

ORDINANCE No.

119253

COUNCIL BILL No.

112363

AN ORDINANCE relating to the Seattle Center Department; amending the Seattle Center Schedule of License Fees and Terms and Conditions for 1999 and 2000, and amending section 17.16.015 of the Seattle Municipal Code in connection therewith.

Law Department

The City

Honorable President:

Your Committee on

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

1) Budget Comm

11-17-98 Pass As F

2) 11-23-98 Full

(Excc

COMPTROLLER FILE No.

Introduced:	By:
9-21-98	Choe
Referred:	To:
9-21-98	Budget
Referred:	To:
Referred:	To:
Reported:	Second Reading:
11-23-98	
Third Reading:	Signed:
11-23-98	11-23-98
Presented to Mayor:	Approved:
11-23-98	DEC 2 1998
Returned to City Clerk:	Published:
DEC 2 1998	Full 2 pp.
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported  
and Adopted

File President:

Committee on

was referred the within Council Bill No.

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

Budget Committee:

7-23-98 Pass As Amended

Matthew Chae

7-23-98 Full Council: Passed As Amended 8-0  
(Excused: McIver)

Committee Chair

ORDINANCE 119253

AN ORDINANCE relating to the Seattle Center Department; amending the Seattle Center Schedule of License Fees and Terms and Conditions for 1999 and 2000, and amending section 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective January 1, 1999, Section 17.16.015 of the Seattle Municipal Code (Section 1 of Ordinance 113740, as last amended by Ordinance 118762) is amended as follows:

17.16.015. Use Fees, Terms and Conditions; The Director of the Seattle Center Department is authorized to charge and collect fees for the use of certain Seattle Center facilities, services and equipment provided to users thereof, and to condition such use on compliance with certain general terms and conditions, as specified in the attached Exhibit ((VII)) I entitled "((1998)) Seattle Center Schedule of License Fees and Terms and Conditions," and in the attached Exhibits ((VIII-A through VIII-D)) II-A through II-C labelled "Facility License Fee Schedule." ((On and after July 1, 1998, the license fees for non-profit performing arts events shall be as specified in Exhibit II-D.))


Section 2. Exhibits III and IV-A through IV-E hereto show, by strikeout and underline, the changes being made or that have been made in the General Terms and Conditions and Facility License Fee Schedules, respectively.

Section 3. Any act consistent with the authority, but prior to the effective date of this ordinance is hereby ratified and confirmed.

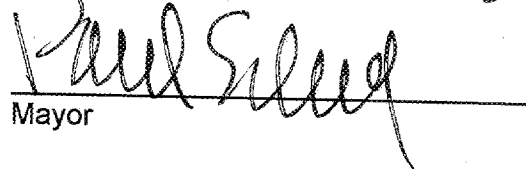


1           **Section 4.** This ordinance shall take effect and be in force thirty (30) days from and  
2 after its approval by the Mayor, but if not approved and returned by the Mayor within ten  
3 (10) days after presentation, it shall take effect as provided by Municipal Code Section  
4 1.04.020.  
5

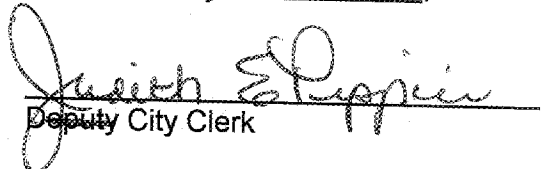
6 Passed by the City Council the 23<sup>rd</sup> day of November, 1998, and signed  
7 by me in open session in authentication of its passage this 23<sup>rd</sup> day of  
8 November, 1998.  
9

10   
11 President of the City Council

12 Approved by me this 2nd day of December, 1998

13   
14 Mayor

15  
16 Filed by me this 2nd day of December, 1997

17   
18 Deputy City Clerk

19 (Seal)  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Seattle Center Schedule of License Fees and Terms and Conditions**

**GENERAL TERMS AND CONDITIONS**  
**Effective January 1, 1999**

**1. DEFINITIONS**

- a. "Event" means the purpose for which the facility use has been licensed such as a meeting, show, competition, performance, etc., and shall include all related Activities such as Move-In/Move-Out, rehearsal, practice, and subevents.
- b. "Activity" means a sub-event of the Event.
- c. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the attendance capacity at the Event's principal Activity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or private meeting or convention.
- d. "Nonprofit Performing Arts Event" means any Event held in the Opera House or Opera House Rehearsal Hall pursuant to a license for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended; or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts.
- e. "Government Agency Event" means any Event for which the facility is licensed by an agency of the federal government; State of Washington; any municipal corporation or other special or general purpose unit of local government in the State of Washington; or any legally constituted public governing body with multijurisdictional authority, one jurisdiction of which is within the State of Washington; or any quasi-governmental entity or company created solely for conducting business of one or more of such government entities identified herein and subject solely to the rules and regulations thereof.
- f. "Standard Event" means any Event that does not qualify as a Spectator Event, Nonprofit Performing Arts Event or Government Agency Event.
- g. "Major Facility" means the KeyArena, Mercer Arena, Opera House or Exhibition Hall.
- h. "Director" means the Seattle Center Director or such official's designee.

**2. ACTIVITY PERIODS**

- a. "Activity Period" is the time specified in the Licensing Agreement or any of its endorsements as the inclusive times for Licensee's use of a specified facility on a specified day, including any portion of the immediately following day into which the inclusive time extends, as designated in the Licensing Agreement. A license fee applies individually to each Activity Period.
- b. The hours between Activity Periods on two or more consecutive days shall be hours when neither the Licensee nor the Licensee's subcontractors will have the right to use the facility; provided, that during these non-Activity Period hours, Licensee shall have the right to leave equipment and decorations in the facility at no additional cost to the Licensee.
- c. A "Standard Activity Period" shall consist of the hours between 6:00am and 12:00 Midnight; provided, that for concerts in a major facility or for family shows in the KeyArena or Mercer Arena, these hours shall be between 4:00am of the day of the concert or family show and 4:00am of the day immediately following the concert or family show.

- d. The City may authorize a Licensee's use of a facility for the hours immediately prior to or immediately following such Standard Activity Period conditioned on facility availability and staff availability to provide service; such hours will be subject to additional overtime service charges for Seattle Center staff as identified in the Seattle Center Personnel Rates Addendum attached to the Licensing Agreement.
- e. On any day of the Event, the Activity Period may include Move-In, the Event, an Activity or Activities, and/or Move-Out at no additional license fee.
- f. The Licensee's Activity Period may be for fewer hours than the Standard Activity Period. In the event a Licensee desires to expand its authorized Activity Period, the City shall authorize the additional hours by means of an endorsement to the Licensing Agreement but only if the City, subsequent to entering into the Agreement with the Licensee, has not agreed to make the same facility available for use by another Licensee for the desired period of use and has not scheduled the facility for operational maintenance work. Such additional use will be allowed without payment of an additional license fee if such hours are within the Standard Activity Period as defined in Section 2.c, but otherwise, only if the Licensee commits to pay the additional staffing charges.
- g. If a Major Facility, the Flag Pavilion or the Seattle Center Pavilion is not scheduled for use by another client, and it is deemed to be in the best interest of the City to do so, the Director, at 30 or fewer days prior to the date of an Event, may expand the Activity Period of such Event to include one day prior to the Event and/or one day following the Event at no additional license fee if the Licensee's use in such additional day(s) is solely for the purpose of Move-In before the Event or Move-Out following the Event. The Director may make such an extension at fourteen or fewer days prior to an Event in any facility other than a Major Facility, the Flag Pavilion or the Seattle Center Pavilion.

### 3. LICENSE FEE PAYMENTS

- a. License fee payments shall be due in full upon execution and delivery of the Licensing Agreement except as provided in the remainder of this subsection:
  - (1) A Government Agency may submit a purchase order with the executed Licensing Agreement and shall be invoiced for all charges following the Event.
  - (2) The Director may establish a payment schedule related to groups of performance dates and related Activities, such as rehearsal and Move-In/Move-Out dates for Nonprofit Performing Arts Events as part of the Licensing Agreement for such an organization's season of performances.
  - (3) The Director, at such official's discretion, may accept a non-refundable deposit on the execution of the Licensing Agreement in lieu of full payment at that time; Provided, that such Agreement shall require the Licensee to make installment payments by certain dates scheduled to ensure that:
    - i) for any Nonprofit Performing Arts Event, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the license fee on a date at least 30 days prior to the first date of the Event; or
    - ii) for any Spectator Event, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the minimum license fee on a date at least 30 days prior to the first date of the Event unless otherwise provided for in the Licensing Agreement but no later than the first day of the performance; or
    - iii) for any Event that does not qualify as a Government Agency Event and does not qualify under i) or ii) herein, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the license fee on a date at least 60 days prior to the first date of the Event.
  - (4) The Director may establish payment due dates closer to the initial Activity Period of an Event start date based on the Licensee's past satisfaction of financial obligations to Seattle Center.
  - (5) The Director, at such official's discretion, shall set the amount of the non-refundable deposit at no less than \$200 and no more than 50% of the license fee.

- b. License fees shall be at the rates and footnoted conditions specified in the attached License Fee Schedules, subject to the exceptions described in Sections 9 and 10 hereof.

#### **4. CONTINGENCY DEPOSIT**

A contingency deposit separate from the non-refundable license fee deposit contemplated in Section 3 hereof may be required to cover some portion of the estimated labor, parking fees, equipment, service, damage, or any other incidental charges anticipated to be incurred during the Event, or as a partial security for payment in full of all Event-related expenses. Any portion of the contingency deposit not credited against fees and charges payable by the Licensee will be refunded. The amount of the contingency fee shall be determined by the Director based on equipment and service needs anticipated for the Event and on the Licensee's previous payment record.

#### **5. CANCELLATION FEES AND TRANSFER CHARGES**

- a. If a Spectator or Standard Event or Activity Period thereof scheduled in a Major Facility, the Flag Pavilion or the Seattle Center Pavilion is canceled six or fewer months (as used herein, calculated to the same date of the month that precedes the first date of the Event by six months) prior to the first date of such Event, a cancellation fee shall be imposed as follows:
- the fee for canceling the entire Event shall be 100% of the paid license fees;
  - the fee for canceling one or more Activity Period but less than the entire Event shall be the aggregate portion of the paid license fee that equals the percentage of the license fee for the entire Event (including the canceled Activity Periods) that was charged for the canceled Activity Periods. If such cancellation occurs more than six months prior to the first date of the Event, the City shall credit to the Licensee that portion of the paid license fees that exceeds the aggregate amount paid as a non-refundable license fee deposit with respect to such Event or Activity Period(s), as applicable.
- b. If any Activity Period of a Spectator or Standard Event scheduled in the Opera House Rehearsal Hall or in any of the rooms of the Conference Center, Mercer Forum, or Northwest Rooms is canceled more than 60 days prior to the first date of such Event, the City shall credit to the Licensee that portion of the paid license fee that exceeds any amount paid as a non-refundable license fee deposit for that Activity period as determined pursuant to Section 5.e herein, but if such cancellation occurs closer to the first date of the Event, 100% of paid license fee shall become a cancellation fee and shall not be credited.
- c. If a Nonprofit Performing Arts Event or Activity Period thereof is canceled more than 30 days prior to the Event, the City shall credit the Licensee that portion of the paid license fees that exceeds any amount paid as a non-refundable license fee deposit, but if such cancellation occurs closer to the first date of the Event, the Licensee shall owe the City a cancellation fee equal to 100% of the applicable license fee, and the City shall apply as a credit against such cancellation fee, the amount paid by the Licensee as a license fee deposit or that portion thereof applicable to the canceled Activity Period, and shall invoice the Licensee for the remainder of such cancellation fee that may be due and owing.
- d. If a Government Agency Event or Activity Period thereof is canceled 6 or fewer months prior to the first date of such Event, the Licensee shall be subject to a cancellation fee of 10% of the license fee for that canceled Event or Activity Period; if such Event or Activity Period is canceled 60 or fewer days prior to the first date of that Event, the Licensee shall be subject to a cancellation fee of 50% of the license fee for the canceled Event or Activity Period; Provided, that the Director may waive this cancellation fee in circumstances where such cancellation was a consequence of condition(s) beyond the reasonable control of the Licensee.
- e. Any non-refundable License Fee deposit accepted by the Director pursuant to Subsection 3. a (iii) shall be forfeited by Licensee's canceling an Event. For each Activity Period of an Event that is canceled, that proportion of the deposit that is equal to the proportion of the total license fee that the license fee for that Activity Period represented, shall be forfeited; Provided, that the Director, at such official's discretion, may credit such deposit or a portion thereof, in circumstances where such cancellation

was a consequence of condition(s) beyond the reasonable control of the Licensee; or if the canceled facility is subsequently licensed to a third party.

