

Ordinance No. 120364

Council Bill No. 113648

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Northwest Folklife for the presentation of the Northwest Folklife Festival at Seattle Center.

CF No.

Date Introduced: APR 30 2001	
Date 1st Referred: APR 30 2001	To: (committee) CULTURE, ARTS & PARKS
Date 2nd Referred:	To: (committee)
Date 3rd Referred:	To: (committee)
Date of Final Passage: 5-14-01	Full Council Vote: 8-0
Date Presented to Mayor: 5-14-01	Date Approved: 5/21/01
Date Referred to City Clerk: 5/21/01	Date Published: 1 PM T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Voted by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: W. J. [unclear]

Committee Action

Pass as amended 40 PS. NC, JN, JC

5-14-01 Passed B.O.  
(Excused: Compton)

This file is complete and ready for presentation to Full Council.

*Law Department*

Law Dept. Review

OMP  
Review

V  
City Clerk  
Review

The City of Seattle - Legislative Department  
Council Bill/Ordinance sponsored by: W. J. [unclear] LICATA

Councilmember

Committee Action:

Pass as amended 40 PS. NC, JN, JC 5/9/01

5-14-01 Passed B.O.  
(Excused: Compton)

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_ (Initial/Date)

*Law Department*

Law Dept. Review

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ORDINANCE 120364

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Northwest Folklife for the presentation of the Northwest Folklife Festival at Seattle Center.

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. As requested by the Seattle Center Director and recommended by the Mayor, said Director is hereby authorized to execute, for and on behalf of The City of Seattle, an agreement with Northwest Folklife substantially in the form attached hereto and identified as "AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST FOLKLIFE" for presentation of the 2001 Northwest Folklife Festival at Seattle Center.

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. 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 14<sup>th</sup> day of May, 2001, and signed by me in open session in authentication of its passage this 14<sup>th</sup> day of May, 2001.

Margaret Oliver  
President of the City Council

Approved by me this 21<sup>st</sup> day of MAY, 2001.

Bill Schell  
Mayor





Filed by me this 21 day of May, 2001.

Judith E. Pappin  
City Clerk

(SEAL)

Attachments

**AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST FOLKLIFE**

- EXHIBIT A** Northwest Folklife Letter Dated Dec. 8, 2000  
**EXHIBIT B** Site Guidelines for Producing the Northwest Folklife Festival at Seattle Center  
**EXHIBIT C** Seattle Center Facility Addenda  
**EXHIBIT D** Seattle Center Office Space Lease Agreement  
**EXHIBIT E** Insurance Statement



**AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND NORTHWEST FOLKLIFE**

<b>EXHIBIT A</b>	Northwest Folklife Letter Dated Dec. 8, 2000
<b>EXHIBIT B</b>	Site Guidelines for Producing the Northwest Folklife Festival at Seattle Center
<b>EXHIBIT C</b>	Seattle Center Facility Addenda (Conference Center, Exhibition Hall, Flag Pavilion, Mercer Arena, Mercer Forum, Northwest Rooms, Opera House, Seattle Center Pavilion)
<b>EXHIBIT D</b>	Seattle Center Office Space Lease Agreement
<b>EXHIBIT E</b>	Insurance Statement





NORTHWEST FOLKLIFE CONTRACT, EXHIBIT A

December 8, 2000

Jennifer Fischer  
Director of Marketing  
Seattle Center  
305 Harrison St.  
Seattle, WA 98109

Dear Jennifer,

In our discussions of Northwest Folklife's new contract with the City, we agreed to review our need to erect canopies on Sunday and Virginia Anderson's very legitimate wish to keep the grounds free of unused paraphernalia for as much of the weekend as possible. The purpose of this letter is to address this question in detail and to propose an alternative to Sunday morning work.

As you know, our production crews and decorators start the load-in for Northwest Folklife on the Sunday prior to the Festival. We do this out of necessity for the huge number of projects, stages and activities that need to be set up in time for the Festival opening on Friday at 11:00 AM. There are many years when we are still scrambling to get everything done on Friday morning. In a word, there is no time to waste. Every minute between the end of the Seattle International Children's Festival and our start is critical.

Realizing that weekend traffic, especially in the mornings, has increased at Seattle Center with the opening of the EMP and agreeing with that Virginia Anderson that everything must be done to mitigate the visual impact of canopies that are not actually in use, I would like to propose the following alternative to loading in on Sunday morning.

- We do not start erecting canopies until 4:00 PM on Sunday afternoon.
- After 4:00 on Sunday, we would erect canopies around the grounds in pockets that do not disturb activities. I proposed the following sites: Seattle Center Pavilion Courtyard, Alki Courtyard, the Bagley Roadway and the Mural Roadway (facing the Mural Amphitheatre).
- After 6:00 pm on Sunday, we would erect the canopies in the Northwest Court, across from Michaelangelos on Thomas Street and set up all the stages.
- In those years when the Seattle International Children's Festival loads out on the Sunday before our Festival, the canopies that we intend to reuse would be allowed to remain in place until Monday morning when we move them to the locations required for our event.

Our schedule now calls for erecting canopies on Sunday, stringing sidewalls on Monday and Tuesday, loading equipment into the tents on Tuesday, and having the tents ready for sponsor load-in on Wednesday. I cannot stress enough how much we need the time on Sunday. Without it, it is impossible for us to finish everything in time to open on Friday.

I know you understand how important this issue for us. I believe the alternative schedule proposed here and the restrictions it imposes on us will make our load-in work for Seattle Center and Northwest Folklife.

Sincerely,

Mea Fischelis  
Director of Operations

Cc: Gary Wanser  
Michael Herschensohn

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04-14-01

EXHIBIT A



**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT B  
SITE GUIDELINES FOR PRODUCING THE NORTHWEST FOLKLIFE  
FESTIVAL AT SEATTLE CENTER**

**VISION STATEMENT**

Seattle Center is the nation's best gathering place. Its roots reach back more than 100 years as a site of Native American celebrations. Today this place is home to major sports teams, top performing arts groups and the city's most recognized attractions. It's the place to be for rock concerts and operas, art fairs, basketball, ballroom dancing and major festivals of the arts and culture that are signature events for Seattle, King County and the entire Pacific Northwest region.

As an agency of the city, Seattle Center works hard to create environments respectful of each festival's distinctive mission, audience and needs. In order to meet the needs of each festival and to protect this precious site for all users at all times, these site guidelines have been drawn up as a framework around which to plan. They are designed to facilitate teamwork between Seattle Center staff and festival organizers. They convey the spirit of cooperation Seattle Center brings to making major festivals the heart of its outdoor programming.

**I. NORTHWEST FOLKLIFE FESTIVAL OBLIGATIONS**

A. NW Folklife shall employ or otherwise provide all professional staff necessary to ensure production of the Festival at Seattle Center. Such staff shall be employed consistent with the City's union agreements.

B. For each annual Festival, NW Folklife shall submit to the Director the following planning and operational documentation on or by the indicated dates:

July 1	Draft Facility Use Plan for the following year's Festival*
November 1	Draft Organizational Budget for the following year**
April 15	Draft Event Service Order With Site Maps of Seattle Center. Licensee will submit Admissions requirements earlier if necessary but not before April 1.
May 1	Final Site/Facility Use Plan to Facility Sales
May 1	Final Event Service Order
September 30	Festival Report

\*Facility Use Plan: Each Facility Use Plan shall describe which facilities and areas of Seattle Center are proposed to be used for the Festival and what general activities would take place during the next Festival. NW Folklife shall be permitted to use Center House Conference Rooms G & H, free of any license fee, from the Friday prior to the Festival through completion of the Festival move-out. This usage shall be noted on the facility use plan. Load-in days for the NW Folklife Festival shall occur as per Exhibit A dated Dec. 8, 2000.





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT B  
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FESTIVAL AT SEATTLE CENTER**

**\*\*Draft Organizational Budget:** Each Draft Organizational Budget shall pertain to Licensee's fiscal year and shall be prepared according to standard accounting practices.

C. **Event Service Order:** Licensee shall develop and produce a separate Event Service Order for each Festival. If the Event Service Order submitted by Licensee is not consistent with the Site Guidelines and Facility Addenda, Seattle Center staff shall so notify Licensee and shall negotiate modifications to the Event Service Order to accommodate the needs of the parties and the Event Service Order shall thereafter be revised. Any costs incurred for the production of the revised Event Service Order shall be borne by Licensee.

1) Each Event Service Order shall describe the complete technical and facility set-up desired in or on the Seattle Center facilities and grounds that have been reserved for use during that year's Festival, including all Seattle Center equipment, services, supplies and material within the specified facilities and available for use at specified "on-grounds areas", as indicated in the Site Guidelines and Facility Addenda, that Licensee desires to use for Festival purposes. Any equipment Licensee wishes to use that is not identified in the Site Guidelines for Major Festivals and the Seattle Center Facility Addenda publication as being generally available from Seattle Center is subject to the Director's approval, which approval shall be granted or denied, in writing, within fifteen (15) City working days after the City's receipt of the draft Event Service Order. No changes in the Final Event Service Order shall occur after May 1, unless due to circumstances beyond Licensee's. Licensee may supplement equipment provided by Seattle Center provide its own labor to set up, move out and operate said equipment provided such activities are consistent with then-current contracts between the City and its labor unions.

2) Those items of Seattle Center production equipment that the Director approves for Festival use, as described in the approved Event Service Order, shall be provided to Licensee at no cost. If some or all of the requested equipment are or become unavailable for Festival use because of damage, destruction, or malfunction, the Director shall notify Licensee of the unavailability as soon as possible after such unavailability becomes known, and in such event the City shall make a good faith effort but shall not be obligated to furnish replacement items. A list of production equipment available for use during the Festival shall be given to Licensee each December during the term of this Agreement for the following year's Festival. Licensee shall return all Seattle Center equipment on or before the end of the move-out period specified for the facility or grounds area with respect to which such equipment is associated or related. The City shall cooperate with Licensee to install, in a timely manner, all stage and production facilities and equipment needed for the Festival, as determined by Licensee and as approved for such use by the Director. Supplying additional production equipment which is not available for use at Seattle Center generally throughout the year shall be the responsibility of Licensee.



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FESTIVAL AT SEATTLE CENTER**

D. Festival Report: Each Festival Report shall include a complete financial and programmatic evaluation of the immediately preceding Festival, together with sample programs. Detailed recommendations for future efforts toward the planning, organizing, staging, production and evaluation of the Northwest Folklife Festival at Seattle Center also shall be submitted to the Director as part of the Festival Report.

E. Acceptance of Documents. Except as otherwise provided in this section, if the Director determines that a portion or all of the documents or plans submitted by Licensee hereunder are unacceptable, for any reason, the Director shall notify Licensee of that determination, in writing, within thirty (30) working days after receipt of said document(s). Licensee shall have five (5) City working days to correct any deficiencies identified by the Director. The Director may forfeit a portion or all of the City obligations should the deficiencies not be corrected within this five (5) day period.

**II. GENERAL GUIDELINES FOR FESTIVAL OPERATIONS\***

\*All temporary and/or permanent modifications to Seattle Center buildings, landscape and/or equipment for Festivals must be reviewed and approved by the Seattle Center Festivals Coordinator and the Seattle Center Event Service Representative (ESR). Current City, State and Federal laws apply. Current agreements between the City and the unions apply. Questions about exemptions to the Site Standards are to be forwarded to the Seattle Center Festivals Coordinator and/or the Seattle Center Event Service Representative (ESR).

A. The Festival shall advise any decorator, contractor, vendor, employee, volunteer or leasee of the Seattle Center Site Guidelines for Producing Major Festivals.

B. Permanent damage to Seattle Center planted beds, trees, shrubs, etc., shall be billed at a minimum of \$500.00 per incident.

C. Levels of security will be negotiated between the Festival and the City. The Festival shall supply appropriate program-specific security.

D. The Festivals shall maintain access to Seattle Center building entries, exits, fire lanes, restrooms, electrical panels (National Electrical Code requires a minimum 3' clearance), fire hydrants, sound equipment control rooms, ATM machines, site signs, telephones, drinking fountains, and the Monorail. If necessary, the Festivals shall supply additional traffic guards to ensure this during move-in/event/move-out times.

E. Once the Festival lock/core system is in place, the Festival assumes responsibility for the facility and its contents. The Festival shall provide reasonable access to Seattle Center staff for cleaning. The Festival will provide a key to Seattle Center Engineers for emergency access.





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F. The Festival shall also use the Seattle Center Facility Addenda (or its successor) as a guideline for using Seattle Center facilities and grounds.

G. The Seattle Center shall provide to the Festival equipment which is available and in the general inventory throughout the year, excluding portable equipment owned by the Seattle Center Foundation. Additional equipment needed for the event shall be provided by the Festival, including forklifts. Seattle Center desires that pieces of portable equipment stay within the facility to which they have been assigned. However, we will work with the Festival on deployment of equipment.

H. Section 25.08.520 of the City Noise Control Ordinance shall be observed. Outdoor amplified sound shall not occur past 10PM each day per Noise Ordinance. A level of 100dbs is the goal for the Memorial Stadium prior to 10PM each day. The Festival Organization shall propose a noise abatement plan to Seattle Center should the current City Noise Control Ordinance pose operational problems.

I. Burns are not allowed at Seattle Center. Any use of fire inside facilities and/or on the grounds must be pre-approved by Seattle Center and the Seattle Fire Department. Use of fire is also subject to the Washington Administrative Code.

**III. PROGRAMMING**

A. In the spirit of public safety, Seattle Center recommends programming the Intiman, Bagley Wright and Opera House (also the new Performance Hall) venues with acts that do not encourage audience dancing.

B. Programming that may encourage audience participation may result in the need for additional security staffing, stage barricade, etc., at Festival expense. Festival agrees to work out this issue with Seattle Center on a case-by-case basis.

C. Festival is responsible for any damage resulting from programming and within the guidelines of VIII.C of the contract.

D. After hours parties in Seattle Center facilities or on Seattle Center grounds must be pre-approved. Alcohol is allowed in pre-approved Festival beer-garden and wine venues only.

**IV. BUILDINGS/FACILITIES/STRUCTURES**

A. Use only pre-approved tape on painted, varnished and/or finished surfaces.

B. Building lights shall be modified only with the assistance or approval of the Seattle Center electrician.

C. Festivals shall supply ladders as necessary.



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- D. As a general rule to avoid ceiling damage, hanging items from Seattle Center facility ceilings must be pre-approved.
- E. Access to Seattle Center facility rooftops is generally restricted to Seattle Center staff.
- F. Only electric and propane powered vehicles are generally allowed to operate inside Seattle Center facilities during move-in/move out. These vehicles shall have pneumatic tires. Forklifts and other vehicles may be pre-approved for use by the Festival and Seattle Center. Display vehicles shall be pre-approved by the Seattle Center Festivals Coordinator and the Seattle Center Event Service Representative (ESR) and the Seattle Fire Department. The Festival is to provide adequate floor protection for move-in/event/move-out.
- G. A Festival banner may be attached to the Mercer Skybridge per current contract guidelines. The banner will be hung by the Seattle Center stage crew. The signs shall be a minimum of 12' long; maximum of 22' long. Maximum height of sign is 3-1/2'. Grommets shall be inset at 2' centers. General Festival sponsor banners shall not include advertisements for hard liquor (beer and wine allowed) or illegal activity.

