub area that Technical Services staff believe is likely to produce a concentration of activities or encouragement of traffic patterns in a specific lawn or shrub area.
5. It is forbidden to nail or stake into any surface. Ties to trees must not exceed the strength of the tree to withstand the stress; bark is to be protected at all times from wires or lines by insulation in the form of rubber hose, burlap swath or both.
6. Flower beds are to be used for growing flowers and no other purpose.

7. In the event a contractor vendor, lessee or other user of a Seattle Center facility or grounds area is required or desires to remove sod, the following standards of care shall be adhered to by such person or entity:

- Sod shall be removed only in a clear, geometric shape no larger than four (4) square feet in size.
- Roots shall be uniformly cut no less than one (1) inch nor more than three (3) inches from base of grass stem.
- Sod shall be stored exposing grass surface and shall not be allowed to dry out prior to replanting.
- Sod must be replaced to the precise grade from which it is removed. Corners and edges must be tight, topdressed, tamped and watered.
- Soil strata are as follows:
 - 0" - 6" -- Planting media
 - 6" - 24" -- Drain media
 - 24" - -- Subgrade

Each stratum must be kept separate. Tamp while backfilling.

8. In the event a contractor, vendor, lessee or other user of a Seattle Center facility or grounds area is required or desires to climb a pole on the Seattle Center grounds surrounded by grass, an eight (8) foot square of 3/4" plywood, cut to fit, shall be placed at the base of the pole before such pole climbing occurs.
9. Notify appropriate Technical Services shop (plumbers, gardeners, electricians, engineer) before water or electricity is shut off or interrupted.
10. Materials like sand, gravel, mop strings, etc., shall not be dumped into slop sinks. They easily clog the drains.
11. Technical Services does not supply cable, extension cords or ladders to program users.
12. Please keep doors and windows closed when air conditioning and other HVAC is on. (Otherwise, the temperature sensors and thermostats get false readings. The system works better with doors closed.
13. **DO NOT** block air return and supply grills with curtains or furniture. This is particularly important in the Northwest Rooms and the Exhibition Hall. Do not cover access hatches and doors for equipment access.
14. Please see that maintenance staff can gain entrance to all buildings and parts of buildings for maintenance or repair as needed. Lessee must provide a key to concession facilities to allow emergency access. This key is to be left with Security.

15. Do not block shop access in shop area yard behind the Veteran's Annex, Exhibition Hall, Mercer Forum, Opera House and Arena.
16. Check for water and rain locations before setting up for exhibits.
17. Requests for Seattle Center staff to perform maintenance on leased concession areas must be transmitted through the Seattle Center Contracts and Concessions Manager.
18. Electrical Systems:
 - All hookups must be made by a qualified person. User's system shall be modified for use with Seattle Center power source rather than vice versa (example - user's must change their plugs, not Seattle Center receptacles).
 - No modifications or repair shall be made to Seattle Center equipment except by the Seattle Center Electric shop or its designated agent.
 - If lights are turned off for an event, they should be turned back on by that same person or his designee after event.
 - Conference Center Rooms and Rainier and Olympic Rooms spotlights must not be turned past "stop" because lights will fall out.
 - Use of extension cords taped across the floor for the duration of an event, or to a maximum of six (6) days, is prohibited. Use of extension cords with metal "J"-boxes is prohibited.
 - Repairs to systems past the City power source (receptacle, disconnect, panel, etc.) are the user's responsibility. Seattle Center electricians may need to temporarily remove loads to check our systems.
 - Use of ungrounded "zip cord" for lighting displays is prohibited.
 - The Seattle electrical code requires a permit be obtained for all electrical work performed at the Seattle Center. All wiring must comply with the Seattle Electrical Code and the National Electrical Code.
 - TV and portable cables used in Coliseum must use hooks and ties provided and not be tied to suspended ceiling.
 - Temporary cables across aisles or walkways must be "flown" or covered with rubber mats. Small extension cords may be taped with rug tape to eliminate trip hazards only with the approval of Technical Services staff.
 - Prior permission to use trees as supports for "flying" cable must be obtained from Seattle Center Landscape Supervisor.
19. Hanging displays must be fastened to structural members and not suspended ceilings.
20. Please report malfunctioning building hardware to carpenters immediately.