- f. Deposits or paid fees for a Spectator Event or a Nonprofit Performing Arts Event may be transferred for that same act to an alternate date or facility at no additional license fee, so long as the facility is available for use on such alternate date. In the case that a significant number of Seattle Center staff hours were expended to facilitate production of the Event for the first licensed date, the Director may assess an administrative charge for such transfer that is no more than 10% of the original license fee.
- g. For an Event that does not qualify as a Spectator Event or a Nonprofit Performing Arts Event, deposits or paid fees for such Event are transferable for the same Event to an alternate date or facility provided such date and facility are available for use and such alternate date is more than 10 days from the date on which the request to change such date is made, and fewer than 30 days from the original date of the Event. Such transfer shall be subject to a service fee equal to 10% of the license fee for the originally licensed facility and date.

## **6. INCLUDED SERVICES**

Post-Activity related cleaning shall be required between each of two or more performances on a single day if it is anticipated by the Director that event debris will be sufficient to detract from the standard of appearance sought by Seattle Center for its facilities when open to the public or when such debris is considered a potential safety hazard to invitees to the facility. Post-Activity at an additional charge may be requested by the Licensee in connection with Activities for which the Director does not require such cleaning. In either instance, the post-Activity related cleaning charge shall be \$2,000 for each such cleaning in the KeyArena, \$1,500 for the Mercer Arena, \$1,000 for each the Opera House and half of the Mercer Arena, and \$500 for the Exhibition Hall.

Certain services will be provided by Seattle Center on the day(s) of the Event in consideration of payment of applicable license fees. These services are listed in the applicable standardized Facility Servicing Addenda attached to the Licensing Agreement.

Certain other services may be required or made available for an additional charge as described in Equipment and Services Addenda attached to the Licensing Agreement. The charges in these Addenda shall be based on the Director's assessment of reasonable costs to the Department of buying, maintaining and replacing equipment and of supplying services.

## **7. BROADCAST FEES**

The Licensee may take photographs, broadcast a performance live, or make video or audio recordings at a performance in a Seattle Center facility only after obtaining written approval from the Director, which approval may be subject to a special fee or provision requiring Licensee to provide a service such as free advertising for Seattle Center in conjunction with the Event, such terms to be negotiated by the Director.

## **8. PROGRAM AND NOVELTY SALES, FOOD AND BEVERAGE SALES**

- a. For sales of programs, novelties and other merchandise (excluding food and beverages) in the KeyArena, the Mercer Arena and the Opera House, the Director shall require the Licensee to use the services of the official Seattle Center concessionaire for that Facility; Provided, that the Director may grant in writing, to certain long term and resident Licensees as specified in the Agreement between the City and the concessionaire, approval to conduct such sales under terms and conditions negotiated between the Director and the Licensee.

For sales of programs, novelties and other merchandise, (excluding food and beverages) in facilities other than the KeyArena, Opera House and Mercer Arena, for which Gross Receipts exceed \$500, the Licensee shall pay the City such amount as is agreed upon with the Director but in no case less than 7% of the Gross Receipts; provided, this fee shall be waived for any Licensee that is a nonprofit organization currently exempted by the United States of America from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended.



- b. For sales of food and beverages the Director, at such official's discretion, may require Licensee to use the services of the official Seattle Center concessionaire. Alternatively, the Director may grant Licensee in writing approval to use another food and beverage concessionaire, for which Licensee shall pay the City an amount agreed upon between both parties to the Agreement but in no case less than 15% of the Gross Receipts from such sales.
- c. The term "Gross Receipts", as used herein, shall mean the total income of Licensee and Licensee's sublicensees conducting business in, on or from the licensed facility(ies) including but not limited to the proceeds from all retail and wholesale sales of food, beverage, programs, novelties and services of any kind whatsoever, for cash, barter, exchange or credit, regardless of collections; sales from vending devices; mail or telephone orders received or filled on or from the licensed facility(ies); all deposits not refunded to purchasers; orders taken although filled elsewhere; fees; commissions; catalog sales; and, unless expressly excluded or limited by the Director after the Licensee's full disclosure to Director, in writing, of the terms and conditions of each "trade-out" that has been granted by Licensee and its sublicensees to any third party in connection with the services and activities contemplated under such facility(ies) license, the value of each such "trade-out" as reasonably determined by the Director. An installment or credit sale shall be deemed to have been made for the full price on the date of sale regardless of when payment is received. The term "gross receipts" does not mean or include the amount of money refunded to, and not merely credited to the account of, customers who return or do not accept merchandise and service sold by Licensee or Licensee's sublicensee; any exchange of merchandise between stores or the central warehouses of the Licensee or Licensee's sublicensee where such exchange is made solely for the convenient operation of the Licensee's or Licensee's sublicensee's business and not for the purpose of consummating a sale made in, on or from the licensed facility(ies); returns to shippers or manufacturers; any discount allowed by the Licensee or Licensee's sublicensee to customers; and the Washington State Sales Tax.

## 9. OTHER FEES

- a. MISCELLANEOUS EVENT SITES: License fees for the occasional or short term use of miscellaneous facilities, Center House, Seattle Center Grounds, areas or facilities not specifically designated or covered elsewhere in this schedule or for minor parts of facilities covered elsewhere in this schedule, such as the Opera House Lobby, the KeyArena Green Club and the Exhibition Hall Box Office (as examples only), may be negotiated by the Director.
- b. Within the priorities established by the Director for the booking of any Seattle Center facility, the Director may include an option for the assessment of additional license fees, in an amount determined by the Director, in order for an event to obtain a higher booking priority position, which determination shall be guided by sound business practice and competition for the event.

## 10. SPECIAL CONDITIONS

- a. For facilities used for public Events that are scheduled through the Mayor's Office or City Council or for Events declared a City priority by the Mayor's Office or a City Council Member, or for meetings scheduled for the Seattle Police Department unit located at Seattle Center, the Director may waive the license fee.
- b. For Seattle Center Productions, the Director, at such official's discretion, may waive or reduce the established license fees. "Seattle Center Production" means any production sponsored entirely, or in part, by the Seattle Center Department in any Seattle Center facility or on the Seattle Center grounds.
- c. To meet the diversity of event type desired for Seattle Center and to be competitive in the marketplace, the Director may reduce or waive license fees and service and equipment rates, for Family Shows, multiple performances of a Spectator Event that is a concert or professional Sporting Event, and multiple performances of a Spectator Event that is an amateur Sporting Event and for multiple dates from a single promoter for separate performances of Spectator Events in a Major Facility; provided that each License Agreement for an Event shall impose, in the aggregate, fees and charges

equal to at least the following percentages of the Seattle Center's projected direct expenses associated with the Event(s):

- for Family Shows: 60%
- for concerts and professional Sporting Events: 100%
- for amateur Sporting Events: 70%

The term "Family Show" as used herein shall mean any circus, ice show, children's entertainment show or any like show that is targeted to family audiences, but does not include any Sporting Event. The term "Sporting Event" as used herein shall mean an athletic competition or exhibition.

- d. For Spectator Events, the Director at such official's discretion, may establish a maximum single performance license fee in order to negotiate a competitive offer, and at an amount based on sound business practice, which amount shall in no case be less than the minimum required herein.
- e. In negotiating License Agreements in their entirety, the Director may, at such official's discretion, in order to arrive at a competitive offer, and in keeping with sound business practice, combine license fees with any other type of Seattle Center fee or charge for an "All In" deal, provided that such All In deal will impose a fee no less than the minimum requirements established herein.
- f. Rebate Programs shall apply to any Licensee that presents one or more Spectator Events, at least one of which is a concert, in the KeyArena or Mercer Arena. The rebate amount due to a Licensee is computed by totaling the amounts earned at each incremental level of license fees paid to the City during the calendar year. The rebate amount will be calculated and remitted to the Licensee after January 1st of the year following such Spectator Events. For the purpose of calculating license fees for All In deals, the non-license fee charges which would normally be assessed shall be backed out of the total fees, and the remainder shall be counted as the license fee.

KeyArena Rebate Program

For the following portion of the total license fees paid for KeyArena in a calendar year,

the following percentage of that portion is rebated to the promoter

\$0.01-\$35,000.00	No Rebate
\$35,000.01--\$65,000.00	6%
\$65,000.01-\$90,000.00	9%
\$90,000.01-\$110,000.00	13%
\$110,000.01-\$130,000.00	18%
\$130,000.01-\$150,000.00	24%
\$150,000.01-\$170,000.00	31%
\$170,000.01-\$190,000.00	39%
\$190,000.01 and up, license fees paid	48%

Plus, \$1,500.00 per Spectator Event for each Spectator Event held during the summer season.

Combined Rebate Program

Any Licensee that presents one or more Spectator Events, at least one of which is a concert, in either the Mercer Arena alone, or in both the Mercer Arena and KeyArena, is eligible for the Combined Rebate program. For each two Mercer Arena Events included in the Combined Rebate Program only one KeyArena event shall be included. A particular KeyArena Event may not be counted in both Rebate Programs. Any KeyArena Event which is eligible for inclusion in either Program will be counted in the Program which will yield the highest return to the Promoter.

For the following total license fees paid in a calendar year,

the following percentage is rebated to the promoter

\$0.01-30,000.00 license fees paid	No Rebate	
\$30,000.01-45,000.00 license fees paid	5%	of total license fees paid
\$45,000.01-60,000.00 license fees paid	7%	of increment
\$60,000.01-75,000.00 license fees paid	9%	of increment
\$75,000.01-90,000.00 license fees paid	13%	of increment

\$90,000.01-105,000.00 license fees paid	18%	of increment
\$105,000.01-and up, license fees paid	24%	of increment

- g. If in the opinion of the Director it is unlikely that the KeyArena suiteholder guarantee of 125 performances will be met, the Director may waive or reduce any fees to provide an incentive for a promoter to use the KeyArena for an event which may be counted as a suiteholder event, if in such official's discretion, it is in the best interest of the City to do so.
- h. Any Licensee producing a Spectator Event in the Exhibition Hall shall be granted free use of Mercer Forum Room V, VI, VII or VIII, for each day of the Spectator Event, subject to availability as determined by the Director.
- i. The Director, at such official's discretion, and in order to maintain the goodwill of established customers, may negotiate or otherwise enter into special agreements to reduce facility license fees up to 50% of established fees when the facility of choice is temporarily unavailable due to a competing City priority. Such license fee reduction shall be provided only when the Licensee has established a known pattern of Seattle Center facility use that demonstrates its ongoing commitment to the use of the temporarily unavailable facility, and in the opinion of the Director it is in the best interest of the City to maintain that relationship.
- j. For each seven consecutive day period that a facility other than a Major Facility is licensed for any Event other than Move-In/Out, use on the seventh day will be at no license fee.
- k. The Director, at such official's discretion, may waive license fees in exchange, in whole or in part, for tickets and marketing or promotional services of equal or greater value.

#### 11. LATE PAYMENT CHARGES

Late payment charges will be assessed at the rate of 1.5% per month on outstanding accounts except in extraordinary circumstance as determined by the Director. Additionally, each month that an outstanding amount remains, an administrative fee of \$50.00 or such greater amount as shall be established by ordinance, may be assessed at the time of invoicing that amount.

#### 12. REFUNDS

The Director may refund license fees and waive any fees or charges in whole or in part at such official's discretion, upon failure of Seattle Center to meet standard service obligations or as compensation for interruption of an Event due to extraordinary circumstances.

#### 13. DIRECTOR AUTHORITY

The Director shall have the authority to prepare facility license agreements with the guidance of the Law Department or Risk Manager and in accordance with all applicable City of Seattle ordinances, in any format considered appropriate by such official.