**V. ELECTRICITY**

- A. Festivals shall supply electrical cable and extension cords as necessary. Festivals shall hire electricians licensed in the State of Washington to install electrical cable and obtain the proper permits. All electrical work shall comply with the current City of Seattle Electrical Code and the National Electrical Code.
- B. Festivals' electrical systems shall conform to Seattle Center power sources.
- C. Electrical cables and/or microphone cords which cross aisles or walkways shall be appropriately suspended or covered with rubber channel mats (or grid mats if on lawn) to conform with safety standards and prevent trip hazards.
- D. Use of ungrounded "zip cord" for lighting displays is prohibited unless devices meet UL listings.

**VI. GROUNDS/LANDSCAPING**

- A. The use of polystyrene is discouraged. Festival garbage and recycling programs are administered per current Festival contract.
- B. The minimum height for suspending over any campus roadway is 14'.
- C. Landscaped areas, including barked areas (excluding lawns), are generally off limits - no booths, storage, etc.





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D. Operation of all vehicles is allowed on asphalt surfaces only. Driving on pavers is discouraged. Driving on the lawn areas is not allowed. Should driving on any lawn area be necessary, 3/4" plywood shall be laid to cover wheel base and then removed as soon as possible.

E. The general speed limit is 10 mph.

F. Activities (i.e., vendor booths, massage tables, balloon blowers, fortune tellers, hair artists, bubble blowers, etc.) which are pre-approved by the Festival for lawn areas shall be placed on a 2"X" base and covered with plywood flooring. This guideline includes the entire activity area, including storage and cooking areas. All activities on lawn areas shall be pre-approved and listed in Event Service Order maps. In certain cases this guideline may not be feasible, and Festival will work with Seattle Center to protect the lawn as much as possible.

G. All trees and limbs used for any Festival activity shall be protected with a protective layer of soft, woven material or rubber hose (burlap and foam padding approved). Any use of trees and limbs for Festival activity shall not exceed the strength of the tree. The Seattle Center Landscape Crew Chief reserves the right to disallow any activity which may damage or injure trees and limbs.

H. All planted areas, including buildings, glass and lawns, shall be protected from heat caused by cooking equipment. The Festival will work with Seattle Center as much as possible to accommodate the need to provide protection from heat.

I. Festivals shall provide adequate traffic guards to ensure that trees, buildings and other campus fixtures are not harmed by the move-in/move-out process. Heavy equipment should be directed away from lawns and vegetation to avoid damage. Heavy equipment shall not be allowed on grounds without adequate traffic guards.

J. Staking is discouraged at Seattle Center to avoid damage to the underground water lines. Tents, stages, or other items which require guy wires should attach the ground end of the guy wire to concrete blocks (preferred). Should the need arise to stake into the ground, the maximum allowed is 12". Prior to staking, a Seattle Center Plumber or Gardener shall approve the length and location of the stakes. Stakes shall be pre-marked at 12" if possible.

K. No dumping of any product, liquid or solid, is allowed anywhere on Seattle Center grounds. Festivals shall make arrangements to legally dispose of all liquid and solid refuse. Illegal dumping is subject to fines by Seattle Center and the King County Water Quality Department.

L. The Seattle Center Landscape Crew Chief shall be advised on irrigation needs, redeployment of moveable planters and seating benches.

M. Hanging Baskets are considered permanent fixtures and are not to be moved or damaged.



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N. Festivals shall work with Seattle Center to provide adequate fencing (picket is preferred in non-beer garden areas) to protect landscaped areas that are at high risk of damage due to programming. A fencing plan is to be agreed upon by the Festival and the Seattle Center Landscape Crew Chief to move-in.

O. Adequate surface protection (i.e., astroturf) shall be provided for cooking, oil or grease-producing activities. Any waste produced from such activities shall be disposed of in appropriate containers supplied by and disposed of by the Festival (for grease) and Seattle Center (for ash).

**VII. MECHANICAL SYSTEMS/PLUMBING**

A. No heat or air conditioning will be available in any Seattle Center facility if the facility roll door is open. Special effects may impair the HVAC system (i.e., fire, smoke, etc.).

B. Festivals shall endeavor to avoid blocking air return and supply grills. This is particularly important in the Northwest Rooms and the Exhibition Hall.

C. Festivals shall work with Seattle Center plumbers to check for potable water locations before setting up for exhibits. All water connections to Seattle Center hardware shall be done by Seattle Center Plumber.

**VIII. SAFETY**

A. Forklift and general vehicle operators shall be licensed in accordance with all current laws. Forklift operators shall be competent to operate a forklift and successfully complete a training course as defined in the Washington Administrative Code 296-24-23025(2).

B. No passengers shall be permitted on fork lifts, electric carts, or any other vehicle unless seated in the original passenger seats, one passenger to a seat.

C. All Festival personnel shall wear appropriate safety gear.

D. Vehicle traffic is discouraged once the event opens. Should vehicle use be necessary on grounds, the vehicle operators shall provide a minimum of one person to walk the vehicle through the crowd to the designated area(s). This person shall be easily visible to all patrons.

E. It is the responsibility of Seattle Center staff to reasonably protect the facilities and grounds and ensure the safety of all patrons for all events. Seattle Center staff shall report safety concerns to the Director, Seattle Center Festival Coordinator, Duty Manager(s), Event Service Representative(s) and/or Building Manager(s) who will work closely with the Festival to create a safe environment for everyone.





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT B  
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F. Seattle Center staff (Director, Seattle Center Festival Coordinator, Duty Manager(s), Event Service Representative(s) and/or Building Manager(s)) retain ultimate authority for safety issues, including halting performances and adjusting safety procedures in facilities if necessary. The Festival and Seattle Center will work on this guideline to form a safety plan agreeable to both organizations.

G. Festival will invite the Seattle Center Festival coordinator and Event Service Representative to participate in the appropriate meetings with Seattle Fire Dept. and Seattle Police Dept.

H. Festival shall provide adequate medical staff including a minimum of two paramedics on site for each event day.

**IX. PUBLIC ARTWORK**

A. A clear, unobstructed line of sight and access to all public art shall be maintained. No attachments of any kind shall be made to existing public artwork on the grounds. Festival may propose a variance to Seattle Center if appropriate on a case-by-case basis.

**X. CENTER HOUSE**

A. Seattle Center recommends using the Center House Stage for spectator events. Floor (i.e., expo) events are recommended for the third floor balcony area. Should the Festival choose not to program the Center House Stage, the Festival will give Seattle Center three months notice prior to the first day of the Festival so that Seattle Center can provide spectator programming.

B. Programming on the Food Court Level shall not obstruct line-of-sight or walkways to Center House merchant establishments.

C. It is a goal of Seattle Center to retain a maximum number of tables and chairs on the 2nd floor, food court area.

D. Center House ingress/egress shall be maintained. Programming next to Center House access doors is discouraged.

E. Festival shall work with Seattle Center Contracts & Concessions Office to create an access plan for employees of Center House merchant establishments prior to load-in. Center House deliveries will be coordinated with Festival.

F. All Festival sales in Center House are to be approved by the Seattle Center Contracts & Concessions Office.



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**XI. FLAG PAVILION/FESTIVAL PAVILION**

- A. No beer gardens on the rooftop plaza.
- B. No large dynamic loads, i.e. merry-go-round, on the rooftop plaza.
- C. No trucks or other vehicles, other than Seattle Center forklifts, on the rooftop plaza.
- D. Temporary ice rink can be installed inside Festival Pavilion on west end.
- E. Load in/load out through front roll-up doors and/or west loading area and freight elevator, and back corridor.

**XII. FLAG PLAZA/FESTIVAL PAVILION PLAZA**

- A. By law, nothing shall be attached to the Flag Plaza flag poles as they currently exist while the flags are flying. Flags may be re-deployed at the discretion of the Festival and Seattle Center.
- B. Festival Pavilion Plaza Guidelines shall be produced in accordance with these Site Guidelines.

**XIII. FOUNDER'S COURT**

- A. Food and/or beverage booths & vehicle operation in this area are generally discouraged.

**XIV. INT'L FOUNTAIN, DUPEN FOUNTAIN & OTHER ARTISTIC & DISPLAY FOUNTAINS**

- A. Pedestrian traffic (including strollers and wheelchairs) is permitted in the int'l fountain. Sun bathing with bathing suits is permitted in the Int'l Ftn. Bicycles and skates are not allowed in the Int'l Ftn. Any changes in the sound/water programming shall be discussed with the Seattle Center Festival Coordinator.
- B. Wading in the DuPen Fountain is permitted. Climbing the sculptures and rocks is not permitted.
- C. Children require an adult supervisor.





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- D. Pets are generally not allowed in the fountains.
- E. Access to fountains shall be maintained. No attachments of any kind shall be made to fountains. Festival will work with Seattle Center to create a plan to monitor safety issues at the fountains.

**XV. KEYARENA**

- A. Loading and unloading shall occur at the South service yard **ONLY**. Other doors and/or ramps are not considered appropriate loading routes. Elevator 5-R can be used if coordinated with ESR.
- B. Nothing larger than a non-motorized handtruck shall be wheeled down handicap access ramps.
- C. Generally, all operations for the Key Arena shall be in accordance with the general KeyArena operating guidelines.

**XVI. NORTHWEST ROOMS COURTYARD/BREEZEWAY**

- A. **No driving on the NW rooms breezeway between Snoqualmie & Shaw Rooms.** Extreme crushing damage possible to people in rooms below. Working with the vehicular weight limits in the upper Northwest Court area is critical. The maximum weight limits directly in front of the NW Rooms doors are:

Maximum vehicle load	10,600 lbs.
Maximum axle load	8,500 lbs.
Maximum wheel load	4,250 lbs.
Maximum static load uniformly distributed over not less than a 4'x4' footprint	500 lbs./sq. ft.

1/4-ton trucks and vehicles of comparable weight **ONLY** are permitted over the NW tunnel. Maximum weight limits in this are:

Maximum vehicle load	5,000 lbs.
Maximum axle load	4,000 lbs.
Maximum wheel load	2,000 lbs.
Maximum static load uniformly distributed over not less than a 4'x4' footprint	250 lbs./sq. ft.

**XVII. OPERA HOUSE/MCCAW HALL**

- A. No vehicular traffic is permitted in the south balcony courtyard.



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B. Seattle Center recommends that the Orchestra Pit be in the fully-secured and safe "up" position at stage level. Placing the Orchestra Pit at any other level may result in the need for additional security at the Orchestra Pit at Festival expense.

C. Lighting levels in the auditorium shall be kept at a safe level as determined by SFD and Seattle Center.

D. Security staffing should be consistent with type of show. See also #1 under Programming.

E. Generally, all operations for the Opera House & McCaw Hall shall be in accordance with the general Opera House & McCaw Hall operating guidelines.





**CONFERENCE CENTER**

Classroom tables are 30" x 6" and seat 3 people at each. One parking permit is available if all rooms are leased.

Tables and chairs except for areas set by a decorator  
U.S. and State Flags  
Chalkboards  
Easels  
Lecterns, standing and table

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued for any vehicle which does not have a parking permit or 30 minute load/unload permit or which overstay the 30 minutes. Discuss your need for these with your ESR who will supply them where policy allows.

**ACCESSIBILITY:** Wheelchairs and strollers can access Center House from the East, West & South sides. There are elevators to the 3rd Floor. Meeting rooms and restrooms are wheelchair accessible. Assistive listening systems are installed and per the Americans With Disabilities Act, devices must be made available by you to your guests. At the time of giving your Event requirements to your ESR arrangements should be made to activate the system and have receivers available.

**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C  
SEATTLE CENTER FACILITY ADDENDA**

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and takes Incident reports as needed. Staff at the Customer Service Desk will radio them in response to your call from the white courtesy phone in the Conference Center lobby.





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C  
SEATTLE CENTER FACILITY ADDENDA**

**EXHIBITION HALL**

Exhibition Hall	
<u>Maximum Capacities:</u>	
Theatre Style	1000
Banquets	1890
<u>Characteristics</u>	
Dimensions	180' x 220'
Square Footage	40,000
Ceiling Height	7'11" - 18'6"
Floors	Composition Tile
Room Lighting	Fluorescent
Support columns	27 in 3 rows of 9 each running N to S
<u>Included with License Fee</u>	
Tables 8' x 30"	5
Chairs *	1000
Parking Permit	4
Projection Table 2' x 3'	1
House Sound	yes
Microphones	8

\*These tables and chairs are not available for use in areas set by a decorator, such as exhibit spaces.

Banquet capacity is based on 10 guests per 6' round table. Banquet tables are included with the License Fee if the primary purpose of the rental is for a catered Event. Linen service is not available. The charge for tables in excess of the number shown as included with the License Fee is \$9.00 per 8' x 30" table, \$9.00 per 6' round table.

Classroom tables are 8' x 30" and may be rented at \$9.00 per table for the run of the show. The tables included with the room rental can be supplied with white paper covers. Paper covers for additional tables are \$2.00 each.

As available, U.S. and Washington State flags, easels, chalkboards, and both table & standing lecterns are provided at no charge with the facility rental.

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued to any vehicle which does not have a parking or 30 minute load/unload permit or which overstay the 30 minute limit. Discuss your need for access to the grounds with your ESR who will supply these permits where policy allows.

**All Seattle Center equipment must be set up and operated by Seattle Center staff.**

**SET-UPS:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your Event. This plan is based on the Event Service Representative's information which is due from you at least 15 days prior to the Event; additional charges apply if information is received later.

One standard set-up per day is included with the license fee. Provision of an additional set-up on any day is subject to staff availability and additional labor charges.

There is a roll up door for loading access at the Southeast corner which is 18' wide by 13'6" high. If the door is left open for more than 24 hours, heating and/or cooling will be supplied to the building. Exhibitors may carry in their own material and set up their exhibits. If porter service is needed, a commercial decorator should be contacted.

**PERSONNEL REQUIREMENTS:** Depending on the nature of the Event, additional staff may be required. Sound or stage technicians may be needed to set up and remove equipment and to operate it during the Event. Admissions Guard(s) are required for traffic control during any time that an Event generates heavy vehicular activity. Other Admissions personnel may be required for Event security or crowd control, or as ushers or door attendants for shows or dances. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel and whether they may be hired through Seattle Center or from outside sources will be determined by your ESR based on union regulations and Seattle Center policy. See Personnel Rates Addendum for rates which will be charged for these services.

**SOUND:** Sound equipment in addition to the built-in system with ceiling speakers, is available for rental. Seattle Center Sound operators are required to operate all additional equipment we install except tape players. See Equipment Addendum for types of equipment available and current prices.