21. Please report damaged seating to carpenters immediately. Please use "Maintenance Request" forms for that purpose.
22. Exercise extreme caution when moving equipment through hallways and doorways so as to not damage the equipment or the building.
23. Do not use tape (of any kind) to fasten any material or item to painted surfaces.
24. Do not remove door hold-open devices to facilitate moving equipment. Call the carpenters for assistance.
25. Door mullions are not to be removed without prior permission of the carpenter shop crew chief.
26. No one is allowed to walk on any roof or place objects on any roof with-out advance authorization from the carpenter shop crew chief.
27. No one other than authorized Seattle Center staff is to use any shop or shop equipment without authorization from the Technical Services Manager or his/her designee.

EXHIBIT "C"

DEFINITIONS

PUBLIC PROGRAMS: This section of Seattle Center presents some 1,800 performances and activities annually, reflecting the diverse character of the community and promoting recreational and educational resources for children and families. Public Programs provides a unique forum for amateur performing groups, as hundreds of schools, service clubs, charitable organizations and the military participate in live presentations. All programming is funded through Seattle Center's operating budget, other public agencies or non-profit organizations, or corporate sponsors. Examples of programs are: Whirligig, Mural Summer Concert Series, Winterfest, Philippine Festival, Lyp Sync contests.

EVENT SERVICE REPRESENTATIVE: A member of the Seattle Center staff responsible for acting as the primary liaison between the Seattle Center and its clients and other agencies. This person helps clients with planning their event, determines their event related requirements, passes this information on to Seattle Center crews, is present at larger events to ensure that all goes smoothly, and is responsible for the post-event billing and collection of funds on-site.

EVENT SERVICE ORDER: A document prepared by the ESR after discussion(s) with clients. This document outlines all event requirements and is sent to clients as verification of the agreed upon arrangements. The document is also sent to all the affected Seattle Center units as well as the Seattle Police and Fire departments.

FACILITY AND SITE USE PLAN: A diagrammatic layout of the Seattle Center grounds and buildings showing buildings and portions of the grounds to be used for a particular event. This schematic would also show all temporary structures (booths, stages, fencing, banners, trucks, inflatables, dumpsters, etc.) to be installed on Seattle Center grounds for the event in question.



September 9, 1991

The Honorable Paul Kraabel, President
Seattle City Council
1100 Municipal Building
Seattle, WA 98104

Via: The Mayor's Office

Attention: Andrew Lofton, Director
Office of Management and Budget

Dear Councilmember Kraabel:

The Bumbershoot Festival Commission requests authority to specify the terms of office of its Commissioners and the frequency of the producer selection period:

Because there is currently much ambiguity and confusion in the length of Commissioner terms, as the Bumbershoot Festival Commissioners now serve varying terms from 2-6 years. Balancing the need for extended terms in order to accomplish long-range goals with the need for fresh thought and energy, the Commission recommends that terms of Commission members be set at three (3) years, with each member being appointed to one term with the option of re-appointment for a second three-year term.

Currently, the Bumbershoot Festival Commission selects a Producer every two years, and contracts with the Producer annually. The selection process must be held after the Labor Day event, but before the new year to conform to City process. In the past five years, the delay between producer selection and producer contracting has been as long as six months. This delay causes undue hardship on the production of the festival.

The Commission would further like to synchronize the producer contracting process with the producer selection process whereby the contracting period would be set for three years with an option of two, one year extensions. This proposed process would require annual performance

Cynthia Hartwig
Chair

Tommer Peterson
Vice Chair

Jane Adams
Joan Ross Bloedel
Sandy Bradley
Chris Crosby
Kenneth M. Easley
Josie Emmons
Phelps Fisher
John L. Friedlander
Fred C. Kiga
Pepper Schwartz
Julie Speidel

Barbara Thomas
Commission
Coordinator

Norm Langill
Festival Producer

Louise DiLenge
Programming/
Operations Director

One Reel
PO Box 9750
414 Pontius Ave. N
Seattle, WA
98109-0750

Phone
206 622-5123

Fax
206 622-5154

Telex
292 992 REEL UR

COMMISSION, A CITY OF SEATTLE AGENCY, IN COOPERATION WITH THE SEATTLE CENTER, AND PRODUCED BY ONE REEL.

and budget reviews. This process would more logically correspond with the Commission's long range planning process, which reflects a 5 year projected plan.

We respectfully request your approval of these modifications to the Bumbershoot Ordinance 112577.