FACILITY LICENSE FEE SCHEDULE - STANDARD & GOVERNMENT AGENCY EVENTS<sup>1</sup>  
Effective January 1, 1999

Facility	1999 License Fee	Move-In/Out per day		2000 License Fee	Move-In/Out per day	
		First Day Only	2nd & Each Additional Day		First Day Only	2nd & Each Additional Day
KeyArena						
Full House	\$20,000 <sup>4</sup>	\$7,000	\$20,000	\$20,000 <sup>4</sup>	\$7,000	\$20,000
Lower Bowl Only	\$10,000 <sup>5</sup>	\$5,000	\$10,000	\$10,000 <sup>5</sup>	\$5,000	\$10,000

Facility	1999 License Fee	Move-In/Out per day			2000 License Fee	Move-In/Out per day		
		Each Day up to 2 Days	Special <sup>3</sup>	3rd & Each Additional Day		Each Day up to 2 Days	Special <sup>3</sup>	3rd & Each Additional Day
Mercer Arena	\$ 3,200	\$1,600	\$800	\$ 3,200	\$ 3,200	\$1,600	\$800	\$ 3,200
1/2 Mercer Arena	1,800	900	450	1,800	1,800	900	450	1,800
Exhibition Hall	2,800	1,400	700	2,800	3,000	1,500	750	3,000
Opera House	3,500	1,750	875	3,500	3,500	1,750	875	3,500
Rehearsal Hall	230	230	230	230	250	250	250	250
Flag Pavilion	750	375	190	750	750	375	190	750
Room A	500	250	125	500	500	250	125	500
Room B	250	125	65	250	250	125	65	250
Conference Center	685	345	80	685	685	345	80	685
Room A	200	10	50	200	200	10	50	200
Room B	120	60	30	120	120	60	30	120
Room F	120	60	30	120	120	60	30	120
Room G	120	60	30	120	120	60	30	120
Room H	200	10	50	200	200	10	50	200
Mercer Forum <sup>7</sup>	1,350	675	340	1,350	1,350	675	340	1,350
Room I	170	85	45	170	170	85	45	170
Room II	180	90	45	180	180	90	45	180
Room III	160	80	40	160	160	80	40	160
Room IV	170	85	45	170	170	85	45	170
Room V	170	85	45	170	170	85	45	170
Room VI	180	90	45	180	180	90	45	180
Room VII	170	85	45	170	170	85	45	170
Room VIII	160	80	40	160	160	80	40	160
Mercer Forum <sup>8</sup>	1,600	800	400	1,600	1,600	800	400	1,600
Room I	230	115	60	230	170	115	60	170
Room II	250	125	65	250	180	125	65	180
Room III	200	100	50	200	160	100	50	160
Room IV	230	115	60	230	170	115	60	170
Room V	230	115	60	230	170	115	60	170
Room VI	250	125	65	250	180	125	65	180
Room VII	230	115	60	230	170	115	60	170
Room VIII	200	100	50	200	160	100	50	160
Northwest Rooms	1,860	930	465	1,860	2,250	1,125	565	2,250
Alki	380	190	95	380	450	225	115	450
Olympic	290	145	75	290	350	175	65	350
Rainier	380	190	95	380	450	225	115	450
San Juan	640	320	160	640	770	365	185	770
Orcas <sup>6</sup>	90	45	25	90	110	55	30	110
Lopez	220	110	55	220	270	135	70	270
Fidalgo	160	80	40	160	200	100	50	200
Shaw	170	85	45	170	210	105	55	210
Snoqualmie	380	190	95	380	450	225	115	450
Seattle Center	1,250	625	315	1,250	1,250	625	315	1,250
Pavilion								
Room A	1,000	500	250	1,000	1,000	500	250	1,000
Room B	500	250	125	500	500	250	125	500



**FOOTNOTES:**

1. License Fee Schedule - Standard Events and Government Agency Events License Fees apply to any Event that does not qualify as:
  - a Spectator Event (an Event in the KeyArena, Mercer Arena, Exhibition Hall or Opera House at which 90% of attendees are ticketed; includes concerts with festival or combined seating but excludes trade or consumer shows and conventions), but fees do apply to rooms in facilities other than Spectator Event facilities when used in conjunction with a Spectator Event,
  - a Nonprofit Performing Arts Event held in the Opera House, or Opera House Rehearsal Hall.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above. This fee does not apply in KeyArena.
4. For multiple Event days on which the KeyArena Full House is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$13,000 per day.
5. For multiple Event days on which the KeyArena Lower Bowl Only is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$7,000 per day.
6. No fee applies when Orcas Room is used as foyer for an adjacent room.
7. Rates when Mercer Forum Rooms are rented in conjunction with the Mercer Arena, Opera House or Exhibition Hall.
8. Rates when Mercer Forum Rooms are not rented in conjunction with either the Mercer Arena, Opera House or Exhibition Hall.

Note: The following late scheduling fees may be applied to events scheduled 30 or fewer days prior to the first Activity Period of the Event:

KeyArena, Mercer Arena, and Opera House: \$200;

Flag and Seattle Center Pavilions and Exhibition Hall: \$100;

Northwest, Mercer Forum and Conference Center Rooms and Opera House Rehearsal Hall: \$25.

FACILITY LICENSE FEE SCHEDULE - SPECTATOR EVENTS<sup>1</sup>  
Effective January 1, 1999

FACILITY	LICENSE FEE FOR 1999		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	First Day Only	2nd & Each Additional Day	
KeyArena Full House					
For Concerts	\$15,000 <sup>3</sup>	9%-8% <sup>3</sup>	\$7,000	\$15,000	
For Family Shows and Sporting Events	10,000 <sup>4</sup>	9%-6% <sup>4</sup>	7,000	10,000	
For Other Spectator Events <sup>5</sup>	20,000 <sup>5</sup>	9%-8% <sup>5</sup>	7,000	20,000	
Lower Bowl Only	10,000 <sup>6</sup>	9%-8% <sup>6</sup>	5,000	10,000	
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	Each Day Up to Two Days <sup>7</sup>	Special <sup>8</sup>	3rd and Each Additional Day
Mercer Arena	\$3,200	10%	\$1,600	\$800	\$3,200
1/2 Mercer Arena	1,800	9%	900	450	1,800
Exhibition Hall	2,800	10%	1,400	700	2,800
Opera House	3,000	8%	1,500	750	3,000

FACILITY	LICENSE FEE FOR 2000		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	First Day Only	2nd & Each Additional Day	
KeyArena Full House					
For Concerts	\$15,000 <sup>3</sup>	9%-8% <sup>3</sup>	\$7,000	\$15,000	
For Family Shows and Sporting Events	10,000 <sup>4</sup>	9%-6% <sup>4</sup>	7,000	10,000	
For Other Spectator Events <sup>5</sup>	20,000 <sup>5</sup>	9%-8% <sup>3</sup>	7,000	20,000	
Lower Bowl Only	10,000 <sup>6</sup>	9%-8% <sup>6</sup>	5,000	10,000	
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	Each Day Up to Two Days <sup>7</sup>	Special <sup>8</sup>	3rd and Each Additional Day
Mercer Arena	\$3,200	10%	\$1,600	\$800	\$3,200
1/2 Mercer Arena	1,800	9%	900	450	1,800
Exhibition Hall	3,000	10%	1,500	750	3,000
Opera House	3,000	8%	1,500	750	3,000

**FOOTNOTES:**

1. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the Event's attendance capacity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or convention activity. For Facilities used in conjunction with a Spectator Event, the License Fee rates in the Standard License Fee Schedule apply.
2. "Gross Sales" means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less admission taxes and Washington State Athletic Commission taxes imposed in connection with such Event, as substantiated by a certified box office statement.
3. For Full House Concerts in KeyArena, the license fee for any amount of Gross Sales up to \$150,000 is \$15,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$250,000, the fee is 8% of that amount.
4. For Full House Family Shows and Sporting Events in KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$8,500 for each Activity Period thereafter. For each additional \$100,000 in Gross Sales or portion thereof, the percentage fee rates are: 9%, 8%, and 7%, respectively, and 6% for any Gross Sales in excess of \$400,000.
5. For Other Full House Spectator Events in KeyArena, the license fee for any amount of Gross Sales up to \$200,000 is \$20,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$300,000, the fee is 8% of that amount.
6. For Spectator Events in the Lower Bowl Only of KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$7,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$200,000, the fee is 8% of that amount.
7. "Each Day up to two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following the Event.
8. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 7 above. This fee does not apply in KeyArena.

Note: The following late scheduling fees may be applied to events scheduled 30 or fewer days prior to the first Activity Period of the Event:

KeyArena, Mercer Arena, and Opera House: \$200; Exhibition Hall: \$100.

**FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS<sup>1</sup>**

License Fees for July 1, 1998 - June 30, 1999

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Each Day Over 2 Days	Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>		
Opera House <sup>6</sup>	\$ 2,010	\$ 1,005	\$ 1,005	\$ 505	\$ 2,010	\$ 670
O.H. Rehearsal Hall	180	N/A	N/A	N/A	N/A	N/A

New Fee Schedules Added for July 1, 1999 - June 30, 2001:

License Fees for July 1, 1999 - June 30, 2000

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Each Day Over 2 Days	Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>		
Opera House <sup>6</sup>	\$ 2,100	\$ 1,050	\$ 1,050	\$ 525	\$ 2,100	\$ 700
O.H. Rehearsal Hall	190	N/A	N/A	N/A	N/A	N/A

License Fees for July 1, 2000 - June 30, 2001

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Each Day Over 2 Days	Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>		
Opera House <sup>6</sup>	\$ 2,220	\$ 1,110	\$ 1,110	\$ 555	\$ 2,220	\$ 740
O.H. Rehearsal Hall	200	N/A	N/A	N/A	N/A	N/A

**FOOTNOTES:**

1. "Nonprofit Performing Arts Event" means any Event held in the Opera House, or Opera House Rehearsal Hall which facility(ies) are licensed for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended, or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts. For any other facilities than those shown in this schedule, the license fees in the Standard License Fee Schedule apply to these organizations unless the Event qualifies as a Spectator Event in the KeyArena, Mercer Arena or Exhibition Hall in which instance, the license fees in the Spectator Events License Fee Schedule apply.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above.
4. "Rehearsal" means a rehearsal of a performance, or a recording session done without an audience in attendance. This applies to any such session between the hours of 8:00am and 1:00pm. For rehearsals or recordings with an audience in attendance or conducted in any part before 8:00am or after 1:00pm the performance license fee applies.
5. "School Performance" means a cultural program staged primarily for elementary, middle and high school students between 8:00am and 1:00pm, Monday through Friday, excluding Washington State holidays. The discounted school performance license fee shall be charged whenever the licensed user has booked and the Seattle Center has confirmed the facility for that user's performances that are subject to the regular license fee on the preceding or succeeding days. Regular Nonprofit Performing Arts performance license fees shall apply to all other school performances unless such performances are confirmed less than 90 days in advance of the date of the Event, in which case the School Performance license fees apply.
6. There will be no license fee charged for use of Mercer Forum Rooms I & II when used by the Licensee for pre-performance lectures or seminars scheduled on the same day as a performance scheduled by the Licensee in the Opera House.

Note: A late scheduling fee in the amount of \$200 may be applied to Events scheduled for the Opera House 30 or fewer days prior to the first Activity Period of the Event; for the Opera House Rehearsal Hall the fee is \$25.



**1998 Seattle Center Schedule of License Fees and Terms and Conditions**

**GENERAL TERMS AND CONDITIONS**  
**Effective January 1, 1999**

**1. DEFINITIONS**

- a. "Event" means the purpose for which the facility use has been licensed such as a meeting, show, competition, performance, etc., and shall include all related Activities such as Move-In/Move-Out, rehearsal, practice, and subevents.
- b. "Activity" means a sub-event of the Event.
- c. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the attendance capacity at the Event's principal Activity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or private meeting or convention.
- d. "Nonprofit Performing Arts Event" means any Event held in the Opera House or Opera House Rehearsal Hall pursuant to a license for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended; or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts.
- e. "Government Agency Event" means any Event for which the facility is licensed by an agency of the federal government; State of Washington; any municipal corporation or other special or general purpose unit of local government in the State of Washington; or any legally constituted public governing body with multijurisdictional authority, one jurisdiction of which is within the State of Washington; or any quasi-governmental entity or company created solely for conducting business of one or more of such government entities identified herein and subject solely to the rules and regulations thereof.
- f. "Standard Event" means any Event that does not qualify as a Spectator Event, Nonprofit Performing Arts Event or Government Agency Event.
- g. "Major Facility" means the KeyArena, Mercer Arena, Opera House or Exhibition Hall.
- h. "Director" means the Seattle Center Director or such official's designee.