## NORTHWEST FOLKLIFE CONTRACT EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

**STAGE:** Stage platforms are rented by the unit and are available in various heights: 8", 16", 24", 32" and 48". Units are 4'x 8'. See Equipment Addendum. A stage consisting of 10 or fewer pieces will be set at no labor charge. Stage technicians are required to hang anything inside or in front of the building which requires a lift or ladder to be used. Exceptions may be made inside the building for qualified decorators. Theatrical lighting must be ground supported. The ceiling is not weight bearing and supports no rigging.

**CONCESSION STANDS** are located at the north end of the hall. The Seattle Center concessionaire has the exclusive right to sell food and beverages but may agree to sell a waiver. For further information contact Service America at 448-9319.

**LOADING** for exhibit shows is from the south side of the hall through the maintenance courtyard up the loading ramp, or for hand carried or trucked items, through the front doors. One traffic lane must be kept open on the loading ramp at all times for Fire Department access. Exhibitor load-in times should be staggered. Load/Unload permits for the exhibitors can be provided by your ESR.

**ELECTRICAL:** 120V outlets are located on perimeter walls. Additional power is available:

(3) 200A - 3P services

(1) 100A - 3P service

All services must be accessed through a power distribution terminal. Any electrical hook-ups must be done by a Washington State licensed electrician approved by Seattle Center and the work must comply with City of Seattle Department of Construction and Land Use codes.

Lighting is controlled by breaker switches which turn off small groups of alternating fixtures to allow for different lighting levels throughout the building.

**WATER SUPPLY AND DRAINAGE:** Contact your ESR for information about water supply and drain locations and policies regarding hook-ups.

**FLOOR RESTRICTIONS:** For protection of the tile floors, only certain types of tape are permitted. See your ESR for a list of acceptable tapes.

### Floor Loading Guide:

Traffic Load:

Max. Vehicle Weight:

Max. Single Axle Limit

Max. Single Wheel Limit

### Exhibition Hall & Founders Court

5,000#

4,000#

2,000#

Static Load: Maximum Distributed uniformly over not less than 4'x4' area 250#/sq ft

Load limits refer to pneumatic tired equipment only. Steel tread wheeled dollies are not allowed.

All steel scaffolding and display supports must have foot pads under the vertical posts.

**SIGNS AND POSTERS:** Outside banners may be hung from the north balcony railing; inside banners from railings on the east and west balconies. Any banners placed on inside walls which require ladders or lifting devices must be hung by Seattle Center stage personnel; exceptions may be granted for qualified decorators. Nothing may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic.

There is a two sided, lighted readerboard in front of the Exhibition Hall (north side). Each side has room for three lines with up to 14 characters on each line. This is available for your use at no charge on the day(s) of your event or on any immediately preceding dates, as available.

**ACCESSIBILITY:** The Exhibition Hall is wheelchair and stroller accessible at the north entry doors by way of a ramp. The restrooms located in the northeast corner are wheelchair accessible.

An assistive listening system is available for temporary installation. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. The system is a single channel infrared system.

Receivers can be distributed by a Seattle Center Admissions person if pre-arranged. Alternatively you may sign receivers out to guests. If the need for receivers is greater than the expectation, requests for additional receivers may be made on site by using the White Courtesy Phone located in Room E-101 to call the Customer Services Desk.





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C  
SEATTLE CENTER FACILITY ADDENDA**

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and takes incident reports. Contact the Customer Services Desk by means of the white courtesy phone located in Room E-101 to report all incidents. They will radio an Emergency Services Unit officer.

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# NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

## FLAG PAVILION

	Full Flag Pavilion	Room A
<b>Room Capacities:</b>		
Theatre Style	1,800	1,200
Classroom Style 4 per table	788	500
Classroom Style 3 per table	591	375
Banquets	1,200	800
<b>Characteristics</b>		
Dimensions*	67'x283'	67'x171'
Approx. Square Footage	17,800	11,457
Ceiling Height	20'	20'
Floors	Concrete	Concrete
Room Lighting	Fluorescent	Fluorescent
<b>Included with License Fee</b>		
Tables 6' x 30" **	6	4
Chairs **	1,800	1,200
Parking Permit	1	0
Projection Table 2'x3'	1	1
House Sound	yes	yes
Microphones	5	4

\*See floor plan for variance for utility closets.

\*\*These tables and chairs are not available for use in areas set by a decorator.

As available, U.S. and Washington State flags, easels, chalkboards, and both table & standing lecterns are provided at no charge with the facility rental.

Banquet capacity is based on 10 guests per 6' round table. Banquet tables are included with the License Fee if the primary purpose of the rental is for a catered Event. No linen service is available. The charge for tables in excess of the number shown as included with the License Fee is \$9.00 per 6' x 30" table, \$9.00 per 6' round table.

Classroom tables are 6' x 30" and may be rented at \$9.00 per table for the run of the show. The tables which are included with the room rental can be supplied with white paper covers. Paper covers for additional tables are \$2.00 each.

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued to any vehicle which does not have a parking permit or 30 minute load/unload permit or which overstays the 30 minute limit. Discuss your need for access to the grounds with your Event Service Representative who will supply these permits where policy allows.

### ALL SEATTLE CENTER EQUIPMENT MUST BE SET UP AND OPERATED BY SEATTLE CENTER STAFF.

**SET-UPS:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your Event. This plan is based on the Event requirements which are due from you at least 15 days prior to the Event. Additional charges apply if information is received later than this.

One standard set-up per day is included with the license fee. Provision of an additional set-up on any day is subject to staff availability and additional labor charges.

Exhibitors may carry in their own material and set up their exhibits. If porter service is needed, a commercial decorator should be contacted. There is a roll-up door for loading access at the southwest corner which is 12' x 15' wide by 15' x 15' high. If this door is left open for Move-In or -Out, neither heating nor cooling will be supplied to the building.

**PERSONNEL REQUIREMENTS:** Depending on the nature of the Event, additional staff may be required. Sound or stage technicians may be needed to set up and remove equipment and to operate it during the Event. Admissions Guard(s) are required for traffic control during any time that an Event generates heavy vehicular activity. Other Admissions personnel may be required for Event security or crowd control, or as door attendants for dances. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel and whether they may be hired through Seattle Center or from outside sources will be determined by your ESR based on union regulations and Seattle Center policy. See Personnel Rates Addendum for the rates which will be charged for these services.





## NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

**SOUND:** Sound equipment in addition to the built-in system with ceiling speakers, is available for rental. Seattle Center Sound operators are required to operate all additional equipment we install except tape players. See Equipment Addendum for inventory and current prices.

**STAGE:** Stage platforms are rented by the unit and are available in various heights: 10.5", 16", 24", 32" and 48". Units are 4'x 8' or 6'x 8'. See Equipment Addendum. A stage consisting of 10 or fewer pieces will be set at no labor charge. Stage technicians may be required if there are banners to be hung either inside or in front of the building. Theatrical lighting must be ground supported. The ceiling is not weight bearing and supports no rigging.

**ELECTRICAL:** 120V outlets are located on perimeter walls.

Additional power available:

(2) 200A - 3P, 120/208V services in a utility closet

(7) 50A - 1P, 120/208V services in floor pods

All services are accessed through a power distribution terminal. Any electrical hook-ups must be done by a Washington State licensed electrician approved by Seattle Center and the work must comply with City of Seattle Department of Construction and Land Use Codes.

### FLOOR RESTRICTIONS:

#### Floor Loading Guide:

Traffic Load:

Max Vehicle Weight:

10,000#

Max Single Axle Limit

8,000#

Max Single Wheel Limit

4,000#

Static Load: Maximum distributed uniformly over not less than 4'x4' area

500#/sq. ft.

**SIGNS AND POSTERS:** The south wall (the long wall) has a fabric portion in which tacks or pins (but not staples or tape) may be used. Nothing may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic. Banners may be hung outside the North face of the Flag Pavilion on a pre-hung wire. These and any banners placed on an inside wall which require a ladder or lifting device must be hung by Seattle Center stage personnel.

There are two lighted readerboards on the north side (front) of the building that are included with the rental of the Facility on the days for which you have rented it, or if no other Licensee is using the Facility and the readerboard is available, on immediately preceding days. These each have five lines and hold 14 characters per line.

**ACCESSIBILITY:** The Flag Pavilion is wheelchair and stroller accessible at all entry doors on the north side of the building. There are wheelchair accessible restrooms at the west end of the Facility.

An assistive listening system is installed. To comply with the Americans with Disabilities Act, you must make this available to your guests. Arrange with your ESR in advance of the Event to activate the system and have receivers available. Either a Seattle Center sound system must be in use or a feed from an outside system must be provided in order to activate the Assistive Listening System. The system is a single channel radio frequency system.

Receivers are signed out by your guests at the Customer Service Desk (open 7:00am-11:00pm daily) at which they will be asked to leave a picture ID such as a driver's license. This will be exchanged for the returned receiver after the Event. Alternatively, you may make arrangements in advance with your ESR to pick up receivers for use by your guests. Use the white courtesy phone at the northwest end of the room next to the office, to request additional receivers if you underestimate the number needed.

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and takes incident reports. Contact the Customer Service Desk by means of the white courtesy phone in the office at the west end of the building to report all incidents. They will radio an Emergency Services Unit officer.



# NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

## MERCER ARENA

	Mercer Arena	Half Mercer Arena
<b>Room Capacities:</b>		
Theatre Style	6,181*	3,247
Combined Seating Concerts	6,079*	
Classroom Seating 4 per table	800	---
Classroom Seating 3 per table	600	---
Banquet Seating	1,000	---
<b>Characteristics</b>		
Dimensions	79'6" x 197'	79'6" x 85'
Approx. Square Footage	15,860	6,755
Ceiling Height	40'	40'
Floors	Concrete***	Concrete***
Room Lighting	Metal Halide & Incandescent	
<b>Included with License Fee</b>		
Tables 8' x 30" ****	5	5
Portable Chairs****	1,884	684
Parking Permit	6	6
Projection Table 2' x 3'	1	1
Projection Screen	24' x 30'	None
House Sound	yes	yes
Microphones	8	4

\*For Combined Seating concerts, Sections 51-93 will be reserved seating (2,809 seats based on no obscured view), and seats in Sections 1-50 plus standing room floor space will be General Admission up to and not exceeding 3,270 persons. No more than 2,750 General Admission tickets shall be sold prior to approval of the stage plan by the City. \*\*Due to a grid at the South end of the floor clearance is 29' 6" for the first 20' from the South dasher.

\*\*\*Floor is concrete; when flooded for ice surface, events will be on an insulated plywood floor over the ice.

\*\*\*\*These tables and chairs are not available for use in areas set by a decorator, such as exhibit spaces.

Banquet capacity is based on 10 guests at each 6' round table. Banquet tables are included with the License Fee if the primary purpose of the rental is for a catered Event. Linen service is not available. The charge for tables in excess of the number shown as included with the License Fee is \$9.00 per 8' x 30" table, \$9.00 per 6' round table.

Classroom tables are 8' x 30" and may be rented at \$9.00 per table for the run of the show. The tables included with the room rental can be supplied with white paper covers. Paper covers for additional tables are \$2.00 each.

As available, U.S. and Washington State flags, easels, chalkboards, and both table & standing lecterns are provided at no charge with the facility rental.

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued to any vehicle which does not have a parking or 30 minute load/unload permit or which overstates the 30 minute limit. Discuss your need for access to the grounds with your ESR who will supply these permits where policy allows.

### ALL SEATTLE CENTER EQUIPMENT MUST BE SET UP AND OPERATED BY SEATTLE CENTER STAFF.

**SET-UP:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your Event. This plan is based on the Event requirements which are due from you at least 15 days prior to the Event; additional charges apply if information is received later than this.

One standard set-up per day is included with the license fee. Provision of an additional set-up on any day is subject to staff availability and additional labor charges.

There is a roll up door for loading access at the south end of the Mercer Arena which is 16' wide x 15' high. If this door is left open for more than 30 minutes, no loading will be supplied to the building. Exhibitors may set up in their own material and set up their exhibits. If porter service is needed, a commercial decorator should be contacted.

**PERSONNEL REQUIREMENTS:** Depending on the nature of the Event, additional staff may be required. Sound or stage technicians may be required to set up and remove equipment and to operate it during the Event. Admissions Guard(s) are required for traffic control during any time that an Event generates heavy vehicular activity. Other Admissions personnel may be required for Event security or crowd control, or as door attendants and ushers for shows with an audience. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel and whether they may be hired through Seattle Center or from outside sources will be determined by your ESR based on union regulations and Seattle Center policy. See Personnel Rates Addendum for rates that will be charged for their service.





## NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

**SOUND:** There is a built-in sound system with speakers in the ceiling at the south end of the Mercer Arena and also in a cluster in the center of the facility. For half Mercer Arena, only the center cluster is used. Additional sound equipment is available for rental. Seattle Center Sound operators are required to attend to all such equipment, except tape players, during the Event. See Equipment Addendum for inventory and current prices.

**RIGGING:** All weight bearing beams run East to West and are 28' 2" apart. The grid at the south end of the floor is not weight bearing. Floor to low beam height is 45'. For safety reasons, no rigging is done to high beam.

**STAGE:** Stage platforms are rented by the unit and are available in various heights: 10.5", 16", 24", 32" and 48". Units are 4'x 6' or 6'x 8'. See Equipment Addendum. A stage consisting of 10 or fewer pieces will be set at no labor charge. Stage barricade is available for rent from Seattle Center. It is primarily plywood although there is a limited amount of bicycle barricade. Stage technicians will be required to hang anything inside which requires a ladder or lifting device. Consult your ESR regarding hanging banners outside.

**STAGE LIGHTING:** There are 4 supertrouper spotlights in the Mercer Arena. The projection booth at the north end holds two of these, the other two are usually placed one each at the east & west corners at the back of the seating. There is enough power for a fifth supertrouper. Temporary lighting systems, rigged or ground supported, must be installed by Seattle Center stage personnel who also run all spotlights, whether rental, truss, or house. Road crew or lighting company personnel can run their lighting board. There are empty "buckets" on the east and west sides of the building; each location is served by a separate 20 AMP, single phase service.

**CONCESSION STANDS** are located at the north end of the building. Seattle Center concessionaires have exclusive rights for the sale of food and beverage concessions and program and novelty concessions. Consult with your Event Service Representative to arrange for these services.

**TICKETING** for all Spectator Events in the Mercer Arena is under exclusive contract with Ticketmaster for both advance and on-site ticketing. See Ticketing Addendum for further information.

**LOADING** for shows is from the alley on the south side. This alley also serves Memorial Stadium, Exhibition Hall loading area and the Seattle Center maintenance areas. Therefore, only one truck at a time may unload and must be parked in such a way as to not block the alley. One lane of traffic must be kept open at all times for Fire Department access. Load-in times may be restricted to accommodate other events.