If you have questions or concerns regarding these ordinance changes, please feel free to call me at 282-6242 or contact Barbara Thomas, Commission Coordinator at 386-1250 or 723-1025.

Sincerely,



Cynthia Hartwig,
Bumbershoot Festival Commission

CH/rh

cc: Barbara Thomas
Doug Carey, OMB

TIME AND DATE STAMP

SPONSORSHIP

THE ATTACHED DOCUMENT IS SPONSORED FOR FILING WITH THE CITY COUNCIL BY
THE MEMBER(S) OF THE CITY COUNCIL WHOSE SIGNATURE(S) ARE SHOWN BELOW:

_____	_____
_____	_____
_____	_____
_____	_____

Gregory H. Chow

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO:

PRESIDENT'S SIGNATURE

City of Seattle

Executive Department-Office of Management and Budget

Andrew J. Lofton, Director
Norman B. Rice, Mayor



September 6, 1991

*m91-152
12,205*

The Honorable Mark Sidran
City Attorney
City of Seattle

*Clay
T...*

Dear Mr. Sidran:

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

REQUESTING DEPARTMENT Bumbershoot Festival Commission

SUBJECT: AN ORDINANCE relating to the Bumbershoot Festival Commission, amending Seattle Municipal Code Section 17.40.030 to extend the term of Commission members and subsection E of Section 17.40.060 to authorize a three year contract with the festival producer.

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

After reviewing this request and any necessary redrafting of the enclosed legislation, return the legislation to OMB. Any specific questions regarding the legislation can be directed to Doug Carey at 4-8067.

Sincerely,

Norman B. Rice
Mayor

by

Andrew J. Lofton

ANDREW J. LOFTON
Budget Director

AL/dc/rss

Enclosure

cc: Barbara Thomas, Coordinator, Bumbershoot

STATE OF WASHINGTON - KING COUNTY

9870
City of Seattle

—ss.

No.

Affidavit of Publication

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 referred 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

ORD: 115858

was published on
10/08/91

The amount of the fee charged for the foregoing publication is the sum of \$ _____, which amount has been paid in full.

C. Trent

Subscribed and sworn to before me on

10/08/91

Jennifer A. Nicholson

Notary Public for the State of Washington,
residing in Seattle

City of Seattle

ORDINANCE 112577

AN ORDINANCE relating to the Bumbershoot Festival Commission, amending Seattle Municipal Code Section 17.40.039 to extend the term of Commission members and subsection E of Section 17.40.060 to authorize a three year contract with the festival producer.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle Municipal Code Section 17.40.039 (Ordinance 112577, Section 3) is amended as follows:

Terms of Office. The term of a member of the Commission shall be three (3) ~~((two-((2)))~~) years and until his or her successor has been appointed and qualified. A vacancy shall be filled for the unexpired term.

~~The terms shall be staggered so that five positions expire December 31, 1991; five positions (including position 14) expire December 31, 1992, and five positions (including position 15) expire December 31, 1993. The Mayor shall assign expiration dates to the several numbered positions in such a manner that all incumbent members may complete their existing terms.~~

~~A commission member shall not be appointed to more than two successive three year terms.~~

Section 2. Subsections B and E of Seattle Municipal Code Section 17.40.060 (Ordinance 112577 § 6) is amended as follows:

B. To review annually the financial needs and revenue prospects of Bumbershoot and submit a proposed budget of revenues and expenses therefor, including the contract budget of the festival producer; to authorize expenditures in accordance with the annual budget adopted by the City; and to accept on behalf of the City all Bumbershoot-related revenues;

E. To select ~~((;at-least-biennially;))~~ subject to the approval of the City Council, a festival producer through an open competitive process~~((;))~~. ~~A contract with a festival producer may be for three years with an option in the Commission to make two successive one-year extensions.~~

Section 3. 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 23rd day of September, 1991, and signed by me in open session in authentication of its passage this 23rd day of September, 1991.

PAUL KEAHELE

President of the City Council

Approved by me this 30th day of September, 1991.

NORMAN B. RICE

Mayor

Filed by me this 30th day of September, 1991.

Attest: NORWARD J. BROOKS

City Comptroller and City Clerk

(Seal) By: MARGARET CARTER

Deputy Clerk

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

Date of official publication in Daily Journal of Commerce, Seattle, October 2, 1991.

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