**2. ACTIVITY PERIODS**

- a. "Activity Period" is the time specified in the Licensing Agreement or any of its endorsements as the inclusive times for Licensee's use of a specified facility on a specified day, including any portion of the immediately following day into which the inclusive time extends, as designated in the Licensing Agreement. A license fee applies individually to each Activity Period.
- b. The hours between Activity Periods on two or more consecutive days shall be hours when neither the Licensee nor the Licensee's subcontractors will have the right to use the facility; provided, that during these non-Activity Period hours, Licensee shall have the right to leave equipment and decorations in the facility at no additional cost to the Licensee.
- c. A "Standard Activity Period" shall consist of the hours between 6:00am and 12:00 Midnight; provided, that for concerts in a major facility or for family shows in the KeyArena or Mercer Arena, these hours shall be between 4:00am of the day of the concert or family show and 4:00am of the day immediately following the concert or family show.

- d. The City may authorize a Licensee's use of a facility for the hours immediately prior to or immediately following such Standard Activity Period conditioned on facility availability and staff availability to provide service; such hours will be subject to additional overtime service charges for Seattle Center staff as identified in the Seattle Center Personnel Rates Addendum attached to the Licensing Agreement.
- e. On any day of the Event, the Activity Period may include Move-In, the Event, an Activity or Activities, and/or Move-Out at no additional license fee.
- f. The Licensee's Activity Period may be for fewer hours than the Standard Activity Period. In the event a Licensee desires to expand its authorized Activity Period, the City shall authorize the additional hours by means of an endorsement to the Licensing Agreement but only if the City, subsequent to entering into the Agreement with the Licensee, has not agreed to make the same facility available for use by another Licensee for the desired period of use and has not scheduled the facility for operational maintenance work. Such additional use will be allowed without payment of an additional license fee if such hours are within the Standard Activity Period as defined in Section 2.c, but otherwise, only if the Licensee commits to pay the additional staffing charges.
- g. If a Major Facility, the Flag Pavilion or the Seattle Center Pavilion is not scheduled for use by another client, and it is deemed to be in the best interest of the City to do so, the Director, at 30 or fewer days prior to the date of an Event, may expand the Activity Period of such Event to include one day prior to the Event and/or one day following the Event at no additional license fee if the Licensee's use in such additional day(s) is solely for the purpose of Move-In before the Event or Move-Out following the Event. The Director may make such an extension at fourteen or fewer days prior to an Event in any facility other than a Major Facility, the Flag Pavilion or the Seattle Center Pavilion.

### 3. LICENSE FEE PAYMENTS

- a. License fee payments shall be due in full upon execution and delivery of the Licensing Agreement except as provided in the remainder of this subsection:
  - (1) A Government Agency may submit a purchase order with the executed Licensing Agreement and shall be invoiced for all charges following the Event.
  - (2) The Director may establish a payment schedule related to groups of performance dates and related Activities, such as rehearsal and Move-In/Move-Out dates for Nonprofit Performing Arts Events as part of the Licensing Agreement for such an organization's season of performances.
  - (3) The Director, at such official's discretion, may accept a non-refundable deposit on the execution of the Licensing Agreement in lieu of full payment at that time; Provided, that such Agreement shall require the Licensee to make installment payments by certain dates scheduled to ensure that:
    - i) for any Nonprofit Performing Arts Event, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the license fee on a date at least 30 days prior to the first date of the Event; or
    - ii) for any Spectator Event, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the minimum license fee on a date at least 30 days prior to the first date of the Event unless otherwise provided for in the Licensing Agreement but no later than the first day of the performance; or
    - iii) for any Event that does not qualify as a Government Agency Event and does not qualify under i) or ii) herein, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the license fee on a date at least 60 days prior to the first date of the Event.
  - (4) The Director may establish payment due dates closer to the initial Activity Period of an Event start date based on the Licensee's past satisfaction of financial obligations to Seattle Center.
  - (5) The Director, at such official's discretion, shall set the amount of the non-refundable deposit at no less than \$200 and no more than 50% of the license fee.

- b. License fees shall be at the rates and footnoted conditions specified in the attached License Fee Schedules, subject to the exceptions described in Sections 9 and 10 hereof.

#### **4. CONTINGENCY DEPOSIT**

A contingency deposit separate from the non-refundable license fee deposit contemplated in Section 3 hereof may be required to cover some portion of the estimated labor, parking fees, equipment, service, damage, or any other incidental charges anticipated to be incurred during the Event, or as a partial security for payment in full of all Event-related expenses. Any portion of the contingency deposit not credited against fees and charges payable by the Licensee will be refunded. The amount of the contingency fee shall be determined by the Director based on equipment and service needs anticipated for the Event and on the Licensee's previous payment record.

#### **5. CANCELLATION FEES AND TRANSFER CHARGES**

- a. If a Spectator or Standard Event or Activity Period thereof scheduled in a Major Facility, the Flag Pavilion or the Seattle Center Pavilion is canceled six or fewer months (as used herein, calculated to the same date of the month that precedes the first date of the Event by six months) prior to the first date of such Event, a cancellation fee shall be imposed as follows:
  - the fee for canceling the entire Event shall be 100% of the paid license fees;
  - the fee for canceling one or more Activity Period but less than the entire Event shall be the aggregate portion of the paid license fee that equals the percentage of the license fee for the entire Event (including the canceled Activity Periods) that was charged for the canceled Activity Periods. If such cancellation occurs more than six months prior to the first date of the Event, the City shall credit to the Licensee that portion of the paid license fees that exceeds the aggregate amount paid as a non-refundable license fee deposit with respect to such Event or Activity Period(s), as applicable.
- b. If any Activity Period of a Spectator or Standard Event scheduled in the Opera House Rehearsal Hall or in any of the rooms of the Conference Center, Mercer Forum, or Northwest Rooms is canceled more than 60 days prior to the first date of such Event, the City shall credit to the Licensee that portion of the paid license fee that exceeds any amount paid as a non-refundable license fee deposit for that Activity period as determined pursuant to Section 5.e herein, but if such cancellation occurs closer to the first date of the Event, 100% of paid license fee shall become a cancellation fee and shall not be credited.
- c. If a Nonprofit Performing Arts Event or Activity Period thereof is canceled more than 30 days prior to the Event, the City shall credit the Licensee that portion of the paid license fees that exceeds any amount paid as a non-refundable license fee deposit, but if such cancellation occurs closer to the first date of the Event, the Licensee shall owe the City a cancellation fee equal to 100% of the applicable license fee, and the City shall apply as a credit against such cancellation fee, the amount paid by the Licensee as a license fee deposit or that portion thereof applicable to the canceled Activity Period, and shall invoice the Licensee for the remainder of such cancellation fee that may be due and owing.
- d. If a Government Agency Event or Activity Period thereof is canceled 6 or fewer months prior to the first date of such Event, the Licensee shall be subject to a cancellation fee of 10% of the license fee for that canceled Event or Activity Period; if such Event or Activity Period is canceled 60 or fewer days prior to the first date of that Event, the Licensee shall be subject to a cancellation fee of 50% of the license fee for the canceled Event or Activity Period; Provided, that the Director may waive this cancellation fee in circumstances where such cancellation was a consequence of condition(s) beyond the reasonable control of the Licensee.
- e. Any non-refundable License Fee deposit accepted by the Director pursuant to Subsection 3. a (iii) shall be forfeited by Licensee's canceling an Event. For each Activity Period of an Event that is canceled, that proportion of the deposit that is equal to the proportion of the total license fee that the license fee for that Activity

Period represented, shall be forfeited; Provided, that the Director, at such official's discretion, may credit such deposit or a portion thereof, in circumstances where such cancellation was a consequence of condition(s) beyond the reasonable control of the Licensee; or if the canceled facility is subsequently licensed to a third party.

- f. Deposits or paid fees for a Spectator Event or a Nonprofit Performing Arts Event may be transferred for that same act to an alternate date or facility at no additional license fee, so long as the facility is available for use on such alternate date. In the case that a significant number of Seattle Center staff hours were expended to facilitate production of the Event for the first licensed date, the Director may assess an administrative charge for such transfer that is no more than 10% of the original license fee.
- g. For an Event that does not qualify as a Spectator Event or a Nonprofit Performing Arts Event, deposits or paid fees for such Event are transferable for the same Event to an alternate date or facility provided such date and facility are available for use and such alternate date is more than 10 days from the date on which the request to change such date is made, and fewer than 30 days from the original date of the Event. Such transfer shall be subject to a service fee equal to 10% of the license fee for the originally licensed facility and date.

## **6. INCLUDED SERVICES**

Post-Activity related cleaning shall be required between each of two or more performances on a single day if it is anticipated by the Director that event debris will be sufficient to detract from the standard of appearance sought by Seattle Center for its facilities when open to the public or when such debris is considered a potential safety hazard to invitees to the facility. Post-Activity at an additional charge may be requested by the Licensee in connection with Activities for which the Director does not require such cleaning. In either instance, the post-Activity related cleaning charge shall be \$2,000 for each such cleaning in the KeyArena, \$1,500 for the Mercer Arena, \$1,000 for each the Opera House and half of the Mercer Arena, and \$500 for the Exhibition Hall.

Certain services will be provided by Seattle Center on the day(s) of the Event in consideration of payment of applicable license fees. These services are listed in the applicable standardized Facility Servicing Addenda attached to the Licensing Agreement.

Certain other services may be required or made available for an additional charge as described in Equipment and Services Addenda attached to the Licensing Agreement. The charges in these Addenda shall be based on the Director's assessment of reasonable costs to the Department of buying, maintaining and replacing equipment and of supplying services.

## **7. BROADCAST FEES**

The Licensee may take photographs, broadcast a performance live, or make video or audio recordings at a performance in a Seattle Center facility only after obtaining written approval from the Director, which approval may be subject to a special fee or provision requiring Licensee to provide a service such as free advertising for Seattle Center in conjunction with the Event, such terms to be negotiated by the Director.

## **8. PROGRAM AND NOVELTY SALES, FOOD AND BEVERAGE SALES**

- Aa. For sales of programs, novelties and other merchandise (excluding food and beverages) in the KeyArena, the Mercer Arena and the Opera House, the Director shall require the Licensee to use the services of the official Seattle Center concessionaire for that Facility; Provided, that the Director may grant in writing, to certain long term and resident Licensees as specified in the Agreement between the City and the concessionaire, approval to conduct such sales under terms and conditions negotiated between the Director and the Licensee.

For sales of programs, novelties and other merchandise, (excluding food and beverages) in facilities other than the KeyArena, Opera House and Mercer Arena, for which Gross Receipts exceed \$500, the Licensee shall pay the City such amount as is agreed upon with the Director but in no case less than 7% of the Gross Receipts; provided, this fee shall be waived for any Licensee that is a nonprofit



organization currently exempted by the United States of America from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended.

- Bb.** For sales of food and beverages the Director, at such official's discretion, may require Licensee to use the services of the official Seattle Center concessionaire. Alternatively, the Director may grant Licensee in writing approval to use another food and beverage concessionaire, for which Licensee shall pay the City an amount agreed upon between both parties to the Agreement but in no case less than 15% of the Gross Receipts from such sales.
- Gc.** The term "Gross Receipts", as used herein, shall mean the total income of Licensee and Licensee's sublicensees conducting business in, on or from the licensed facility(ies) including but not limited to the proceeds from all retail and wholesale sales of food, beverage, programs, novelties and services of any kind whatsoever, for cash, barter, exchange or credit, regardless of collections; sales from vending devices; mail or telephone orders received or filled on or from the licensed facility(ies); all deposits not refunded to purchasers; orders taken although filled elsewhere; fees; commissions; catalog sales; and, unless expressly excluded or limited by the Director after the Licensee's full disclosure to Director, in writing, of the terms and conditions of each "trade-out" that has been granted by Licensee and its sublicensees to any third party in connection with the services and activities contemplated under such facility(ies) license, the value of each such "trade-out" as reasonably determined by the Director. An installment or credit sale shall be deemed to have been made for the full price on the date of sale regardless of when payment is received. The term "gross receipts" does not mean or include the amount of money refunded to, and not merely credited to the account of, customers who return or do not accept merchandise and service sold by Licensee or Licensee's sublicensee; any exchange of merchandise between stores or the central warehouses of the Licensee or Licensee's sublicensee where such exchange is made solely for the convenient operation of the Licensee's or Licensee's sublicensee's business and not for the purpose of consummating a sale made in, on or from the licensed facility(ies); returns to shippers or manufacturers; any discount allowed by the Licensee or Licensee's sublicensee to customers; and the Washington State Sales Tax.