**PARKING** permits included with the rental are: 2 for the charter bus zone behind the building, 1 in the maintenance area, and 3 in the Mercer St. Garage. Large vehicles that do not need to be close to the building should be parked in the oversized parking stalls in Lot 2 across 5th Avenue North.

**ELECTRICAL:** Power supplies available in the Mercer Arena:

- (2) 200A - 3P services (one at the southeast hallway, one at the southwest hallway)
- (1) 400A - 3P service (West hallway)

All services are accessed through a power distribution terminal. Any electrical hook-up must be done by a Seattle Center Stage person or by a Washington State licensed electrician approved by Seattle Center and the work must comply with City of Seattle Department of Construction and Land Use codes.

Lighting is controlled by breaker switches which turn off small groups of alternating fixtures to allow for different lighting levels throughout the building.

### FLOOR RESTRICTIONS: Floor Loading Guide:

Traffic Load:	Max. Vehicle Weight:	10,000#
	Max. Single Axle Limit:	8,000#
	Max. Single Wheel Limit:	4,000#
Static Load:	Maximum distributed uniformly over not less than 4'x4' area	500#/sq. ft.

Load limits refer to pneumatic tired equipment only. Steel tread wheeled dollies are not allowed. All steel scaffolding and display support posts must have foot pads under vertical support posts.

**SIGNS AND POSTERS:** Outside banners may be hung on the north outside face of the building by Seattle Center stage personnel. Any banners placed inside which require ladders or lifting devices must be hung by Seattle Center stage personnel. Nothing may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic.

There is a two line lighted readerboard on the front of the Mercer Arena (north side) and a six line lighted readerboard at 5th Ave. N. & Mercer St.; each line holds up to 14 characters. These are available for your use at no charge on the day(s) of your event or on any immediately preceding dates, as available.

**ACCESSIBILITY:** The Mercer Arena is wheelchair and stroller accessible at the North entry and at the backstage entrance on the south end of the building. The restrooms located on the north end are wheelchair accessible. An assistive listening system is available in the building. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed.



## **NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA**

and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. The system is a single channel infrared system. Guests should obtain a receiver and headset by requesting them from the Head Usher in the building. This person is located in the office at the bottom left of the entry stairs. If no Head Usher is working the event, the Door Attendant may be contacted for assistance.

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and takes incident reports. Contact the Customer Services Desk by means of the white courtesy phone located near the southwest loading door to report all incidents. They will radio an Emergency Services Unit officer.





# NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

MERCER FORUM

ROOM*	I	II	III	IV	V	VI	VII	VIII
<b>Room Capacities:</b>								
Theatre Style	80	75	79	102	82	112	97	89
Classroom Style 4 per table	60	60	44	60	56	72	68	48
Classroom Style 3 per table	45	45	33	45	42	54	51	38
Banquet Style	90	90	60	90	70	100	80	60
<b>Characteristics:</b>								
Dimensions	27'x40'	27'x40'	33'x23'	33'x40'	27'x36'	36'x39'	24'x51'	23'x51'
Square Footage	1,080	1,080	1,000	1,320	970	1,400	1,220	850
Ceiling Height	12'	12'	12'	12'	12'	12'	12'	8'
Floors	carpet	carpet	carpet	carpet	carpet	carpet	carpet	carpet
Room Lighting	incandescent w/dimmer 110v	incandescent w/dimmer 110v	incandescent w/dimmer 110v	incandescent w/dimmer 110v	incandescent w/dimmer 110v	incandescent w/dimmer 110v	incandescent w/dimmer 110v	incandescent 110v
Utility	208v/3phase	208v/3phase	208v/3phase	208v/3phase		208v/3phase		
<b>Included with License Fee</b>								
Projection Screen	NA	NA	NA	NA	6'x10'	6'x10'	6'x10'	6'x10'
Projection Table 2'x3'	1	1	1	1	1	1	1	1
House Sound System	yes	yes	yes	yes	yes	yes	yes	yes
Microphones	4	4	4	4	3	4	4	2
Staging	NA	NA	NA	NA	NA	NA	NA	NA

\*Rooms I & II and Rooms III & IV are each separated by portable walls which pair can be retracted to make two large rooms.

Classroom tables are 30" x 8" and seat 4 people each.

Banquet tables are 6' rounds and seat 10 people each.

Temporary telephone service is available in all rooms.

One parking permit is available if all rooms are leased.

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued for any vehicle which does not have a parking permit or 30 minute load/unload permit or which overstays the 30 minutes. Discuss your need for these with your ESR who will supply these permits where policy allows.

Included with License Fee, subject to availability:

- Tables and chairs, except for areas set by a decorator
- and Washington State Flags
- Chalkboards
- Easels
- Lecterns, standing and table
- Portable coatracks

Electrical service connections must be provided by Seattle Center staff or Washington State licensed electricians approved by Seattle Center, and be in compliance with City of Seattle DCLU codes.

## ALL SEATTLE CENTER EQUIPMENT MUST BE SET UP AND OPERATED BY SEATTLE CENTER STAFF.

**SET-UPS:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your Event. This plan is based on your Event requirements which are due from you to your ESR at least 15 days prior to the Event; additional charges apply if information is received later.

One standard set-up per day is included with the license fee. Provision of an additional set-up on any day is subject to staff availability and additional labor charges.

Exhibitors may carry in and set-up their own exhibits. If porter service is needed, a commercial decorator should be contacted.

**PERSONNEL REQUIREMENTS:** Additional Seattle Center staff may be required for sound operation, traffic guard or Admissions tasks. Any additional Seattle Center staff needed must be paid for a minimum of four hours. See Personnel Rates Addendum.

**SOUND:** Additional sound equipment may be rented; this may require hiring a Seattle Center Sound Operator to be in attendance at the Event. Sound from Rooms may be patched through ceiling speakers into hallways and the lobby. Tape players may be operated by the Licensee once they are installed by a Seattle Center Sound Operator. Contact your ESR for sound arrangements. See Equipment Addendum for inventory and pricing.



## NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

**LOADING** is from the south side of the building through the maintenance courtyard, or for hand carried or trucked items, the elevator on the north side of the building. One traffic lane must be kept open in the loading area at all times for Fire Department access. Load-in times should be staggered. Load/Unload permits can be provided by your ESR.

**SIGNS AND POSTERS:** Push pins and tacks may be used on the soft walls in the rooms, but not tape or staples. Nothing may be hung on finished wood or painted surfaces by means of pins, tacks, staples, or tape. Signs, posters, and notices may be hung on the wall in the lobby or in front of the building which requires a permit. Signs, posters, and notices may be hung on the building for outside decorations. There are no readerboards at Mercer Forum. Readerboards on the perimeter of the grounds may be rented subject to availability.

**ACCESSIBILITY:** Wheelchairs and strollers can access Mercer Forum by elevator on the North side. Ramp to elevator is located under the "Opera House" readerboard on Mercer Street. Meeting rooms, telephones, and restrooms are wheelchair accessible.

An assistive listening system is available for temporary installation. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. The system is a single channel infrared system.

Receivers can be distributed by a Seattle Center Admissions person if pre-arranged. Alternatively you may sign receivers out to guests. If the need for receivers is greater than the expectation, requests for additional receivers may be made on site by using the White Courtesy Phone located on the west side of the south hallway, across from the entrance to Room 11.

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and is required to take Incident reports. Staff at the Customer Information Desk will radio them in response to your call from the White Courtesy Phone located on the west side of the south hallway, across from the entrance to Room 11.





# NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

## NORTHWEST ROOMS

ROOM	Aiki*	Rainier	Olympic	Snoqualmie	San Juan**	Lopez	Fidalgo	Shaw	Orcas
<b>Room Capacities</b>									
Theatre Style	228	720	432	629	768	312	140	180	65
Classroom Style, 4 per table		348	200	300	400	180	88	120	28
Classroom Style, 3 per table		261	150	225	300	135	66	90	21
Banquets 10 seats, 6' rounds	250	350	200	300	400	150	90	120	30
<b>Characteristics</b>									
Dimensions	50'x60'	66'x91'	58'x70'	47'x111'	131'x51'	62'x51'	30'x51'	39'x51'	25'x37'
Square Footage	3,000	6,006	4,069	5,217	6,681	3,162	1,530	1,989	925
Floors	carpet/wood	tile	tile	tile	carpet	carpet	carpet	carpet	carpet
Ceiling Height	9' - 23'	12'	12'	19'	12'	12'	12'	12'	12'
Room Lighting	Main lights: Incandescent	Generally fluorescent and compact fluorescent; Track lighting can be installed if Licensee provides lamps							
<b>Included with License Fee</b>									
Tables 8'x30" w/ linens	3	5	4	5	8	3	2	2	1
Projection Table 2'x3'	1	1	1	1	1	1	1	1	1
Built-in sound system	yes	yes	yes	yes	yes	yes	yes	yes	yes
Microphones	3	5	4	5	8	3	2	2	1
Platforms (6'x8'x8")	3	5	5	5	8	4	1	3	0
10 or fewer at no labor charge									
Bottled water dispenser w/ 7 oz. Cups (private events only)	1	3	2	3	4	2	1	1	1
<b>Maximum Classroom Charge</b>	N/A	\$485	\$300	\$415	\$650	\$250	\$150	\$180	\$55

\*Aiki Room dimensions and theatre style seating capacity are for the lower level only. Banquet capacity is based on 180 seats on the lower level plus 70 on the mezzanine level. Classroom style use is not recommended due to the low level lighting. The room is carpeted except for a 28'7"x24' wood dance floor in the center of the lower level.

\*\*The San Juan Room is made by opening walls between the Lopez, Fidalgo and Shaw Rooms. Entries in the above table for the San Juan Room are for these 3 rooms as one room. With rental of the San Juan Room, the additional resources of the Orcas Room may be included.

Separate rental of the Orcas Room is only permitted in conjunction with rental of either the Olympic or Lopez Room.

As available, chalkboards, easels, U.S. & Washington State flags, table or standing lecterns and chairs (up to the number theatre capacity of the room) are provided at no charge with the facility rental with the exception that no Seattle Center equipment is provided for use in areas set by a decorator.

Banquet capacity is based on 10 guests per 6' round table. Banquet tables are included with the License Fee only when the Facility is rented primarily for a catered Event. Classroom tables (8' x 24") are available at \$9.00/table for the run of the show, up to the maximum classroom table charge. Standard tables measure 6'x30". For each table beyond the number shown as included with the room, the charge is \$9.00.

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued for any vehicle without a parking or 30 minute load/unload permit or which overstays the 30 minutes. Your ESR will discuss requests for permits and supply them where policy allows. When all Northwest Rooms are rented, one parking permit is included with the License Fee. **ALL SEATTLE CENTER EQUIPMENT MUST BE SET UP AND OPERATED BY SEATTLE CENTER STAFF.**

**SET UP:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service. Facilities (ESR) assigned to your Event. This plan is based on the Event requirements which are due from you at least 15 days prior to the Event. Additional charges apply if the Event requires more than the standard set up included with the License Fee. Equipment or an early in their own material and set up prior to the Event. If the service is needed, additional decorations should be contacted. Care needs to be taken to keep doors closed when not in use for Move-In/Out periods in order to maintain the temperature balance in the entire complex.

**PERSONNEL REQUIREMENTS:** Additional staff may be required, i.e. sound operators to run equipment, stage managers if used more than 10 stage pieces, admissions personnel or event security personnel. If there is heavy vehicular activity, door attendants and Seattle Police may be hired and/or Seattle Center or from other sources will be determined by your ESR based on Union regulations and Seattle Center policy. See Personnel Rates Addendum for rates that will be charged for their service.

**SOUND:** There is a built-in sound system with ceiling speakers in each room. Sound can be patched into the lobby or any of the rooms except Aiki (which has a separate system). Additional sound equipment is available for rental;



## NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

Seattle Center Sound staff are required to operate all but tape players we install. See Equipment & Services Addendum for available inventory and current prices.

**ELECTRICAL:** 120V perimeter wall outlets are located on perimeter walls in each room.

Each room except Orcas and Alki Rooms has utility panels that contain:

- (2) duplex 20A - 2P, 120V services (no tie in required);
- (2) 30A - 2P - 3W, 250V services;
- (2) 30A - 3P - 5W, 250V services;
- (1) 60A - 4P - 5W, 120/208V service; and
- (1) 100A - 4P - 5W, 120/208V service

All services, except the first, are isolated grounds and must be tied into with a locking type receptacle and power distribution terminal. These connections must be made by a Washington State licensed electrician approved by Seattle Center and their work must comply with City of Seattle Department of Construction and Land Use Codes. Each panel is limited to 150 AMP use, each room to 225 AMP except the Fidalgo and Shaw Rooms which must share a 225 AMP maximum service.

**FLOOR RESTRICTIONS:** For protection of the tile floors, only certain types of tape are permitted. See your ESR for a list of acceptable tapes.

### Floor Loading Guide:

	Republican St. Pedestrian Entry, Upper Courtyard & Shaw Room	Other NW Rooms
<b>Traffic Load:</b>		
Maximum Vehicle Weight:	5,000#	10,000#
Maximum Axle Limit:	4,000#	8,000#
Maximum Wheel Limit:	2,000#	4,000#
<b>Static Load:</b>		
Maximum Limit*	250#/sq ft	500#/sq ft

\*Max. limit must be uniformly distributed over not less than a 4'x4' area.

All steel scaffolding and display supports must have foot pads under vertical posts. Load limits refer to pneumatic tired equipment only. Steel tread wheeled dollies shall not be allowed.

**NO VEHICLES ARE PERMITTED IN THE ENTRY WAY BETWEEN THE SHAW & SNOQUALMIE ROOMS.** Should this restriction be disregarded by you or your exhibitors, a fine may be assessed.

**SIGNS AND POSTERS:** There are bulletin boards outside of rooms for your use. Inside, push pins and tacks, but no nails or staples, may be used on the padded divider walls in the Shaw, Lober, and Fidalgo Rooms, and on all bulletin board walls. Signs attached to the padded divider walls on the upper portion of the walls can be used to support heavy items. Signs may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic. Outside banners and signs may be hung only with prior approval of the Director.

There are no readerboards at the Northwest Rooms; readerboards on the perimeter of the grounds may be rented subject to availability.

**ACCESSIBILITY:** All rooms in the complex are wheelchair and stroller accessible. There are wheelchair accessible restrooms and public telephones in the lobby area between the Rainier and Olympic Rooms. Restrooms in the Alki and Snoqualmie Rooms are also wheelchair accessible.

Assistive listening systems are installed in each room except the Alki and Orcas Rooms for which portable systems are available. For the Americans with Disabilities Act, you must make these available to your guests. Assistive listening systems are picked up by your guards from the Customer Services Desk at which time you will need to leave a deposit ID such as a driver's license, which will be exchanged for ESR to pick up receivers for use by your guests. Use the white courtesy phone to request additional receivers if you underestimate the number needed.

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit will administer First Aid and take incident reports. Contact the Customer Services Desk by means of the white courtesy phone in the lobby between the Rainier and Olympic Rooms or in either the Snoqualmie or Alki Rooms, to report all incidents. They will radio an Emergency Services Unit officer.





# NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

## OPERA HOUSE

See Opera House Information Sheet or Opera House Production Guide for theater dimensions, seating capacities, and sound and stage equipment available in the Opera House.

### PERFORMANCE HALL

	Total Seats	Total Seats With Wheelchair Locations	Maximum Number of Wheelchair Locations
Main Floor*	1,728	1,723	19
Boxes & Lodges	676	660	12
2nd Balcony	694	694	0
<b>Totals:</b>	<b>3,098</b>	<b>3,077</b>	<b>31</b>

### AUXILIARY AREAS

	Ballet Room	Opera Room	Room 203-204**
<b>Room Capacities:</b>			
Theatre Style	175	175	175
Banquets	100	100	n/a
<b>Characteristics:</b>			
Dimensions	22' x 77'	22' x 77'	18' x 83'
Square Footage	1,694	1,694	1,494
Ceiling Height	10' 1"	10' 1"	8' 7"
Floors	Carpet	Carpet	Carpet
Room Lighting	Fluorescent/ Incandescent	Fluorescent/ Incandescent	Fluorescent

\*Main Floor totals include 62 portable plush chairs and 2 wheelchair locations on the orchestra pit elevators. There are 28 transfer seats on the Main Floor.

• As available, U.S. and Washington State flags, easels, chalkboards, and both table & standing lecterns are provided at no charge with the facility rental.

\*\* Room 203-204 is not ADA accessible

• Tables are 8' x 30" and may be rented at \$9.00 per table for the run of the show. Paper covers for tables are \$2.00 each.

Banquet capacity is based on 10 guests per 6' round table. Banquet tables are included with the License Fee. Linen service must be arranged directly with your caterer.

**All Seattle Center equipment must be set up and operated by Seattle Center staff.**

**SET-UPS:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your Event. This plan is based on the Event requirements which are due from you at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the license fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and additional labor charges.

**PERSONNEL REQUIREMENTS:** Personnel included in facility license fee is an ESR for coordination of Seattle Center services.

Additional staff will be required. Sound or stage technicians are needed to set up and remove equipment and to operate it during the Event. Admissions personnel are required for Event security or crowd control, or as ushers or door attendants. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel and whether they may be hired through Seattle Center or from outside sources will be determined by your ESR based on Seattle Center practices. See Personnel Rates Addendum for rates which will be charged for their service.

**SOUND:** There is a minimal built-in sound system with front of house speaker clusters. Additional sound equipment is available for rental. Seattle Center Sound operators are required to attend to all such equipment during the Event. See Opera House Information sheet or Opera House Production Guide for available inventory.

**STAGE:** See Opera House Information sheet or Opera House Production Guide for stage and lighting specifications. Stage technicians are required to set up and remove and/or hang anything on or over stage.



## NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

**CATERING:** All catering (food or beverage offered free of charge to event attendees) must be provided by a caterer approved by Seattle Center. Ask your ESR for a current list of approved caterers.

**FOOD CONCESSIONS:** The Seattle Center food & beverage concessionaire, Volume Services America, has the exclusive right to sell food and beverages. For further information contact Volume Services America at (206) 448-9319.

**MERCHANDISE / PROGRAM & NOVELTY CONCESSIONS:** The Seattle Center program & novelty concessionaire, Facility Merchandising Incorporated (FMI), has the exclusive right to sell merchandise, programs and novelties. For further information contact FMI at (206) 440-9257.

**TICKETING** for Spectator Events in the Opera House is under exclusive contract with Ticketmaster for both advance and on-site ticketing. See Ticketing Addendum for further information.

**LOADING** for shows is from Mercer Street on the north side of the Opera House. Stage door is 90" wide x 15'6" high. Loading dock has side-by-side loading capability and is 48" high. For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued to any vehicle which does not have a parking or 30 minute load/unload permit or which overstay the 30 minute limit. Discuss your need for access to the grounds with your ESR who will supply these permits where policy allows.

**PARKING:** Included with the facility rental are seven parking permits per day; five for the Mercer St. Garage and two reserved spaces next to the loading dock. Large vehicles that do not need to be close to the building should be parked in the oversized parking stalls in Fifth Avenue Parking Lot (Fifth Avenue & Republican Street).

**INSURANCE:** At least eleven days prior to the event, proof of Commercial General Liability insurance form (CG 00 01) is required. Please see the Opera House Production Guide or discuss with your Event Sales Rep the established minimum coverages.

**PROMOTION:** There is a two-sided lighted readerboard in front of the Opera House on Mercer Street. Each side has three lines, up to fourteen characters each line. Readerboard is available for your use at no charge on the day(s) of your event.

Event information submitted by you can be provided to the public by telephone 16 hours per day, 7 days a week via Customer Service staff, and 24 hours per day, 7 days a week via recorded event telephone line and on the Seattle Center website ([www.seattlecenter.com](http://www.seattlecenter.com)).

Event posters submitted by you can be placed by Seattle Center staff in on-ground announcement kiosks. Please discuss all promotion arrangements with your ESR.

**ACCESSIBILITY:** The Opera House is wheelchair- and stroller-accessible. The restrooms located on the north end are wheelchair-accessible.

An assistive listening system is available in the building. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. The system is a single channel infrared system.

Guests should obtain a receiver and headset by requesting them from the Head Usher in the building. This person is located in the office at the bottom left of the entry stairs. If no Head Usher is working the event, the Door Attendant may be contacted for assistance.

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and takes incident reports. Contact the Customer Services Desk by means of the white courtesy phone located near the southwest loading door to report all incidents. They will radio an Emergency Services Unit officer.





# NORTHWEST POLK LIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

## SEATTLE CENTER PAVILION

	Room A	Room B
<b>Est. Room Capacities:</b>		
Theatre Style	800	450
Classroom Style, 4 per table	448	248
Classroom Style, 3 per table	336	186
Banquets	500	300
<b>Characteristics</b>		
Dimensions	147' x 57'	78' x 68'
Approx. Square Footage	8,379	5,304
Ceiling Height	15'-8" to 20'-0"	15'-8"
Floors	Tile	Concrete
Room Lighting	Flourescent & Track	Flourescent & Track
<b>Included with License Fee</b>		
Tables 8' x 30"	5	4
Chairs *	Max Set	Max Set
Projection Table 2'x3'	1	1
House Sound	yes (via. portable speaker system)	yes (via. portable speaker system)
Microphones	5	4
Portable Walls (10'x10')	24	None

\*These tables and chairs are not available for use in areas set by a decorator.

As available, U.S. and Washington State flags, easels, chalkboards, and both table & standing lecterns are provided at no charge with the facility rental.

Banquet capacity is based on 10 guests per 6' round table. Banquet tables are included with the License Fee if the primary purpose of the rental is for a catered Event. No linen service is available. The charge for tables in excess of the number shown as included with the License Fee is \$9.00 per 8' x 30" table, \$9.00 per 6' round table.

For the safety of our guests, vehicular activity on the grounds is limited. Citations are issued to any vehicle which does not have a parking permit or 30 minute load/unload permit or which overstays the 30 minute limit. Discuss your need for access to the grounds with your Event Service Representative, who will supply these permits where policy allows.

### ALL SEATTLE CENTER EQUIPMENT MUST BE SET UP AND OPERATED BY SEATTLE CENTER STAFF.

**SET-UPS:** Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your Event. This plan is based on the Event requirements received from you at least 15 days prior to the Event; additional charges apply if information is received later than this.

One standard set-up per day is included with the license fee. Provision of an additional set-up on any day is subject to staff availability and additional labor charges.

Exhibitors may carry in their own material and set up their exhibits. If porter service is needed, a commercial decorator should be contacted.

**PERSONNEL REQUIREMENTS:** Depending on the nature of the Event, additional staff may be required. Sound or stage technicians may be needed to set up and remove equipment and to operate it during the Event. Admissions Guard(s) are required for traffic control during any time that an Event generates heavy vehicular activity. Other Admissions personnel may be required for Event security or crowd control, or as door attendants for dances. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel and whether they may be hired through Seattle Center or from outside sources will be determined by your ESR based on union regulations and Seattle Center policy. See Personnel Rates Addendum for the rates which will be charged for these services.



## NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C SEATTLE CENTER FACILITY ADDENDA

**SOUND:** Portable sound equipment is available for rental. Seattle Center Sound operators are required to operate all equipment we install, except tape and cd players. See Equipment Addendum for inventory and current prices.

**STAGE:** Stage platforms are rented by the unit and are available in various heights: 8", 16", 24", 32" and 48". Units are 4'x 8' or 6'x 8'. See Equipment Addendum. A stage consisting of 10 or fewer pieces will be set at no labor charge. Stage technicians may be required if there are banners to be hung either inside or in front of the building. Theatrical lighting must be ground supported. The ceiling is not weight bearing and supports no rigging.

**ELECTRICAL:** 120V outlets are located on perimeter walls.

Additional power available:

(1) 200A 3P, 120/208V (Service is in panel room located in Seattle Center Pavilion Room B)

All services are accessed through a power distribution terminal. Any electrical hook-ups must be done by a Washington State licensed electrician approved by Seattle Center and the work must comply with City of Seattle Department of Construction and Land Use Codes.

**FLOOR RESTRICTIONS:** For protection of the tile floors, only certain types of tape are permitted. See your ESR for a list of acceptable tapes.

**Floor Loading Guide:**

Traffic Load:	Max. Vehicle Weight:	5,000#
	Max. Single Axle Limit	4,000#
	Max. Single Wheel Limit	2,000#

Static Load: Maximum distributed uniformly over not less than 4'x4' area 250#/sq ft  
Load limits refer to pneumatic tired equipment only. Steel tread wheeled dollies are not allowed.  
All steel scaffolding and display supports must have foot pads under the vertical posts.

**SIGNS AND POSTERS:** Nothing may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic.

There is one lighted Reader board on the east side of the building that is included with the rental of the Facility\* on the days for which you have rented it, or if no other Licensee is using the Facility and the readerboard is available, on immediately preceding days. This Readerboard has two lines and holds 14 characters per line.

\* Reader board is included when Licensee rents both Seattle Center Pavilion A & B. If both Seattle Center Pavilion A & B are rented by different Licensees, then the reader board is made available for Seattle Center Pavilion Room A. If Seattle Center Pavilion B is rented and Seattle Center Pavilion Room A is vacant, then the reader board is made available for Seattle Center Pavilion Room B.

**ACCESSIBILITY:** The Seattle Center Pavilion is wheelchair and stroller accessible at all entry doors. There are wheelchair accessible restrooms in the lobby.

An assistive listening system is available for temporary installation. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. The system is a single channel infrared system.

Receivers are signed out by your guests at the Customer Service Desk (open 7:00am-11:00pm daily) at which they will be asked to leave a picture ID such as a driver's license. This will be exchanged for the returned receiver after the Event. Alternatively, you may make arrangements in advance with your ESR to pick up receivers for use by your guests. Use the white courtesy phone located on the back wall of the coat rack (between the restroom entries) to request additional receivers if you underestimate the number needed.





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT C  
SEATTLE CENTER FACILITY ADDENDA**

**FIRST AID AND INCIDENT REPORTING:** The Emergency Services Unit administers First Aid and takes  
Incident reports. Contact the Customer Service Desk by means of the white courtesy phone to report all  
incidents. They will radio an Emergency Services officer.

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**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT D  
SEATTLE CENTER FREE OFFICE SPACE LEASE AGREEMENT**

THIS LEASE is entered into by THE CITY OF SEATTLE (hereinafter called "City"), a municipal corporation of the State of Washington, acting by and through the Director of the Seattle Center Department, and NORTHWEST FOLKLIFE (hereinafter called "NWFL"), a Non-profit Tax-exempt Washington Corporation and WITNESSES THAT:

1. **INITIAL TERM OF LEASE:** The term of this Lease shall commence January 1, 2001 and shall expire on December 31, 2001, unless terminated earlier pursuant to the provisions hereof.

2. **PREMISES DESCRIPTION:**

a. Legal Description of Premises: In consideration of the payment of rent and NWFL's performance of and compliance with the other covenants, conditions, and terms of this Lease, City hereby leases to NWFL, and NWFL hereby leases from City, a portion of the building at Seattle Center located on the following property:

A portion of Lot 6, Block 36, D.T. Denny's Third Addition to North Seattle, according to plat recorded in Vol. 1 of Plats, Page 145, Records of King County, Washington, which portion is currently identified as Storage Unit 4 and Suites 35-37, 158 Thomas St. (Blue Spruce Bldg.) which portion hereinafter shall be referred to as the "Premises".

b. Approximate Area of Premises as of Term Commencement: 1395 Square Feet.

3. **MONTHLY BASE RENT:**

The NWFL shall remit to the City as the monthly rent, the following:

a. Monthly Amount Due Between January 1, 2001, and December 31, 2001

Seven-Hundred Nineteen Dollars and 29/100 (\$719.29)

b. CPI Increase: The monthly base rent shall be increased effective each January 1st during the term hereof by the percentage increase (if any) in the Consumer Price Index for All Urban Consumers ("CPI-U" / 1982-84 = 100) Seattle Tacoma Metropolitan Area, as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor, that occurred during the immediately preceding calendar year; Provided, that in the event of a change in the index base of (1982-84 = 100) or other modification of such index, the City shall apply whatever conversion factors are necessary to establish an adjusted CPI-U that produces the percentage increase in the CPI-U for each such annual period that would have been produced had no change been made in such index by its publisher; and in the event such index is discontinued, the Director shall select and use for such rent adjustment purpose a similar index that reflects consumer price changes.

c. Additional Rent Increases: If the non-profit rent for office space is increased by ordinance, then the Monthly Rent may increase accordingly.

d. In consideration for certain services the City receives from NWFL relating to the annual NORTHWEST FOLKLIFE FESTIVAL presented at Seattle Center, the requirements under this Section 3. shall be suspended for the Term of this Agreement.