**9. SPECIAL LICENSE OTHER FEES**

- ~~a. MOVE-IN/MOVE-OUT HALF DAYS: If a facility other than the KeyArena is licensed for Move-In purpose for only that portion of the initial day of Move-In between the hours of 1:00pm and Midnight, the Special license fee shall be charged. If a facility other than the KeyArena is licensed for Move-Out purpose for only that portion of the final day of Move-Out between the hours of 6:00am and 12:00 Noon, the Special license fee shall be charged.~~
- ~~b. OPERA HOUSE LOBBY OR FOYER: The foyer or lobby of the Opera House shall be included in the rental of the Opera House theatre. The Opera House foyer or lobby also may be licensed for use separate from the rest of the Opera House, in which case the license fee is \$500.00 for each day of use including Move-In/Out days.~~
- ea. MISCELLANEOUS EVENT SITES:** License fees for the occasional or short term use of miscellaneous facilities, Center House, Seattle Center Grounds, areas or facilities not specifically designated or covered elsewhere in this schedule or for minor parts of facilities covered elsewhere in this schedule, such as the Opera House Lobby, the KeyArena Green Club and the Exhibition Hall Box Office (as examples only), may be negotiated by the Director.
- ~~d. KEYARENA SPECTATOR EVENTS: A Spectator Event in the KeyArena other than a concert, family show or sporting event that is licensed outside of the priorities established by the Director for booking of the KeyArena, shall be subject to additional license fee as determined by the Director which determination shall be guided by the probability, based on industry patterns, that on the specific date requested, the facility, if available, could be rented for an Event with potential for producing greater revenue for the City.~~

- b. Within the priorities established by the Director for the booking of any Seattle Center facility, the Director may include an option for the assessment of additional license fees, in an amount determined by the Director, in order for an event to obtain a higher booking priority position, which determination shall be guided by sound business practice and competition for the event.

- e. ~~ADDITIONAL LICENSE FEE FOR LATE SCHEDULING: For Events scheduled thirty (30) or fewer days prior to the first Activity Period of the Event, an additional license fee may be imposed to offset Seattle Center costs associated with the late scheduling. Such additional fees are as follows:~~

<del>KeyArena, Mercer Arena, and Opera House</del>	<del>\$200.00</del>
<del>Flag and Seattle Center Pavilions and Exhibition Hall</del>	<del>\$100.00</del>
<del>Northwest, Mercer Forum and Conference Center Rooms and Opera House Rehearsal Hall</del>	<del>\$ 25.00</del>

# 10. SPECIAL CONDITIONS

- a. For facilities used for public Events that are scheduled through the Mayor's Office or City Council or for Events declared a City priority by the Mayor's Office or a City Council Member, or for meetings scheduled for the Seattle Police Department unit located at Seattle Center, the Director may waive the license fee.
- b. For Seattle Center Productions, the Director, at such official's discretion, may waive or reduce the established license fees. "Seattle Center Production" means any production sponsored entirely, or in part, by the Seattle Center Department in any Seattle Center facility or on the Seattle Center grounds; ~~provided that such productions shall be permitted in the KeyArena only when produced by Seattle Center to promote Seattle Center or held exclusively for Seattle Center employees.~~
- c. To meet the diversity of event type desired for Seattle Center and to be competitive in the marketplace, the Director may negotiate reduce or waive license fees and service and equipment rates, or waivers for these charges for Family Shows, multiple performances of a Spectator Event that is a concert or professional Sporting Event, and multiple performances of a Spectator Event that is an amateur Sporting Event and for multiple dates from a single promoter for separate performances of Spectator Events in the KeyArena or the Mercer Arena, a Major Facility; provided that the Licensee commits to paying at least 60% of the Seattle Center's projected direct expenses associated with such Event. each License Agreement for an Event shall impose, in the aggregate, fees and charges equal to at least the following percentages of the Seattle Center's projected direct expenses associated with the Event(s):  
for Family Shows: 60%  
for concerts and professional Sporting Events: 100%  
for amateur Sporting Events: 70%

The term "Family Show" as used herein shall mean any circus, ice show, children's entertainment show or any like show that is targeted to family audiences, but does not include any Sporting Event.

- d. ~~For multiple performances of a Spectator Event that is a concert or a professional Sporting Event in the KeyArena, the Mercer Arena, or the Exhibition Hall, the Director, at such official's discretion, may reduce the percentage license fee or minimum license fee for each Activity Period after the first Activity Period and reduce or waive any other type of Seattle Center fee or charge in order to negotiate a competitive offer; provided that each License Agreement for such an Event shall impose, in the aggregate, fees and charges equal to at least 100% of the Seattle Center's projected direct expenses associated with the Event.~~

The term "Sporting Event" as used herein shall mean an athletic competition or exhibition.

- e. ~~For multiple performances of a Spectator Event that is an amateur Sporting Event in the KeyArena, the Mercer Arena or the Exhibition Hall, the Director, at such official's discretion, may reduce the percentage license fee or minimum license fee for each~~

~~performance and reduce or waive any other type of Seattle Center fee or charge provided that each License agreement for such an Event shall impose in the aggregate, fees and charges equal to at least 70% of the Seattle Center's projected direct expenses associated with the Event.~~

- ~~fd.~~ For Spectator Events, the Director at such official's discretion, may establish a maximum single performance license fee of not less than \$35,000 in the KeyArena, \$13,000 in the Mercer Arena, \$9,000 in each the Opera House and half of the Mercer Arena, and \$5,000 in the Exhibition Hall in order to negotiate a competitive offer, and at an amount based on sound business practice, which amount shall in no case be less than the minimum required herein.
- e. In negotiating License Agreements in their entirety, the Director may, at such official's discretion, in order to arrive at a competitive offer, and in keeping with sound business practice, combine license fees with any other type of Seattle Center fee or charge for an "All In" deal, provided that such All In deal will impose a fee no less than the minimum requirements established herein.
- ~~g.~~ A rebate program shall apply to any Licensee that presents one or more concerts in the KeyArena, that are Spectator Events. The rebate amount due to a Licensee is computed by totaling the amounts earned at each incremental level of license fees paid to the City during the calendar year. The rebate amount will be calculated and remitted to the Licensee after January 1st of the year following such concerts.
- f. Rebate Programs shall apply to any Licensee that presents one or more Spectator Events, at least one of which is a concert, in the KeyArena or Mercer Arena. The rebate amount due to a Licensee is computed by totaling the amounts earned at each incremental level of license fees paid to the City during the calendar year. The rebate amount will be calculated and remitted to the Licensee after January 1st of the year following such Spectator Events. For the purpose of calculating license fees for All In deals, the non-license fee charges which would normally be assessed shall be backed out of the total fees, and the remainder shall be counted as the license fee.

#### KeyArena Rebate Program

For the following portion of the total license fees paid for KeyArena in a calendar year,

the following percentage of that portion is rebated to the promoter

\$0.01-\$35,000.00	No Rebate
\$35,000.01--\$65,000.00	6%
\$65,000.01-\$90,000.00	9%
\$90,000.01-\$110,000.00	13%
\$110,000.01-\$130,000.00	18%
	24%
\$130,000.01-\$150,000.00	
\$150,000.01-\$170,000.00	31%
\$170,000.01-\$190,000.00	39%
\$190,000.01 and up, license fees paid	48%

Plus, \$1,500.00 per Spectator Event for each Spectator Event held during the summer season.

#### Combined Rebate Program

Any Licensee that presents one or more Spectator Events, at least one of which is a concert, in either the Mercer Arena alone, or in both the Mercer Arena and KeyArena, is eligible for the Combined Rebate program. For each two Mercer Arena Events included in the Combined Rebate Program only one KeyArena event shall be included. A particular KeyArena Event may not be counted in both Rebate Programs. Any KeyArena Event which is eligible for inclusion in either Program will be counted in the Program which will yield the highest return to the Promoter.

For the following total license fees paid in a calendar year,

the following percentage is rebated to the promoter

<u>\$0.01-30,000.00 license fees paid</u>	<u>No Rebate</u>	
<u>\$30,000.01-45,000.00 license fees paid</u>	<u>5%</u>	<u>of total license fees paid</u>

<u>\$45,000.01-60,000.00 license fees paid</u>	<u>7%</u>	<u>of increment</u>
<u>\$60,000.01-75,000.00 license fees paid</u>	<u>9%</u>	<u>of increment</u>
<u>\$75,000.01-90,000.00 license fees paid</u>	<u>13%</u>	<u>of increment</u>
<u>\$90,000.01-105,000.00 license fees paid</u>	<u>18%</u>	<u>of increment</u>
<u>\$105,000.01-and up, license fees paid</u>	<u>24%</u>	<u>of increment</u>

- g. If in the opinion of the Director it is unlikely that the KeyArena suiteholder guarantee of 125 performances will be met, the Director may waive or reduce any fees to provide an incentive for a promoter to use the KeyArena for an event which may be counted as a suiteholder event, if in such official's discretion, it is in the best interest of the City to do so.
- h. Any Licensee producing a Spectator Event in the Exhibition Hall shall be granted free use of Mercer Forum Room V, VI, VII or VIII, for each day of the Spectator Event, subject to availability as determined by the Director.
- i. The Director, at such official's discretion, and in order to maintain the goodwill of established customers, may negotiate or otherwise enter into special agreements to reduce facility license fees up to 50% of established fees when the facility of choice is temporarily unavailable due to a competing City priority. Such license fee reduction shall be provided only when the Licensee has established a known pattern of Seattle Center facility use that demonstrates its ongoing commitment to the use of the temporarily unavailable facility, and in the opinion of the Director it is in the best interest of the City to maintain that relationship.
- j. For each seven consecutive day period that a facility other than a Major Facility is licensed for any Event other than Move-In/Out, use on the seventh day will be at no license fee.
- k. The Director, at such official's discretion, may waive license fees in exchange, in whole or in part, for tickets and marketing or promotional services of equal or greater value.
- l. ~~The Director, at such official's discretion, may waive any fees or charges in consideration for the Licensee's donation to the Seattle Center Foundation for the benefit of the Seattle Center, of an amount equal to or greater than the waived fees and charges.~~

#### 11. LATE PAYMENT CHARGES

Late payment charges will be assessed at the rate of 1.5% per month on outstanding accounts except in extraordinary circumstance as determined by the Director. Additionally, each month that an outstanding amount remains, an administrative fee of \$50.00 or such greater amount as shall be established by ordinance, ~~shall~~ may be assessed at the time of invoicing that amount.

#### 12. REFUNDS

The Director may refund license fees and waive any fees or charges in whole or in part at such official's discretion, upon failure of Seattle Center to meet standard service obligations or as compensation for interruption of an Event due to extraordinary circumstances.

#### 13. DIRECTOR AUTHORITY

The Director shall have the authority to prepare facility license agreements with the guidance of the Law Department or Risk Manager and in accordance with all applicable City of Seattle ordinances, in any format considered appropriate by such official.



FACILITY LICENSE FEE SCHEDULE - STANDARD<sup>1</sup> & GOVERNMENT AGENCY EVENTS<sup>1</sup>  
Effective January 1, 1998~~1999~~

Facility	1999 License Fee	Move-In/Out per day		2000 License Fee	Move-In/Out per day	
		First Day Only	2nd & Each Additional Day		First Day Only	2nd & Each Additional Day
KeyArena						
Full House	\$20,000 <sup>4</sup>	\$7,000	\$20,000	\$20,000 <sup>4</sup>	\$7,000	\$20,000
Lower Bowl Only	\$10,000 <sup>5</sup>	\$5,000	\$10,000	\$10,000 <sup>5</sup>	\$5,000	\$10,000

Facility	1999 License Fee	Move-In/Out per day			2000 License Fee	Move-In/Out per day		
		One-Day-Only Each Day up to 2 Days <sup>2</sup>	Special <sup>3</sup>	3rd & Each Additional Day		One-Day-Only Each Day up to 2 Days <sup>2</sup>	Special <sup>3</sup>	3rd & Each Additional Day
Mercer Arena	\$ 3,000	\$1,500	\$750	\$ 3,000	\$ 3,000	\$1,500	\$750	\$ 3,000
	3,200	1,600	800	3,200	3,200	1,600	800	3,200
1/2 Mercer Arena	1,600	800	400	1,600	1,600	800	400	1,600
	1,800	900	450	1,800	1,800	900	450	1,800
Exhibition Hall	2,600	1,300	650	2,600	2,600	1,300	650	2,600
	2,800	1,400	700	2,800	3,000	1,500	750	3,000
Opera House	3,500	1,750	875	3,500	3,500	1,750	875	3,500
Rehearsal Hall	230	230	230	230	250	250	250	250
Flag Pavilion	750	375	190	750	750	375	190	750
Room A	500	250	125	500	500	250	125	500
Room B	250	125	65	250	250	125	65	250
Conference Center	685	345	80	685	685	345	80	685
Room A	200	10	50	200	200	10	50	200
Room B	120	60	30	120	120	60	30	120
Room F	120	60	30	120	120	60	30	120
Room G	120	60	30	120	120	60	30	120
Room H	200	10	50	200	200	10	50	200
Mercer Forum <sup>7</sup>	1,350	675	340	1,350	1,350	675	340	1,350
Room I	170	85	45	170	170	85	45	170
Room II	180	90	45	180	180	90	45	180
Room III	160	80	40	160	160	80	40	160
Room IV	170	85	45	170	170	85	45	170
Room V	170	85	45	170	170	85	45	170
Room VI	180	90	45	180	180	90	45	180
Room VII	170	85	45	170	170	85	45	170
Room VIII	160	80	40	160	160	80	40	160
Mercer Forum <sup>8</sup>	1,600	800	400	1,600	1,600	800	400	1,600
Room I	230	115	60	230	170	115	60	170
Room II	250	125	65	250	180	125	65	180
Room III	200	100	50	200	160	100	50	160
Room IV	230	115	60	230	170	115	60	170
Room V	230	115	60	230	170	115	60	170
Room VI	250	125	65	250	180	125	65	180
Room VII	230	115	60	230	170	115	60	170
Room VIII	200	100	50	200	160	100	50	160
Northwest Rooms	1,860	930	465	1,860	1,860	930	465	1,860
				2,250		1,125	565	2,250
Alki	380	190	95	380	380	190	95	380
				450		225	115	450
Olympic	290	145	75	290	290	145	75	290
				350		175	65	350
Rainier	380	190	95	380	380	190	95	380
				450		225	115	450
San Juan	640	320	160	640	640	320	160	640
				770		365	185	770
Orcas <sup>6</sup>	90	45	25	90	90	45	25	90
				110		55	30	110
Lopez	220	110	55	220	220	110	55	220
				270		135	70	270
Fidalgo	160	80	40	160	160	80	40	160
				200		100	50	200
Shaw	170	85	45	170	170	85	45	170
				210		105	55	210
Snoqualmie	380	190	95	380	380	190	95	380
				450		225	115	450
Seattle Center Pavilion	1,250	625	315	1,250	1,250	625	315	1,250
Room A	1,000	500	250	1,000	1,000	500	250	1,000
Room B	500	250	125	500	500	250	125	500

**FOOTNOTES:**

1. License Fee Schedule - Standard Events and Government Agency Events License Fees apply applies to any Event that does not qualify as:
  - ~~— a Government Agency Event,~~
  - a Spectator Event (an Event in the KeyArena, Mercer Arena, Exhibition Hall or Opera House at which 90% of attendees are ticketed; includes concerts with festival or combined seating but excludes trade or consumer shows and conventions), but fees do apply to rooms in facilities other than Spectator Event facilities when used in conjunction with a Spectator Event,
  - a Nonprofit Performing Arts Event held in the Opera House, or Opera House Rehearsal Hall.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above. This fee does not apply in KeyArena.
4. For multiple Event days on which the KeyArena Full House is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$13,000 per day.
5. For multiple Event days on which the KeyArena Lower Bowl Only is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$7,000 per day.
6. No fee applies when Orcas Room is used as foyer for an adjacent room.
7. Rates when Mercer Forum Rooms are rented in conjunction with the Mercer Arena, Opera House or Exhibition Hall.
8. Rates when Mercer Forum Rooms are not rented in conjunction with the Mercer Arena, Opera House or Exhibition Hall.

Note: The following late scheduling fees apply may be applied to events scheduled 30 or fewer days prior to the event start date first Activity Period of the Event:

KeyArena, Mercer Arena, and Opera House: \$200;

Flag and Seattle Center Pavilions and Exhibition Hall: \$100;

Northwest, Mercer Forum and Conference Center Rooms and Opera House Rehearsal Hall: \$25.

FACILITY LICENSE FEE SCHEDULE – NONPROFIT PERFORMING ARTS EVENTS<sup>1</sup>  
Effective July 1, 1997

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Rehearsals <sup>4</sup>	
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>	Each Day Over 2 Days	Other Than Perf Day
Opera House <sup>6</sup>	\$1,020	\$960	\$960	\$480	\$1,020	\$640
O.H. Rehearsal Hall	170	N/A	N/A	N/A	N/A	N/A

FOOTNOTES:

1. "Nonprofit Performing Arts Event" means any Event held in the Opera House, or Opera House Rehearsal Hall which facility(ies) are licensed for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended, or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts. For any other facilities than those shown in this schedule, the license fees in the Standard License Fee Schedule apply to these organizations unless the Event qualifies as a Spectator Event in the Key Arena, Mercer Arena or Exhibition Hall in which instance, the license fees in the Spectator Events License Fee Schedule apply.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above.
4. "Rehearsal" means a rehearsal of a performance, or a recording session done without an audience in attendance. This applies to any such session between the hours of 8:00am and 1:00pm. For rehearsals or recordings with an audience in attendance or conducted in any part before 8:00am or after 1:00pm the performance license fee applies.
5. "School Performance" means a cultural program staged primarily for elementary, middle and high school students between 8:00am and 1:00pm, Monday through Friday, excluding Washington State holidays. The discounted school performance license fee shall be charged whenever the licensed user has booked and the Seattle Center has confirmed the facility for that user's performances that are subject to the regular license fee on the preceding or succeeding days. Regular Nonprofit Performing Arts performance license fees shall apply to all other school performances unless such performances are confirmed less than 90 days in advance of the date of the Event, in which case the School Performance license fees apply.
6. There will be no license fee charged for use of Mercer Forum Rooms I & II when used by the Licensee for pre-performance lectures or seminars scheduled on the same day as a performance scheduled by the Licensee in the Opera House.

Note: A late scheduling fee in the amount of \$200 applies to Events scheduled for the Opera House 30 or fewer days prior to the Event start date; for the Opera House Rehearsal Hall the fee is \$25.

FACILITY LICENSE FEE SCHEDULE - SPECTATOR EVENTS<sup>1-8</sup>  
Effective January 1, 1998 1999

FACILITY	LICENSE FEE FOR 1999		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	First Day Only		2nd & Each Additional Day
KeyArena Full House					
For Concerts	\$15,000 <sup>3</sup>	9%-8% <sup>3</sup>	\$7,000		\$15,000
For Family Shows and Sporting Events	10,000 <sup>4</sup>	9%-6% <sup>4</sup>	7,000		10,000
For Other Spectator Events <sup>5</sup>	20,000 <sup>5</sup>	9%-8% <sup>5</sup>	7,000		20,000
Lower Bowl Only	10,000 <sup>6</sup>	9%-8% <sup>6</sup>	5,000		10,000
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	Each Day Up to Two Days <sup>7</sup>	Special <sup>8</sup>	3rd and Each Additional Day
Mercer Arena	\$3,000	10%	\$1,500	\$750	\$3,000
	3,200		1,600	800	3,200
1/2 Mercer Arena	4,600	9%	800	400	4,600
	1,800		900	450	1,800
Exhibition Hall	2,600	8%	1,300	650	2,600
	2,800	10%	1,400	700	2,800
Opera House	3,000	8%	1,500	750	3,000

FACILITY	LICENSE FEE FOR 2000		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	First Day Only		2nd & Each Additional Day
KeyArena Full House					
For Concerts	\$15,000 <sup>3</sup>	9%-8% <sup>3</sup>	\$7,000		\$15,000
For Family Shows and Sporting Events	10,000 <sup>4</sup>	9%-6% <sup>4</sup>	7,000		10,000
For Other Spectator Events <sup>5</sup>	20,000 <sup>5</sup>	9%-8% <sup>5</sup>	7,000		20,000
Lower Bowl Only	10,000 <sup>6</sup>	9%-8% <sup>6</sup>	5,000		10,000
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	Each Day Up to Two Days <sup>7</sup>	Special <sup>8</sup>	3rd and Each Additional Day
Mercer Arena	\$3,000	10%	\$1,500	\$750	\$3,000
	3,200		1,600	800	3,200
1/2 Mercer Arena	4,600	9%	800	400	4,600
	1,800		900	450	1,800
Exhibition Hall	2,600	8%	1,300	650	2,600
	3,000	10%	1,500	750	3,000
Opera House	3,000	8%	1,500	750	3,000

**FOOTNOTES:**

1. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the Event's attendance capacity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or convention activity. For Facilities used in conjunction with a Spectator Event, the License Fee rates in the Standard License Fee Schedule apply.
2. "Gross Sales" means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less admission taxes and Washington State Athletic Commission taxes imposed in connection with such Event, as substantiated by a certified box office statement.
3. For Full House Concerts in KeyArena, the license fee for any amount of Gross Sales up to \$150,000 is \$15,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$250,000, the fee is 8% of that amount.
4. For Full House Family Shows and Sporting Events in KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$8,500 for each Activity Period thereafter. For each additional \$100,000 in Gross Sales or portion thereof, the percentage fee rates are: 9%, 8%, and 7%, respectively, and 6% for any Gross Sales in excess of \$400,000.
5. ~~Other Full House Spectator Events licensed prior to the timelines established by the Director for booking such Events in the KeyArena, shall be subject to additional license fees as determined by the Director, based upon industry patterns that indicate the probability of booking the KeyArena on the requested date for an Event producing higher revenue for the City.~~ For Other Full House Spectator Events in KeyArena, the license fee for any amount of Gross Sales up to \$200,000 is \$20,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$300,000, the fee is 8% of that amount.
6. For Spectator Events in the Lower Bowl Only of KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$7,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$200,000, the fee is 8% of that amount.
7. "Each Day up to two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following the Event.
8. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 7 above. This fee does not apply in KeyArena.

Note: The following late scheduling fees apply may be applied to events scheduled 30 or fewer days prior to the event start date first Activity Period of the Event:

KeyArena, Mercer Arena, and Opera House: \$200; Exhibition Hall: \$100.



FACILITY LICENSE FEE SCHEDULE – GOVERNMENT AGENCY EVENTS<sup>1</sup>  
Effective January 1, 1998

Facility	License Fee	Move-In/Out per day	
		One Day Only	2nd & Each Additional Day
KeyArena			
-Full House	\$20,000 <sup>4</sup>	\$7,000	\$20,000
-Lower Bowl Only	\$10,000 <sup>5</sup>	\$5,000	\$10,000

Facility	License Fee	Move-In/Out per day	
		One Day Only	3rd & Each Additional Day
Mercer Arena	\$3,000	\$1,500	\$3,000
-1/2 Mercer Arena	1600	800	1,600
Exhibition Hall	2,600	1300	2,600
Opera House	3,500	1,750	3,500
-Rehearsal Hall	230	230	230
Flag Pavilion	750	375	750
-Room A	500	250	500
-Room B	250	125	250
Conference Center	685	345	685
-Room A	200	10	200
-Room B	120	60	120
-Room F	120	60	120
-Room G	120	60	120
-Room H	200	10	200
Mercer Forum	1350	675	1350
-Room I	170	85	170
-Room II	180	90	180
-Room III	160	80	160
-Room IV	170	85	170
-Room V	170	85	170
-Room VI	180	90	180
-Room VII	170	85	170
-Room VIII	160	80	160
Northwest Rooms	1860	930	1860
-Alki	380	190	380
-Olympic	290	145	290
-Rainier	380	190	380
-San Juan	640	320	640
-Orcas((S)) <sup>6</sup>	90	45	90
-Lopez	220	110	220
-Fidalgo	160	80	160
-Shaw	170	85	170
-Snoqualmie	380	190	380
Seattle Center Pavilion	1,250	625	1,250
-Room A	1,000	500	1,000
-Room B	500	250	500

- FOOTNOTES:**
- 1. License Fee Schedule – Standard Events applies to any Event that does not qualify as:
    - a Government Agency Event;
    - a Spectator Event (an Event in the KeyArena, Mercer Arena, Exhibition Hall or Opera House at which 90% of attendees are ticketed; includes concerts with festival or combined seating but excludes trade or consumer shows and conventions), but fees do apply to rooms in facilities other than Spectator Event facilities when used in conjunction with a Spectator Event;
    - a Nonprofit Performing Arts Event held in the Opera House, or Opera House Rehearsal Hall.
  - 2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
  - 3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above. This fee does not apply in KeyArena.
  - 4. For multiple Event days on which the KeyArena Full House is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$13,000 per day.
  - 5. For multiple Event days on which the KeyArena Lower Bowl Only is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$7,000 per day.
  - 6. No fee applies when Orcas Room is used as foyer for an adjacent room.