4. **PERFORMANCE GUARANTEE:**





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT D  
SEATTLE CENTER FREE OFFICE SPACE LEASE AGREEMENT**

a. The NWFL shall deliver to the City, Seattle Center Accounting Office at the City address referenced in Subsection 5.b hereof, within five (5) days after the NWFL's execution of this Lease, as a performance guarantee, One-Thousand Ninety-Two Dollars and xx/100 (\$1,092.00). Said performance guarantee constitutes additional consideration for the City's execution of this Lease and shall be fully earned by the City as of the commencement date of this Lease, and may be commingled with other City funds and invested to generate additional earnings for the City's benefit as the City desires. The City may (but shall not be required to) use, apply or retain all or any part of this performance guarantee for the payment of any rent or additional rent or any sum alleged to be or actually in default, or for the payment of any amount that the City may expend by reason of any alleged or actual default by the NWFL, or to compensate the City for any other loss or damage that the City may have suffered by reason of any alleged or actual NWFL default. If any portion of said performance guarantee is so used or applied, the NWFL, within seven (7) calendar days after the date of notice thereof, shall deliver to the City, the Seattle Center Accounting Office, additional cash in the amount sufficient to restore the performance guarantee to the amount set forth above. If the NWFL fully and faithfully performs every provision of this Agreement to be performed by it, the performance guarantee or any balance thereof after any application of the same by the City hereunder shall be refunded to the NWFL within forty-five (45) days after the expiration or earlier termination of this Lease. The NWFL shall have no right to contest any withdrawal, use, retention or application by the City of any portion of such performance guarantee at the time of the City's taking such action; *Provided*, that nothing herein shall prejudice the NWFL's right to demand through arbitration or litigation the refund of such portion if, and only if, the NWFL has fully complied with and satisfied all of its obligations hereunder. The NWFL waives prior notice and opportunity for a hearing on any withdrawal, use, application, or retention by the City of such performance guarantee or any portion thereof.

b. In consideration for certain services the City receives from NWFL relating to the annual NORTHWEST FOLKLIFE FESTIVAL presented at Seattle Center, the requirements under this Section shall be suspended for the Term of this Agreement.

**5. TIME AND PLACE OF PAYMENT**

~~a. Due Date for Monthly Rent: The monthly base or adjusted base rent specified in Section 3 hereof, and any leasehold taxes due pursuant to Sub-section 13.c hereof, are due and payable to the City, in advance, without setoff or deduction of any kind or nature or City invoice, on or before the first (1st) day of each month of the term hereof; Provided, that until the City notifies the NWFL of the amount of the annual CPI adjustment in the monthly base or adjusted base rent, the NWFL shall remit as a partial payment, the rental amount specified in this section or in the City's most recent rent increase notice, whichever is higher, and within seven (7) days after the date of the City's notice of the amount of each such annual increase and its invoice for the amount retroactively due, the NWFL shall remit such retroactive rent and thereafter remit on a monthly basis the newly adjusted base rent.~~

~~b. Place of Payment: All payments shall be delivered to The City of Seattle, Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington, 98109, or to such other address as the Director shall specify by notice to NWFL.~~



**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT D  
SEATTLE CENTER FREE OFFICE SPACE LEASE AGREEMENT**

~~c. Delinquencies: All sums due and owing to the City shall be delinquent if not paid on or before the Fifth (5th) day after the date due; in the event of any delinquency, the NWFL shall also owe to the City a service charge of Fifty Dollars (\$50.00), or such larger sum as is established by ordinance, each time such delinquency is invoiced plus interest on such delinquent sum at a rate of one and one-half percent (1½%), or such larger percent as is established by ordinance, per month from the date due to the date of payment.~~

~~d. Returned Check, Non-Sufficient Funds: In the event any payment or check for payment is returned for non-sufficient funds, the NWFL shall owe as an administrative charge an additional \$20.00, or such larger sum as is established by ordinance.~~

6. **USE OF PREMISES.** NWFL shall use the Premises for office space and/or storage only. NWFL may use the Premises for other purposes only with the prior, written approval of the Director. NWFL shall use the entire Premises for the conduct of its business in a first-class manner, continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may be necessary for repairs or redecorating or for reasons beyond either party's reasonable control.
7. **OBJECTIONABLE MERCHANDISE OR MATERIAL** Notwithstanding any other provision of this Lease, the Lessee shall not display, or allow to be displayed, on the Premises, any material that is unsafe; that portrays the City or Seattle Center or any aspect thereof in an incorrect, misleading, or unfavorable manner; that depicts or suggests in words, symbols, illustrations, or other forms, any act of violence, or any lewd, immoral, or obscene activity; or that is inconsistent with the image of a first-class, family-oriented retail and entertainment development, or is otherwise inappropriate for a family-oriented recreation and entertainment facility such as Seattle Center; or that may create a substantial litter or other maintenance problem at Seattle Center; all of which shall be determined by the Director in the exercise of such official's sole discretion.
8. **UTILITY SERVICES AND PARKING**
- a. **Extent of City Service:** The City shall provide basic utility service including but not limited to electricity, sewer, water, and heating for such location.
- b. **Limitation on City Liability Regarding Utility Service:** The City shall not be liable for the interruption of any utility service when such interruption is caused by maintenance work, or when the interruption is not due to City negligence.
- c. **Special Services and Facilities Subject to Prior City Approval, and at Lessee's Cost:** The Lessee, directly or through a third party, may install, secure, maintain and repair, at no expense to the City, any utility service related to the Lessee's operations and its use of the Premises that is not provided or maintained by the City. Any special utility or waste disposal facility, item of equipment, or service beyond that provided to the Premises by the City, must be installed only in accordance with plans and specifications approved by the Director and other appropriate City officials, in writing, in advance of such installation. The Lessee shall not install on the Premises any fixture, furnishing, or trade equipment that exceeds the capacity of any utility or waste facility for such location. The Lessee shall pay, before delinquency, all fees and charges for the installation, change, and relocation of any point or means of service by any utility or waste line or system. The Lessee shall make arrangements with the utility service provider for the separate metering, where possible, of such service and the direct billing to the Lessee for the delivery of such service.
- d. **Cooperative Parking:** As of the commencement date of this Lease, the Seattle Center has a "Cooperative Parking Status" under Title 23 of the Seattle Municipal Code.





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Accordingly, unless otherwise specifically provided herein, the City does not provide any parking that is specifically for or associated with the Premises (including but not limited to that required by or for the Lessee's staff, suppliers or customers), and whatever general, non-reserved parking the City makes available for Seattle Center tenants and their respective staffs, suppliers, and customers shall be shared on a first-come, first-served basis.

**9. ADVERTISING & PUBLICITY**

a. Prohibited Promotion & Other Material; Removal of Same: The Lessee shall not display, post, or distribute any sign, symbol, advertising of any nature, or any printed material (including but not limited to posters) on any part of the Seattle Center, including but not limited to the Premises, except after receiving written permission therefor from the Director; and may undertake such activity only in or on location(s) approved by the Director. On or before the expiration or termination date of this Lease, whichever is earlier, or in the case of unauthorized material, on or before the date specified in the Director's notice to remove the same, the Lessee shall remove, at no expense to the

b. City, all such signs, symbols, advertising and printed material; and correct any unsightly condition, and repair any damage or injury to City property caused by such signs, symbols, advertising and printed material, and the removal thereof. In the event any such unauthorized material is not removed from City property by the date required herein, such material may be treated as Lessee property subject to removal and storage pursuant to Subsection 20.c hereof.

c. Use of Photos & Similar Materials: Each party hereto may make photographs, video tapes, and motion pictures of the Premises and the activity, people, displays and exhibits thereon; Provided, that in the event such visual material is to be used for commercial advertising purposes, prior to making the same, the Lessee shall obtain the written approval of the Director for such use, which approval may be conditioned upon, among other things, the payment by the Lessee to the City of additional consideration; and prior to the use of any such photography, video tape, or motion picture, a written release shall be obtained from every individual identifiable in the same.

**10. INSTALLATION OR INTEGRATION OF ANY WORK OF VISUAL ART ON PREMISES**

a. Reservation of Rights by City; Prohibition Against Installation or Integration of Any Work of Visual Art on Premises Without City's Consent The City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. The Lessee shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without the prior, express, written consent of the Director. The Director's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in the Director's discretion; Provided, however, that the Director's consent to the installation by or for the Lessee of any such art work shall not be required under the following three (3) circumstances:

(1) If such art work (a) weighs less than fifty (50) pounds; and (b) is of a size and has such dimensions and material composition that makes its passage through an open 32" x 78" or larger doorway a simple and easy maneuver; and (c) is to be installed on the floor, a piece of furniture, or similar surface without



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further anchoring of any kind or nature, or on a wall using no more than two (2) simple picture hooks and wire; all so that the easy removability from the Premises of such art work without its destruction, distortion, mutilation or other modification by reason of such removal is undeniable; or

(2) If the Lessee delivers to the Director a waiver appropriately executed by the art work creator, for the benefit of the City and its successors and assigns as the owner of

the Premises, of the creator's right of integrity regarding such art work, in a form of waiver that satisfies both the Director and the requirements of 17 U.S.C. §106A(e), as the same now exists or is hereafter modified; or

(3) If the Director executes with the creator of a work of visual art to be installed in the Premises a consent agreement of the type contemplated by 17 U.S.C. §113(d)(1), as the same now exists or is hereafter amended, and in the form and manner specified by the Director.

(4) In the event the creator of any work of visual art installed in the Premises by or for the Lessee has not executed a waiver, or such creator and the City have not executed a consent agreement, each as described herein, the Lessee shall ensure that, prior to removing or allowing the removal from the Premises of any such art work, such creator is given both notice, as contemplated in 17 U.S.C. §113(d)(2), of the intended removal of such art work, and the time required by that statutory provision to respond to such notice, and that the Lessee takes whatever other action(s) may be required by such legislation to ensure that no claim, action or suit alleging a violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended, and arising out of any act or omission of or for the Lessee or any of its officers, employees, or agents, is filed or lodged against the City in its capacity as the Premises owner.

**b. Lessee's Indemnification of City Against Liability under Visual Artists Rights Act of 1990**

The Lessee shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 10.a. of this Lease; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by the Lessee or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether the Director or any other person employed by the City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Lease.

11. **ACCEPTANCE OF PREMISES:** Lessee has inspected and examined the physical condition of the Premises and accepts the Premises in their present condition as of the commencement date of the Term hereof. The City disclaims all representations, statements or warranties, expressed or implied, have been made by or on behalf of the City with respect to the condition of the Premises or the use or occupancy authorized other than those contained in this Lease. Any expense incurred in mutually agreed upon alterations, improvements or repairs or new construction necessary for Lessee's use and occupancy shall be borne by Lessee.
12. **POSSESSION:** If the City shall be unable for any reason to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Agreement, City shall not be liable for any damage caused thereby to Lessee, nor shall





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

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

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

14. **LIABILITY:**

a. Indemnification: The Lessee shall indemnify and hold the City harmless from any and all losses, claims, actions, damages, costs and expenses (including attorneys' fees) suffered by any person or entity by reason of or resulting from any negligent, reckless or intentional act or omission of the Lessee or any of its agents, employees, contractors, or invitees in connection with use or occupancy of the Premises, including trademark, patent, and copyright infringement; and except in connection with or collateral to the demolition, construction, alteration, addition, improvement, repair, or maintenance of the Premises or the moving thereto and therefrom, any concurrent, negligent act or omission of the Lessee or any of its officers, employees, agents, or invitees, and of the City or any of its officers, employees, agents, or invitees. In the event any suit or action is brought against the City, the Lessee, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or to the City and the Lessee jointly; *Provided*, that in the event the Director determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action. Nothing contained in this section shall be construed as requiring the Lessee to indemnify the City against liability for damages arising out of bodily injury to



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persons or damage to property caused by or resulting from the sole negligence of the City or any of its officers, employees, or agents. Notwithstanding any provision to the contrary herein, in the event any bodily injury or damage to property results from or arises out of any construction, alteration, repair, addition to, subtraction from improvement to, or maintenance of, any excavation, building, structure, project, development or improvement attached to real estate, including moving and demolition in connection therewith, that has been undertaken or performed by or on behalf of the Lessee, the indemnification provided pursuant to this subsection shall be limited to the extent of the negligence of the Lessee and those acting by or for the Lessee. The indemnification provided in this subsection shall survive the expiration or earlier termination of this Agreement.

b. Liability Insurance: The Lessee shall secure and maintain in full force and effect at all times during the Term of this Lease, at no cost or expense to the City, one or more policies of commercial general liability insurance as required below:

(1) Liability Limits: The limitations of liability shall not be less than One Million Dollars (\$1,000,000), per occurrence, Combined Single Limit (bodily injury and property damage) and One Million Dollars (\$1,000,000) Annual Aggregate with a deductible or self-insurance retention of no more than Two Thousand Five Hundred Dollars (\$2,500) for property damage, only; *Provided*, that in the event the Director deems such insurance to be inadequate to fully protect the interests of the City and the Lessee hereunder, the Lessee shall increase said coverage limits to such amounts as the Director shall deem reasonably adequate to provide such protection, which increase shall be completed within sixty (60) days after the date of notice that the Lessee's insurance coverage is deemed to be inadequate. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Lessee from liability in excess of such coverage.

(2) Coverage: Coverage shall be provided for liability for any injury, death, damage and/or loss of any sort sustained by any person, organization or corporation (including the Lessee and any of its officers, employees and agents) in connection with or arising out of any act or omission of (a) the Lessee; or (b) any of the Lessee's officers, employees, agents, assigns or invitees; or (c) the Lessee and City or any of their officers, employees, agents, assigns, or invitees, jointly, upon the Premises; and for any activity performed by the Lessee under this Lease and shall include, but need not be limited to the following types (described in insurance industry terminology):

- (a) Premises operations liability (O, L & T or M & C);
- (b) Blanket contractual liability;
- (c) Broad form property damage;
- (d) Independent contractor (O & CP.);
- (e) Automobile liability for owned, leased, hired or non-owned vehicles;
- (f) Products and/or completed operations;
- (g) Personal injury, including coverages A, B, and C with no employee exclusion;
- (h) Fire legal liability.

All such insurance shall provide coverage on a "per occurrence" rather than on a "claims made" basis, and shall be primary to any other insurance that may be valid and collectible. The Lessee is not required to provide insurance coverage against City's sole negligence.





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c. Fire and Extended Coverage: The Lessee shall secure and maintain at all times during the Term of this Lease, at no cost or expense to the City, one or more policies of fire, and extended coverage equal to not less than ninety percent (90%) of the value of the Lessee's additions, alterations and improvements to the Premises, which value shall be determined by the Director, from time to time, and identified in a notice to the Lessee. Under such insurance, any loss payment shall be made payable to the City, which shall hold the same in trust for the rebuilding, repairing, replacing or restoring of the Premises, including all improvements, additions and alterations thereto.

d. Business Interruption Insurance: The Lessee shall secure and maintain during the Term of this Lease, business interruption insurance with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of the Lessee's business because of fire or other cause.

e. Authorized Carriers: The insurance described in Subsections 12.b and 12.c shall be obtained from one or more insurance companies duly authorized to issue such policies in the State of Washington, and having a rating of at least "A", as rated in Best's Key Rating Guide or a successor or substitute rating service accepted by the Lessee and Director.

f. Naming of City As Additional Insured: The City shall be named as an additional insured in the policies to be secured under Subsections 12.b and 12.c, hereof, by an endorsement declaring that the coverages provided by such policy to the City or any other named insured shall not be terminated, reduced or otherwise changed as to face value without providing at least thirty (30) days prior written notice to the following:

Contracts & Concessions  
Seattle Center Department  
The City of Seattle  
305 Harrison  
Seattle, WA 98109

Risk Manager  
Finance Department  
The City of Seattle  
750 Arctic Bldg.  
Seattle, WA 98104

or to such other addressees and addresses as the City may hereafter specify.

g. Evidence of Insurance: The Lessee shall deliver to City's Risk Manager, or such official's functional successor or designee(s), a copy of all policies required under Subsections B-5.b and B-5.c, hereof, and all endorsements thereto to the reasonable satisfaction of the City's Risk Manager that the Lessee has secured or renewed and is maintaining insurance as required by this Lease, as follows:

- (1) On or before the first Premises use by the Lessee or any of its sublessees under this Lease; and
- (2) Within seven (7) calendar days prior to the expiration or renewal date of each such insurance policy; and
- (3) Within seven (7) calendar days after the Lessee's receipt of a written request therefor.

h. Assumption of Risk: The placement and storage of personal property in the Premises or any other Seattle Center facility shall be the responsibility, and at the sole risk, of the Lessee.

i. No Entry onto Premises upon Failure to Insure: The Director shall notify the Lessee whenever the Director has a reasonable belief that the Lessee has failed to secure or maintain insurance as required by this Lease. Notwithstanding any other provision of this Lease, after its receipt of any such notice, the Lessee shall not enter upon any Seattle



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Center facility until the Lessee has secured and is maintaining insurance as required by this Lease.

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

**15. COMPLIANCE WITH LAW**

a. General Requirements: The Lessee, at no cost to the City, shall perform and comply with all applicable, current and future laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. The Lessee shall use its

best efforts to ensure that every person it admits to the Premises similarly performs and complies with the same. Whenever the Lessee or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person admitted to the Premises, the Lessee shall immediately desist from and/or prevent or correct such violation.

b. Licenses & Other Authorizations: The Lessee, at no cost to the City, shall secure and maintain in full force and effect during the term of this Lease, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

c. Taxes: The Lessee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment and improvements on the Premises; and taxes on the Lessee's interest in this Lease and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A; and in the event the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from the Lessee's occupancy of the Premises or withholds funds due to the City to enforce collections of leasehold excise taxes, the Lessee shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the City, contest such collection action and indemnify the City for all sums expended by, or withheld by the State of Washington from the City in connection with such taxation.

d. Nondiscrimination and WMBE Utilization - General: Notwithstanding any other provision in this Lease, City women- and minority-owned business (WMBE) utilization requirements shall not be applicable from and after December 3, 1998, and no minimum level of WMBE subtenant, consultant, contractor or supplier participation shall be required as a condition of the City's execution of this Lease.

(1) Nondiscrimination: Lessee shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with contractors and suppliers, Lessee shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

(2) Record-keeping: Lessee shall maintain, for at least twelve (12) months after the expiration or earlier termination of this Lease, relevant records and





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information necessary to document Lessee's utilization of WMBEs and other businesses as contractors and suppliers under this Lease and in its overall public and private business activities. Lessee shall also maintain all written quotes, bids, estimates, or proposals submitted to Lessee by all businesses seeking to participate as contractors or suppliers under this Lease. The City shall have the right to inspect and copy such records.

(3) **Affirmative Efforts to Utilize WMBEs:** The City encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs") (collectively, "WMBEs"), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

- (a) Attending a pre-solicitation conference, if scheduled by the City, to provide project information and to inform WMBEs of Lessee contracting and subcontracting opportunities.
- (b) Placing all qualified WMBEs attempting to do business in the City of Seattle on solicitation lists, and providing written notice of contracting and subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.
- (c) Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
- (d) Establishing delivery schedules, where the requirements of this Lease permit, that encourage participation by WMBEs.
- (e) Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of this Lease.
- (f) Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, The City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

(4) **Sanctions for Violation:** Any violation of the mandatory requirements of the provisions of Subsections B-11.d(1) and (2) shall be a material breach of contract for which Lessee may be subject to damages and sanctions provided for by the Lease and by applicable law.

f. **Recycling of Waste Materials:** The Lessee, at no cost to the City, shall collect, sort and separate into such categories as may be legally required, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by the City, which receptacles shall be dumped or removed from the Seattle Center at such minimum frequency as is specified by the Director. The City reserves the right to refuse to collect or accept from the Lessee any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require the Lessee to arrange for the collection of the same at the Lessee's sole cost and expense using a contractor satisfactory to the City. The Lessee shall pay all costs, fines, penalties, and damages that may be imposed on City or the Lessee as a consequence of the Lessee's failure to comply with the provisions of this subsection.

g. **Environmental Standards:**



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1) Definitions: For the purpose of this subsection, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

(a) "Laws or Regulation" shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which the Lessee has knowledge), now or hereafter in effect including but not limited to the Clean Air Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Comprehensive Environmental Response Compensation and Liability Act as amended by the Superfund Amendments and Re-authorization Act of 1986, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Occupational Safety and Health Act, the Emergency Planning and Community Right-to-Know Act of 1986, and the Solid Waste Disposal Act.

(b) "Hazardous Substances" shall mean any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any federal, state, or local statute, ordinance, or regulation relating to environmental protection, contamination or cleanup.

2) Restrictions on Lessee Activities: The Lessee shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance with all applicable Laws and Regulations. The Lessee shall provide the Director with the Lessee's USEPA Waste Generator Number (if any), and with a copy of every Material Safety Data Sheet (MSDS), Generator Annual Dangerous Waste Report, environmentally related regulatory permit or approval (including every revision or renewal thereof) and any correspondence the Lessee receives from, or provides to, any governmental unit or agency in connection with the Lessee's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises.

3) Correction of Violations: If the Lessee violates any of the terms of this section concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, the Lessee shall promptly take such action as is necessary to mitigate and correct the violation. If the Lessee does not act in a prudent and prompt manner, the City reserves the right, but not the obligation, to act in place of the Lessee (for which purpose the Lessee hereby appoints the City as its agent), to come onto the Premises and to take such action as the City deems necessary to ensure compliance or to mitigate the violation. If the Director has a reasonable belief that the Lessee is in violation of any law or regulation, or that any action or inaction of the Lessee presents a threat of violation or a threat of damage to the Premises, the City reserves the right to enter onto the Premises and take such corrective or mitigating action as the Director deems necessary. All costs and expenses incurred by the City in connection with any such action shall become immediately due and payable by the Lessee upon presentation of an invoice therefor.

4) Testing: The Lessee shall provide the City with access to the Premises to conduct an annual environmental inspection in January of each year of the term hereof or at such other time(s) as may be mutually agreed upon. In addition, the Lessee shall permit the City access to the Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at the





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City's expense. The Lessee shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. The Lessee shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to the Lessee, and the Lessee shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.

5) Removal of Hazardous Substances Prior to Vacation of Premises: Prior to vacation of the Premises, in addition to all other requirements under this Lease, the Lessee shall remove any Hazardous Substances placed on the Premises during the term of this Lease or the Lessee's possession of the Premises, and shall demonstrate such removal to the Director's reasonable satisfaction.

6) Reimbursement of City Costs: In addition to any remedy provided above, the City shall be entitled to full reimbursement from the Lessee whenever the City incurs any cost resulting from the Lessee's violation of any of the terms of this Subsection B-11.g, including, but not limited to, the cost of clean-up or any other remedial activity, fines, penalties assessed directly against the City, injuries to third persons or other property, and loss of revenue resulting from an inability to re-lease or market the Premises due to its environmental condition as the result of the Lessee's violation of the terms of this Lease (even if such loss of revenue occurs after the expiration or earlier termination of this Lease).

7) Indemnification: In addition to all other indemnities provided in this Lease, and notwithstanding the expiration or earlier termination of this Lease, the Lessee agrees to and shall defend, indemnify and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the existence or discovery of any Hazardous Substance on the Premises resulting from a violation of the terms of this section, or the migration of any Hazardous Substance from the Premises to other property or into the surrounding environment that is the result of a violation of the terms of this section, whether (a) made, commenced or incurred during the term of this Lease, or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of an event occurring during the term of this Lease.

**16. CITY'S CONTROL OF BUILDINGS, GROUNDS & ACTIVITIES:** Notwithstanding any other provision of this Lease, the City, without liability of any kind, may:

a. Physical Appearance: Increase, reduce or change, in any manner and any extent whatsoever, the number, appearance, dimensions, and location of any and every Seattle Center walkway, landscaping element, parking, service area, and building as desired by the City;

b. Traffic & Parking Regulation: Regulate all traffic within and adjacent to the Seattle Center; and restrict or prohibit the parking on City-owned or leased property of motor vehicles owned or operated by the Lessee or any of its officers, employees, agents, suppliers, and invitees;







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Lessee's business or operations are suspended; such cancellation of the obligation to pay the prorated Monthly Base or Adjusted Base Rent shall constitute the totality of relief available, and the Lessee waives all claims for damages and for any injury to and interference with its operations or business and losses occasioned by any such suspension.

d. City's Retention & Use of Key to Premises: The Lessee shall provide the Director with a key with which to unlock all of the doors in, upon, and about the Premises, excluding the Lessee's vaults, safes, and files, for each of the aforesaid purposes. The City shall have the right to use any and all means that the Director deems proper to open said doors in an emergency, in order to obtain entry to the Premises, without liability to the Lessee except for any failure to exercise due care for the Lessee's property. Any entry to the Premises obtained by the City by any of said means, or otherwise, shall not be construed or deemed to be an eviction of the Lessee or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof.

**18. ASSIGNMENTS, SUBLEASES & OTHER INTEREST TRANSFERS**

a. Director's Prior Written Consent Required for Assignment & Subleases: No purported assignment, sublease or other transfer of the Premises or any portion thereof or of any aspect of the Lessee's interest in this Lease shall be effective without the prior written consent of the Director whose consent shall not be unreasonably withheld. Every proposed sublease, assignment, or other interest-transferring agreement shall be submitted to the Director for review and approval or disapproval after execution by the proposed subtenant, assignee, or transferee, and not less than fourteen (14) calendar days prior to the commencement date of the proposed sublessee's, assignee's, or transferee's intended use of any portion of the Premises under such agreement or the assumption of any right or interest in any portion of the Premises or this Lease. No assignment or sublease of this Lease, with or without the Director's consent, shall release or relieve the Lessee of or from any of the obligations on the Lessee's part to be kept and performed under this Lease, and the Lessee shall remain jointly and severally liable for the performance of all obligations of the Lessee hereunder regardless of any (i) agreement that modifies any of the rights or obligations of the parties to this Lease; (ii) stipulation that extends the time within which an obligation under this Lease is to be performed; (iii) waiver of the performance of any obligation under this Lease; or (iv) failure to enforce any obligation under this Lease. Every assignment and sublease shall be subject to all the terms and provisions of this Lease.

b. Lease Interests Not Transferable by Action of Law or Court: Neither this Lease, nor any right, privilege, or other interest conferred by this Lease shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors; nor shall this Lease or any rights, privilege, or interest be transferable by operation of law or proceeding of any court.

c. Change of Lessee's Organizational Structure or Ownership Constitutes Assignment: If the Lessee is a partnership, limited or general, a withdrawal of a general partner, or change, voluntary or involuntary, by operation of law or otherwise, or a general partner thereof, shall be deemed an assignment. If the Lessee is a corporation, the merger, consolidation, or liquidation of the Lessee or any change in the ownership of or power to vote thirty-three and one-third percent (33 1/3%) or more of its capital stock, as held as of the date of execution of this Lease, shall be deemed as assignment.

d. Lessee's Authorization to Use Premises Constitutes Assignment or Sublease: In the event the Lessee in any manner permits anyone to occupy all or any portion of the Premises for any purpose including but not limited to the conduct of any business or other activity, whether or not business-related, not within the intent of this Lease or any sublease, such permission shall be deemed an assignment or sublease, as deemed appropriate by



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the Director. Every sublease shall require the sublessee to submit to the Director and the Lessee not more than ten (10) days after the end of each month during the term of its sublease and the month after the expiration or earlier termination of such sublease, a written statement identifying the amount of gross receipts generated by such sublessee on and from the portion of the Premises used and occupied by such sublessee during the immediately preceding month. In the event of any assignment of this Lease, the Lessee shall cause to be delivered to the Director simultaneously with such assignment, an instrument, in writing, executed by the assignee, in which the assignee shall assume and agree to perform all of the terms and provisions of this Lease on the Lessee's part to be kept and performed that theretofore have not been fully performed.

19. **EXCUSE & SUSPENSION OF OBLIGATIONS (FORCE MAJEURE):** Whenever a party's performance under this Lease is prevented by an act of nature; war or war-like operations; civil commotion; riot; labor dispute including a strike, lockout, or walkout; sabotage; Federal or State regulation or control; or other condition beyond the reasonable control of such party, performance of such affected obligation shall be suspended, but only for the duration of such condition. The existence of more than one (1) such condition on a given day shall result in only a one (1) day extension.

20. **DAMAGE OR DESTRUCTION**

a. **Report of Damage or Destruction:** The Lessee shall submit a written report to the Director, in care of the Contracts and Concessions Office, regarding the circumstances of any damage to the Premises, within twenty-four (24) hours after its discovery.

b. **Rent Obligation in Event of Damage or Destruction:** In the event the Premises are destroyed by fire or other casualty not occasioned by an act or omission of the Lessee, or are damaged so extensively as to render the Premises unusable, the Lessee's obligation to pay rent shall be suspended until the Premises are made usable; but in the event only a portion of the

Premises are damaged or destroyed by fire or other casualty not occasioned by an act or omission of the Lessee and the remainder of the Premises remains usable, the Lessee shall pay only a prorated rent that is proportionate to the extent of the Premises that remains usable for the purposes identified in Sub-section 18.d hereof.

c. **Rebuilding, Repair & Restoration:** In the event that insurance proceeds payable to the City will provide sufficient funds to enable the City to rebuild, repair and restore the Premises after their damage or destruction, and neither the Lessee nor the City elects to terminate this Lease pursuant to Subsection B-16.d hereof, the City shall diligently prosecute such rebuilding, repair, and restoration. Upon the rebuilding, repair and reconstruction of the Premises, the Lessee shall immediately re-occupy the Premises and again pay rent and additional rent for the right granted herein to use and occupy such area through the expiration or termination date of this Lease, whichever is earlier.

d. **Termination Rights in Event of Damage or Destruction:**

(1) **By Lessee:** Notwithstanding any other provision in this Lease to the contrary, in the event that fifty percent (50%) or more of the Premises is damaged or destroyed by fire or other casualty not occasioned by an act or omission of the Lessee, the Lessee may terminate this Lease by providing notice thereof to the Director.

(2) **By City:** Notwithstanding any other provision in this Lease to the contrary, in the event that fifty percent (50%) of the Building on which the Premises are located is destroyed or is so damaged by fire or other casualty as to be





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untenantable or unusable, or if the City desires to discontinue the Lessee's operations because of substantial destruction of the Building or other part of Seattle Center, regardless of whether the Premises are destroyed, damaged, or otherwise, the City may terminate this Lease by providing prior written notice thereof to the Lessee.