Note: The following late scheduling fees apply to events scheduled 30 or fewer days prior to the event start date:  
— KeyArena, Mercer Arena, and Opera House: \$200;  
— Flag and Seattle Center Pavilions and Exhibition Hall: \$100;  
— Northwest, Mercer Forum and Conference Center Rooms and Opera House Rehearsal Hall: \$25.

# **FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS<sup>1</sup>** **Effective July 1, 1998**

License Fees for July 1, 1998 - June 30, 1999

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>	
Opera House <sup>6</sup>	\$ 2,010	\$ 1,005	\$ 1,005	\$ 505	\$ 670
O.H. Rehearsal Hall	180	N/A	N/A	N/A	N/A

New Fee Schedules Added for July 1, 1999 - June 30, 2001:

License Fees for July 1, 1999 - June 30, 2000

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>	
Opera House <sup>6</sup>	\$ 2,010 2,100	\$ 1,005 1,050	\$ 1,005 1,050	\$ 505 525	\$ 670 700
O.H. Rehearsal Hall	480 190	N/A	N/A	N/A	N/A

License Fees for July 1, 2000 - June 30, 2001

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>	
Opera House <sup>6</sup>	\$ 2,010 2,220	\$ 1,005 1,110	\$ 1,005 1,110	\$ 505 555	\$ 670 740
O.H. Rehearsal Hall	480 200	N/A	N/A	N/A	N/A

## **FOOTNOTES:**

1. "Nonprofit Performing Arts Event" means any Event held in the Opera House, or Opera House Rehearsal Hall which facility(ies) are licensed for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended, or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts. For any other facilities than those shown in this schedule, the license fees in the Standard License Fee Schedule apply to these organizations unless the Event qualifies as a Spectator Event in the KeyArena, Mercer Arena or Exhibition Hall in which instance, the license fees in the Spectator Events License Fee Schedule apply.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above.
4. "Rehearsal" means a rehearsal of a performance, or a recording session done without an audience in attendance. This applies to any such session between the hours of 8:00am and 1:00pm. For rehearsals or recordings with an audience in attendance or conducted in any part before 8:00am or after 1:00pm the performance license fee applies.
5. "School Performance" means a cultural program staged primarily for elementary, middle and high school students between 8:00am and 1:00pm, Monday through Friday, excluding Washington State holidays. The discounted school performance license fee shall be charged whenever the licensed user has booked and the Seattle Center has confirmed the facility for that user's performances that are subject to the regular license fee on the preceding or succeeding days. Regular Nonprofit Performing Arts performance license fees shall apply to all other school performances unless such performances are confirmed less than 90 days in advance of the date of the Event, in which case the School Performance license fees apply.
6. There will be no license fee charged for use of Mercer Forum Rooms I & II when used by the Licensee for pre-performance lectures or seminars scheduled on the same day as a performance scheduled by the Licensee in the Opera House.

Note: A late scheduling fee in the amount of \$200 applies may be applied to Events scheduled for the Opera House 30 or fewer days prior to the first Activity Period of the Event-start date; for the Opera House Rehearsal Hall the fee is \$25.



August 31, 1998

The Honorable Sue Donaldson  
President, Seattle City Council  
1100 Municipal Building  
Seattle, Washington 98104

Via: Mayor Paul Schell

Attention: Anne Fiske-Zuniga, Director  
The Budget Office

Subject: LEGISLATION TO AMEND FEES, CHARGES, TERMS AND  
CONDITIONS FOR 1999 AND 2000 USE OF SEATTLE CENTER  
DEPARTMENT FACILITIES

Dear Councilmember Donaldson:

Attached is proposed legislation regarding the 1999 and 2000 terms and conditions, and rates for use of Seattle Center Department facilities. This is the annual fees and charges amendment and extension of the Seattle Center Facility License Fee Schedule and the corresponding portion of SMC 17.16.015.

The rental rates for the following Seattle Center facilities will be increased to cover the rising cost to Seattle Center for providing these facilities. The proposed rate increases reflect the competitive market in which we operate, historical rate changes, and Seattle Center costs of doing business. Listed here are the rental rates that will increase:

Schedule A: Non-Spectator Events

<u>Facility</u>	<u>1998 Rate</u>	<u>1999 Rate</u>	<u>2000 Rate</u>
	<u>Effective 1-1-98</u>	<u>Effective 1-1-99</u>	<u>Effective 1-1-00</u>
Mercer Arena	\$3,000	\$3,200	\$3,200
1/2 Mercer Arena	\$1,600	\$1,800	\$1,800
Exhibition Hall	\$2,600	\$2,800	\$3,000
Rehearsal Hall	\$ 230	no change	\$ 250

Paul Schell  
Mayor

395 Harrison Street Seattle, WA 98109-4645  
Accommodations for people with disabilities provided on request (206) 684-7200.

Virginia Anderson  
Director



Facility	1998 Rate Effective 1-1-98	1999 Rate Effective 1-1-99	2000 Rate Effective 1-1-00
Mercer Forum - see note	\$1,350	\$1,600	\$1,600
Rooms I, IV, V, VII	\$ 170 each	\$ 230 each	\$ 230 each
Rooms II, VI	\$ 180 each	\$ 250 each	\$ 250 each
Rooms III, VIII	\$ 160 each	\$ 200 each	\$ 200 each

Note: The increased rates apply only when the Mercer Forum is rented without concurrent rental of the Exhibition Hall, Opera House or Mercer Arena. When any of those facilities is rented, the 1998 rate will continue to be in effect.

Northwest Rooms	\$1,860	no change	\$2,250
Alki, Rainier, Snoqualmie	\$ 380 each	no change	\$ 450 each
Olympic Room	\$ 290	no change	\$ 350
San Juan Room	\$ 640	no change	\$ 770
Orcas Room	\$ 90	no change	\$ 110
Lopez Room	\$ 220	no change	\$ 270
Fidalgo Room	\$ 160	no change	\$ 200
Shaw Room	\$ 170	no change	\$ 210

Schedule A-1: Spectator Events

Facility	1998 Rate Effective 1-1-98	1999 Rate Effective 1-1-99	2000 Rate Effective 1-1-00
Mercer Arena	\$3,000 / 10%	\$3,200 / 10%	\$3,200 / 10%
1/2 Mercer Arena	\$1,600 / 9%	\$1,800 / 9%	\$1,800 / 9%
Exhibition Hall	\$2,600 / 8%	\$2,800 / 10%	\$3,000 / 10%

Schedule B: Non-Profit Performing Arts Events

Facility	1998 Rate Effective 7-1-98	1999 Rate Effective 7-1-99	2000 Rate Effective 7-1-00
Opera House	\$2,010	\$2,100	\$2,220
Rehearsal Hall	\$ 180	\$ 190	\$ 220

In addition to rate increases, other changes have been made to the Terms and Conditions for Seattle Center Facility License Agreements. These changes, summaries of which follow, are in response to changes in the marketplace, reflect the way in which today's promoters prefer to structure rental agreements, and allow us more flexibility in attracting Spectator Events, especially to KeyArena.

The Honorable Sue Donaldson  
August 31, 1998  
Page Three

- Current Director authority to charge a \$500 rental rate for the Opera House Lobby is replaced with Director authority to negotiate license fees for minor parts of facilities (such as the Opera House Lobby, the KeyArena Green Club, and the Exhibition Hall Box Office, as examples).
- Current Director authority to charge an additional license fee for KeyArena (only) events which fall outside of the established KeyArena booking priorities is replaced with Director authority to charge an additional license fee for any event that is not within the booking priorities established for whichever Seattle Center facility is booked.
- New language is added to grant Director authority to waive or reduce fees to provide an incentive for a promoter to use the KeyArena, if it appears unlikely that the KeyArena suiteholder guarantee of 125 performances will be met.
- Language which limits the Director's authority to reduce or waive license fees for Seattle Center facilities when used for Seattle Center productions by excluding KeyArena, is modified to delete the restriction on using KeyArena for such programs.
- Language authorizing pre-set rental "cap" amounts in the KeyArena, Mercer Arena and Opera House is modified to allow Director authority in negotiating the amount of the "cap".
- New language is added to grant Director authority to negotiate "All In" rental agreements, i.e., agreements that include rent and expenses in one negotiated amount, provided that the minimum requirements established elsewhere in the License Fee Schedules and/or Terms and Conditions are met.
- As incentives to encourage promoters / producers to use Seattle Center facilities, a Rent Rebate Program for Concert Promoters utilizing the Mercer Arena, or the Mercer Arena and KeyArena combined is added.
- The KeyArena Rent Rebate Program is modified to add a \$1,500 rebate for each concert produced in KeyArena during the summer months, our slowest season.
- Director authority to exchange any fees for donations to the Seattle Center Foundation is deleted.
- Director authority to negotiate deals outside of the established License Fee Schedules and Terms & Conditions to give Promoters an additional incentive, if necessary to meet the KeyArena Suiteholder commitment, is added.

All of us at Seattle Center continue our commitment to being the Nation's Best Gathering Place and believe these changes further that goal. If you have any questions or need further clarification regarding this legislation, please contact Margaret Wetter, Associate Director of Event Production, at 684-7203.

Sincerely,



Virginia Anderson  
Director



**FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS<sup>1</sup>**  
Effective July 1, 1997

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Rehearsals <sup>4</sup>	
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>	Each Day Over 2 Days	Other Than Perf Day
Opera House <sup>6</sup>	\$1,920	\$960	\$960	\$480	\$1,920	\$640
O.H. Rehearsal Hall	170	N/A	N/A	N/A	N/A	N/A

**FOOTNOTES:**

1. "Nonprofit Performing Arts Event" means any Event held in the Opera House, or Opera House Rehearsal Hall which facility(ies) are licensed for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended, or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts. For any other facilities than those shown in this schedule, the license fees in the Standard License Fee Schedule apply to these organizations unless the Event qualifies as a Spectator Event in the Key Arena, Mercer Arena or Exhibition Hall in which instance, the license fees in the Spectator Events License Fee Schedule apply.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above.
4. "Rehearsal" means a rehearsal of a performance, or a recording session done without an audience in attendance. This applies to any such session between the hours of 8:00am and 1:00pm. For rehearsals or recordings with an audience in attendance or conducted in any part before 8:00am or after 1:00pm the performance license fee applies.
5. "School Performance" means a cultural program staged primarily for elementary, middle and high school students between 8:00am and 1:00pm, Monday through Friday, excluding Washington State holidays. The discounted school performance license fee shall be charged whenever the licensed user has booked and the Seattle Center has confirmed the facility for that user's performances that are subject to the regular license fee on the preceding or succeeding days. Regular Nonprofit Performing Arts performance license fees shall apply to all other school performances unless such performances are confirmed less than 90 days in advance of the date of the Event, in which case the School Performance license fees apply.
6. There will be no license fee charged for use of Mercer Forum Rooms I & II when used by the Licensee for pre-performance lectures or seminars scheduled on the same day as a performance scheduled by the Licensee in the Opera House.

Note: A late scheduling fee in the amount of \$200 applies to Events scheduled for the Opera House 30 or fewer days prior to the Event start date; for the Opera House Rehearsal Hall the fee is \$25.

FACILITY LICENSE FEE SCHEDULE - SPECTATOR EVENTS<sup>1-8</sup>  
Effective January 1, 1998 1999

FACILITY	LICENSE FEE FOR 1999		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	First Day Only	2nd & Each Additional Day	
KeyArena Full House	\$15,000 <sup>3</sup>	9%-8% <sup>3</sup>	\$7,000	\$15,000	
For Concerts					
For Family Shows and Sporting Events	10,000 <sup>4</sup>	9%-6% <sup>4</sup>	7,000	10,000	
For Other Spectator Events <sup>5</sup>	20,000 <sup>5</sup>	9%-8% <sup>5</sup>	7,000	20,000	
Lower Bowl Only	10,000 <sup>6</sup>	9%-8% <sup>6</sup>	5,000	10,000	
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	Each Day Up to Two Days <sup>7</sup>	Special <sup>8</sup>	3rd and Each Additional Day
Mercer Arena	\$3,000	10%	\$1,500	\$750	\$3,000
	3,200		1,600	800	3,200
1/2 Mercer Arena	1,600	9%	800	400	1,600
	1,800		900	450	1,800
Exhibition Hall	2,600	8%	1,300	650	2,600
	2,800	10%	1,400	700	2,800
Opera House	3,000	8%	1,500	750	3,000
FACILITY	LICENSE FEE FOR 2000		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	First Day Only	2nd & Each Additional Day	
KeyArena Full House	\$15,000 <sup>3</sup>	9%-8% <sup>3</sup>	\$7,000	\$15,000	
For Concerts					
For Family Shows and Sporting Events	10,000 <sup>4</sup>	9%-6% <sup>4</sup>	7,000	10,000	
For Other Spectator Events <sup>5</sup>	20,000 <sup>5</sup>	9%-8% <sup>5</sup>	7,000	20,000	
Lower Bowl Only	10,000 <sup>6</sup>	9%-8% <sup>6</sup>	5,000	10,000	
	Minimum Fee <sup>9</sup>	Plus Percentages of Gross Sales <sup>2</sup> Above Specified Amount	Each Day Up to Two Days <sup>7</sup>	Special <sup>8</sup>	3rd and Each Additional Day
Mercer Arena	\$3,000	10%	\$1,500	\$750	\$3,000
	3,200		1,600	800	3,200
1/2 Mercer Arena	1,600	9%	800	400	1,600
	1,800		900	450	1,800
Exhibition Hall	2,600	8%	1,300	650	2,600
	3,000	10%	1,500	750	3,000
Opera House	3,000	8%	1,500	750	3,000

**FOOTNOTES:**

1. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the Event's attendance capacity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or convention activity. For Facilities used in conjunction with a Spectator Event, the License Fee rates in the Standard License Fee Schedule apply.
2. "Gross Sales" means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less admission taxes and Washington State Athletic Commission taxes imposed in connection with such Event, as substantiated by a certified box office statement.
3. For Full House Concerts in KeyArena, the license fee for any amount of Gross Sales up to \$150,000 is \$15,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$250,000, the fee is 8% of that amount.
4. For Full House Family Shows and Sporting Events in KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$8,500 for each Activity Period thereafter. For each additional \$100,000 in Gross Sales or portion thereof, the percentage fee rates are: 9%, 8%, and 7%, respectively, and 6% for any Gross Sales in excess of \$400,000.
5. ~~Other Full House Spectator Events licensed prior to the timelines established by the Director for booking such Events in the KeyArena, shall be subject to additional license fees as determined by the Director, based upon industry patterns that indicate the probability of booking the KeyArena on the requested date for an Event producing higher revenue for the City.~~ For Other Full House Spectator Events in KeyArena, the license fee for any amount of Gross Sales up to \$200,000 is \$20,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$300,000, the fee is 8% of that amount.
6. For Spectator Events in the Lower Bowl Only of KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$7,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$200,000, the fee is 8% of that amount.
7. "Each Day up to two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following the Event.
8. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 7 above. This fee does not apply in KeyArena.

Note: The following late scheduling fees apply may be applied to events scheduled 30 or fewer days prior to the ~~event start date~~ first Activity Period of the Event:

KeyArena, Mercer Arena, and Opera House: \$200; Exhibition Hall: \$100.

FACILITY LICENSE FEE SCHEDULE - GOVERNMENT AGENCY EVENTS<sup>4</sup>  
Effective January 1, 1998

Facility	License Fee	Move-In/Out per day	
		One Day Only	2nd & Each Additional Day
KeyArena			
-Full House	\$20,000 <sup>4</sup>	\$7,000	\$20,000
-Lower Bowl Only	\$10,000 <sup>5</sup>	\$5,000	\$10,000

Facility	License Fee	Move-In/Out per day	
		One Day Only	Special <sup>3</sup> 3rd & Each Additional Day
Mercer Arena	\$3,000	\$1,500	\$750
-1/2 Mercer Arena	1600	800	400
Exhibition Hall	2,600	1300	650
Opera House	3,500	1,750	875
-Rehearsal Hall	230	230	230
Flag Pavilion	750	375	190
-Room A	500	250	125
-Room B	250	125	65
Conference Center	685	345	80
-Room A	200	10	50
-Room B	120	60	30
-Room F	120	60	30
-Room G	120	60	30
-Room H	200	10	50
Mercer Forum	1350	675	340
-Room I	170	85	45
-Room II	180	90	45
-Room III	160	80	40
-Room IV	170	85	45
-Room V	170	85	45
-Room VI	180	90	45
-Room VII	170	85	45
-Room VIII	160	80	40
Northwest Rooms	1860	930	465
-Alki	380	190	95
-Olympic	290	145	75
-Rainier	380	190	95
-San Juan	640	320	160
-Oreca <sup>(5)</sup>	90	45	25
-Lopez	220	110	55
-Fidalgo	160	80	40
-Shaw	170	85	45
-Snoqualmie	380	190	95
Seattle Center Pavilion	1,250	625	315
-Room A	1,000	500	250
-Room B	500	250	125

FOOTNOTES:

- 1. License Fee Schedule - Standard Events applies to any Event that does not qualify as:
  - a Government Agency Event;
  - a Spectator Event (an Event in the KeyArena, Mercer Arena, Exhibition Hall or Opera House at which 90% of attendees are ticketed; includes concerts with festival or combined seating but excludes trade or consumer shows and conventions), but fees do apply to rooms in facilities other than Spectator Event facilities when used in conjunction with a Spectator Event;
  - a Nonprofit Performing Arts Event held in the Opera House, or Opera House Rehearsal Hall.
- 2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
- 3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above. This fee does not apply in KeyArena.
- 4. For multiple Event days on which the KeyArena Full House is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$13,000 per day.
- 5. For multiple Event days on which the KeyArena Lower Bowl Only is used for an Activity other than Move-In or Move-Out, the license fee for the second and any succeeding day is \$7,000 per day.
- 6. No fee applies when Oreca Room is used as foyer for an adjacent room.

Note: The following late scheduling fees apply to events scheduled 30 or fewer days prior to the event start date:

- KeyArena, Mercer Arena, and Opera House: \$200;
- Flag and Seattle Center Pavilions and Exhibition Hall: \$100;
- Northwest, Mercer Forum and Conference Center Rooms and Opera House Rehearsal Hall: \$25.

# FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS<sup>1</sup>

Effective July 1, 1998

License Fees for July 1, 1998 - June 30, 1999

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Each Day Over 2 Days	Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>		
Opera House <sup>6</sup>	\$ 2,010	\$ 1,005	\$ 1,005	\$ 505	\$ 2,010	\$ 670
O.H. Rehearsal Hall	180	N/A	N/A	N/A	N/A	N/A

New Fee Schedules Added for July 1, 1999 - June 30, 2001:

License Fees for July 1, 1999 - June 30, 2000

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Each Day Over 2 Days	Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>		
Opera House <sup>6</sup>	\$ 2,010	\$ 1,005	\$ 1,005	\$ 505	\$ 2,010	\$ 670
	<u>2,100</u>	<u>1,050</u>	<u>1,050</u>	<u>525</u>	<u>2,100</u>	<u>700</u>
O.H. Rehearsal Hall	480	N/A	N/A	N/A	N/A	N/A
	<u>190</u>					

License Fees for July 1, 2000 - June 30, 2001

Facility	Performance License Fee	School Performance <sup>5</sup>	Move-In/Out per Day		Each Day Over 2 Days	Rehearsals <sup>4</sup> Other Than Perf Day
			Each Day up to Two Days <sup>2</sup>	Special <sup>3</sup>		
Opera House <sup>6</sup>	\$ 2,010	\$ 1,005	\$ 1,005	\$ 505	\$ 2,010	\$ 670
	<u>2,220</u>	<u>1,110</u>	<u>1,110</u>	<u>555</u>	<u>2,220</u>	<u>740</u>
O.H. Rehearsal Hall	480	N/A	N/A	N/A	N/A	N/A
	<u>200</u>					

**FOOTNOTES:**

1. "Nonprofit Performing Arts Event" means any Event held in the Opera House, or Opera House Rehearsal Hall which facility(ies) are licensed for use by any performing arts organization, corporation or association that is currently recognized by the United States of America as exempt from federal income taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended, or for use by any other corporation or association so recognized by the United States of America that is presenting its own performing arts Event produced with members of its own organization and open to the general public; or a division, department or instrumentality of state or local government devoted to the arts. For any other facilities than those shown in this schedule, the license fees in the Standard License Fee Schedule apply to these organizations unless the Event qualifies as a Spectator Event in the KeyArena, Mercer Arena or Exhibition Hall in which instance, the license fees in the Spectator Events License Fee Schedule apply.
2. "Each Day up to Two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to Two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following Event.
3. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 2 above.
4. "Rehearsal" means a rehearsal of a performance, or a recording session done without an audience in attendance. This applies to any such session between the hours of 8:00am and 1:00pm. For rehearsals or recordings with an audience in attendance or conducted in any part before 8:00am or after 1:00pm the performance license fee applies.
5. "School Performance" means a cultural program staged primarily for elementary, middle and high school students between 8:00am and 1:00pm, Monday through Friday, excluding Washington State holidays. The discounted school performance license fee shall be charged whenever the licensed user has booked and the Seattle Center has confirmed the facility for that user's performances that are subject to the regular license fee on the preceding or succeeding days. Regular Nonprofit Performing Arts performance license fees shall apply to all other school performances unless such performances are confirmed less than 90 days in advance of the date of the Event, in which case the School Performance license fees apply.
6. There will be no license fee charged for use of Mercer Forum Rooms I & II when used by the Licensee for pre-performance lectures or seminars scheduled on the same day as a performance scheduled by the Licensee in the Opera House.

Note: A late scheduling fee in the amount of \$200 applies may be applied to Events scheduled for the Opera House 30 or fewer days prior to the first Activity Period of the Event start date; for the Opera House Rehearsal Hall the fee is \$25.

# STATE OF WASHINGTON - KING COUNTY

100335  
City of Seattle, City Clerk

—SS.

No.

## City of Seattle

ORDINANCE NO. 119253

AN ORDINANCE relating to the Seattle Center Department, amending the Seattle Center Schedule of License Fees and Terms and Conditions for 1999 and 2000, and amending section 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

SECTION 1. Effective January 1, 1999, Section 17.16.015 of the Seattle Municipal Code (Section 1 of Ordinance 113740, as last amended by Ordinance 118762) is amended as follows:

17.16.015. USE FEES, TERMS AND CONDITIONS. The Director of the Seattle Center Department is authorized to charge and collect fees for the use of certain Seattle Center facilities, services and equipment provided to users thereof, and to condition such use on compliance with certain general terms and conditions, as specified in the attached Exhibit (VII) entitled "(1999) Seattle Center Schedule of License Fees and Terms and Conditions," and in the attached Exhibits (VIII A through VIII D II-A through II-C labelled "Facility License Fee Schedule." (On and after July 1, 1998, the license fees for non-profit performing art events shall be as specified in Exhibit II-D.))

SECTION 2. Exhibits II and IV-A through IV-E hereto show, by strikeout and underline, the changes being made or that have been made in the General Terms and Conditions and Facility License Fee Schedules, respectively.

SECTION 3. Any act consistent with the authority, but prior to the effective date of this ordinance is hereby ratified and confirmed.

SECTION 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 23rd day of November, 1998, and signed by me in open session in authentication of its passage this 23rd day of November, 1998.

SUE DONALDSON,  
President of the City Council.

Approved by me this 2nd day of December, 1998.

PAUL SCHELL,  
Mayor.

Filed by me this 2nd day of December, 1998.

(Seal) JUDITH E. PIPPIN,

City Clerk.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, December 17, 1998.  
12/17(100335)

## 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

CT:ORD 119253/FULL

was published on

12/17/98

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

Subscribed and sworn to before me on

12/17/98

Notary Public for the State of Washington,  
residing in Seattle