(3) Notice of Termination: Any notice of termination pursuant to this section shall be provided within sixty (60) days after the occurrence of the damage or destruction and shall specify the effective date of such termination.

**21. DEFAULT & BREACH**

a. Default & Breach by Lessee: The following acts and omissions shall constitute a default and material breach of this Lease by the Lessee:

- (1) The failure to remit rent or additional rent due and payable to the City, before such sum becomes delinquent;
- (2) The failure to comply with all of the requirements of Section 12 hereof, regarding insurance; or
- (3) The violation of any law, Charter provision, ordinance, rule, regulation, governmental authority's order or directive; or
- (4) The abandonment or vacating of the Premises; or
- (5) After the Lessee's receipt of notice of any deduction from the Lessee's Performance Guarantee for a City use or application, or the failure of the Lessee to deliver cash as required by Section 4 hereof, to restore the Performance Guarantee to its original amount; or
- (6) The repeated failure to perform or the violation of any single condition or covenant of this Lease on two or more occasions in any twelve (12) month period; or
- (7) The assignment of the Lessee's interest in this Lease without the prior written consent of the Director; or the use of any sublease without the prior written consent of the Director; or the filing of a voluntary or involuntary petition in bankruptcy, or for reorganization or an arrangement; or the adjudication of the Lessee as being bankrupt or insolvent; or the appointment of a receiver of or for the Lessee if such appointment, adjudication or similar order or ruling remains in force or unstayed for a period of thirty (30) days; or
- (8) The failure to perform or the violation of any other condition or covenant of this Lease where such default or deficiency in performance was not remedied within a reasonable time.

b. City's Notice of Default & Breach: The Director shall provide written notice to the Lessee in the event the Lessee commits any act or omission specified in Subsection 19.a hereof, specifying the nature of the act or omission, the reasonable number of days (but not more than sixty (60) days) after the date of the notice within which such failure must be corrected or the violation must be ceased or remedied to avoid termination, and the City's intention to terminate this Lease in the event such act or omission has not been corrected within such stated period. The notice shall also describe special procedures (if any) provided by law, Charter, ordinance, rule, or regulation permitting the Lessee to have a hearing on such failure or violation.

c. Remedies: In the event the Lessee fails to correct, remedy, or cease such failure or violation within the time specified in the Director's notice, the City may thereafter terminate this Lease without any further proceedings, re-enter the Premises, lease and license others to use said Premises during any portion of the period of use remaining under this Lease had it not been terminated, and receive rent, additional rent and license fees therefor; *Provided*, that notwithstanding such termination and re-entry, the Lessee's liability for the rent and additional rent to be paid to the City hereunder shall not be extinguished, and the Lessee



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shall pay to the City the difference between said rent and additional rent and the sum the City receives for the use of the Premises by one or more other users during the period beginning on the date the Lessee's rights under this Agreement are terminated and ending on the scheduled expiration date of this Lease. Such payment shall be made monthly, within fifteen (15) days after the date of the City's invoice to the Lessee. Such termination and payments shall not relieve the Lessee from liability to the City for any damages caused by the Lessee's default and breach and expenses incurred in the leasing or relicensure of the Premises.

d. Criteria for Substitute Tenant: The City's obligation to mitigate damages after a default by the Lessee under this Lease that results in the City's regaining possession of all or part of the Premises shall be satisfied in full if the City undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

(1) The City shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until the City obtains full and complete possession of the Premises including, without limitation, the final and unappealable legal right to re-let the Premises free of any claim of the Lessee.

(2) The City shall not be obligated to offer the Premises to any prospective tenant when other Premises suitable for that prospective tenant's use are currently available, or will be available within the next three months.

(3) The City shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the current fair market rental then prevailing for similar comparable office space.

(4) The City shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to the City under the City's then current leasing policies for comparable space.

(5) The City shall not be obligated to enter into a lease with any proposed Substitute Tenant that does not have in the Director's reasonable opinion, sufficient financial resource or operating experience to operate the Premises in a first-class manner.

(6) The City shall not be required to expend any amount of money to alter, remodel, or otherwise make the Premises suitable for use by a Substitute Tenant unless:

(a) The Lessee pays any such sum to the City in advance of the City's execution of a lease with such Substitute Tenant (which payment shall not be in lieu of any damages or other sums to which the City may be entitled to as a result of the Lessee's default under this Lease); or

(b) The City, in the Director's sole discretion, determines that any such expenditure is financially justified in connection with entering into any lease with such Substitute Tenant.

(7) The following applies to Center House Tenants only:

The City shall not be obligated to enter into a lease with any Substitute Tenant whose use would:

(a) Disrupt the tenant mix or balance of the Center House building;

(b) Violate any restriction, covenant, or requirements contained in the lease of another tenant of the Center House building;

(c) Adversely affect the reputation of the Seattle Center or Center House building;

(d) Be incompatible with the operation of the Center House building as a first-class shopping center.





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e. Default by City: The City shall not be in default of any obligation to perform under this Lease unless the City fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by the Lessee to the Director specifying the particular obligation that the City has failed to perform; *Provided*, however, that if the nature of the City's obligation is such that more than thirty (30) days are required for performance, then the City shall not be in default if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

**SURRENDER OF PREMISES; HOLDING OVER:**

a. Surrender & Delivery: Upon the expiration or termination date of this Lease, whichever is earlier, the Lessee shall surrender the Premises and promptly deliver to the Director all keys the Lessee, and any of its officers, agents, and employees have to the Premises or any other part of the Seattle Center.

b. Removal of Lessee's Property: Prior to the expiration date of this Lease, or in the event this Lease is terminated, within fifteen (15) days after the termination date, whichever is earlier, the Lessee shall remove, at its sole expense, all trade equipment and personal property owned or installed by the Lessee in, on, or from the Premises, as well as those improvements, alterations and additions to the Premises that are specified in the Director's notice provided pursuant to Section 11 hereof. In performing such removal work, the Lessee shall take due care to not unreasonably injure or damage the Premises, and shall make such repairs to the Premises as shall be necessary to restore the same to their condition as of the commencement date of this Lease, ordinary wear and tear and improvements, additions, and alterations, approved by the City excepted.

c. Storage of Lessee's Property: In the event the Lessee fails to remove personal property and the improvements, alterations and additions specified in the Director's notice on or by the time specified in such notice, the City may, but shall not be required to remove such material from the Premises and store the same, all at the Lessee's expense; and in the event the City removes or arranges for the storage of such material, the City shall be reimbursed its costs therefor, including any administrative costs, which reimbursement shall constitute a claim upon the Lessee or, at the City's option, may be invoiced to the Lessee or deducted from the Performance Guarantee provided pursuant to Section 4 hereof.

d. Hold-over Use & Occupancy of Premises: In the event the Lessee, with the Director's consent, holds over after the date the Term expires or is terminated, whichever is earlier, the resulting use and occupancy shall be on a monthly basis, during which time the Lessee shall be bound by all of the provisions of this Lease other than the amount of the monthly base or adjusted base rent specified in Section 3, which amount shall be the greater of the amount charged for the month immediately preceding the expiration or termination date, whichever is earlier, or the fair market value for the Premises. If, however, the Lessee holds over, without Director's consent, after the expiration or termination date of this Lease, whichever is earlier, whether by failing to remove its personal property or any addition, alteration or improvement specified by the Director, or otherwise, the Lessee shall pay to the City, as liquidated damages, twice the amount of the most recently applicable periodic and percentage rents specified in Sections 3 and 4, hereof, and shall be bound by all of the other provisions of this Lease.

e. No Claim for Removal: In no event shall the Lessee make any claim or demand upon the City nor shall the City be liable for any inconvenience, annoyance, disturbance, or loss of business or any other damage suffered by the Lessee arising out of removal operations under Subsections 20.b and 20.c hereof.



**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT D  
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- f. **Inspection Upon Surrender of Premises:** Immediately following the vacating of the Premises and the surrender of the same to the City, a representative of the Lessee shall inspect the Premises with the Director to determine the condition of the Premises and whether or not the Lessee is then eligible for the return of the Performance Guarantee provided pursuant to Section 4 hereof, and if not then eligible, what actions must be taken by the Lessee to establish eligibility for the future return of such deposit. The results of such inspection shall be summarized by the Director on a Premises inspection report, a copy of which shall be provided to the Lessee.
23. **NOTICES:** All notices from either party to the other shall be in writing and delivered or mailed, postage prepaid, to the intended recipient at the address specified on the signature page hereof, or to such other address as may be specified, from time to time, by either party, by notice to the other party.
24. **NO RELATIONSHIP ESTABLISHED:** The City shall in no event be construed to be a partner, associate, or joint venturer of the Lessee, or any party associated with the Lessee. The Lessee is not an agent of City for any purpose whatsoever. The Lessee shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.
26. **DEFINITION AND AUTHORITY OF "DIRECTOR":** The term "Director," as used throughout this Lease in regard to permission, warrant, consent, approval, rights, interpretation, and discretionary matters, shall mean the Director of the City's Seattle Center Department or such official's functional successor or designee; *Provided*, that the action of the Director pursuant to or in implementation of this Lease does not constitute any official action by any other City Department or official that may be required by law, ordinance, rule or regulation before the Lessee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Lease. Any approval, consent or permission required of the Director by this Lease may be granted, conditioned or withheld by the Director in the exercise of such official's sole discretion.
27. **AMENDMENTS:** No modification or amendment of the terms hereof shall be effective unless in writing and signed by authorized representative of each of the parties hereto. The parties hereto expressly reserve the right to modify this Lease from time to time, by mutual agreement.
28. **NO WAIVER:** Nothing other than a written document signed personally by the Director and specifically declaring a City intent to waive a particular breach or default by the Lessee shall constitute a waiver of such breach or default. No such document shall waive the Lessee's failure to fully comply with any term or condition of this Lease not specifically referenced therein, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. No waiver by either party shall be construed to be, or operate as, a waiver of any subsequent default in full performance of any provision of this Lease. The payment or acceptance of rent, additional rent, delivery or acceptance of services, or other compensation, whether after a default or from a sublessee or assignee, shall not be deemed to constitute consent to or acceptance of such default or acceptance of defective or incomplete performance in the future or any such subtenancy or assignment.
29. **REMEDIES CUMULATIVE:** Rights under this Lease are cumulative; failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. Each party shall also have any other remedy given by the law. The use of one remedy shall not be taken to exclude or waive the right to use another.
30. **JOINT & SEVERAL LIABILITY:** In the event the Lessee is composed of more than one person, entity, or corporation, each of the persons, entities, and corporations composing the Lessee shall be jointly and severally liable under this Lease.





**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT D  
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31. **USE OF LANGUAGE:** Terms used in the neuter gender include the masculine and feminine; and terms used in the singular or plural include the other, as the context may require.
32. **CAPTIONS:** The titles of sections are for convenience only and do not define or limit the contents.
33. **INVALIDITY OF PARTICULAR PROVISIONS** Should any term, provision, condition, or other portion of this Lease or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of this Lease or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable shall not be affected hereby and shall continue in full force and effect.
34. **ACKNOWLEDGMENT OF NEGOTIATED LEASE** The parties to this Lease acknowledge that it is a negotiated lease, that they have had the opportunity to have this Lease reviewed by their respective legal counsel, and that the terms and conditions of this Lease are not to be construed against any party on the basis of such party's draftsmanship thereof.
35. **ORDINANCE:** This Agreement is executed for and on behalf of The City of Seattle pursuant to the authority of Ordinance 108090.

**IN WITNESS WHEREOF,** the parties hereto have executed this Lease by having their authorized representative(s) sign his/her/their name(s) in the spaces below:

**NORTHWEST FOLKLIFE**

By \_\_\_\_\_  
Executive Director  
Northwest Folklife

**THE CITY OF SEATTLE**

By \_\_\_\_\_  
Virginia Anderson, Director  
Seattle Center Department

**BUSINESS ADDRESSES FOR NOTICES:**

**LESSEE:**

Northwest Folklife  
158 Thomas St., Suite 32  
Seattle, WA 98109  
PHONE NO.: 206-685-7300

**LESSOR:**

Manager, Contracts & Concessions  
Seattle Center Department  
305 Harrison, Room 111  
Seattle, WA 98109  
PHONE NO.: 206-684-7114



NORTHWEST FOLKLIFE CONTRACT INSURANCE STATEMENT, EXHIBIT E

Licensee shall be required, at its sole cost and expense, to secure and maintain continuously a policy or policies of insurance during the term of this Agreement, known as:

(1) **Commercial General Liability** written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability; and independent contractors liability; WA Stop Gap/Employers Liability; Liquor Liability; fire damage legal liability, and per event aggregate. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$2,000,000 general, products/completed operations aggregate; (2) if any vehicle is used in the conduct of Licensee's business, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for Bodily Injury and property damage shall be \$1,000,000 per accident; (3) A policy of **Excess Insurance** above the primary general liability and Business Auto Liability policies that will provide a total limit of insurance of \$2,000,000. The excess policy must be at a minimum as broad as the primary policies. (4) if any work under this Contract will be performed by a resident of the State of Washington, **Worker's Compensation for the State of Washington** ("Industrial Insurance") shall be provided as required by Title 51 of the Revised Code of Washington. Licensee waives, with respect to the City only, its immunity under Title 51 of the Revised Code of Washington; (5) The insurance as provided under items (1), (2) and (3) above shall be endorsed to include, (a) The City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insured (on ISO form CG2026 or equivalent), (b) shall not be reduced, materially altered or cancelled without forty-five (45) days prior written notice to the City, (c) all Licensee's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with Licensee's insurance, and (d) Such Commercial General Liability & Business Automobile Liability Insurance policies shall include a provision (whether by endorsement or otherwise) indicating that a "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. (6) **Adjustments of Claims:** Licensee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Licensee under this Agreement. Licensee shall ensure that all such claims, whether processed by Licensee or Licensee's insurer, either directly or by means of an agent, will be handled by a person with a permanent office in the Seattle area. (7) 7. Evidence of Insurance: The following documents must be provided to the department as evidence of insurance coverage at least seven (7) business days prior to event or after signed completion of agreement.

A copy of the policy's declarations pages, showing the policy effective dates, limits of liability and the schedule of Forms and Endorsement.

A copy of the endorsement naming the City of Seattle as an Additional Insured, showing the policy number and signed by an authorized representative, on Form CG 2026 (ISO) or comparable.

B. Licensee's Responsibility. The procuring of the policies of insurance required by this Agreement shall not be construed to limit Licensee's obligations under Section XII, hereof.





**AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND NORTHWEST FOLKLIFE**

THIS AGREEMENT is entered into by and between THE CITY OF SEATTLE, a first class City of the State of Washington, ("City"), acting by and through the Director of its Seattle Center Department ("Director"), and Northwest Folklife, a nonprofit tax-exempt Washington corporation ("Licensee"), as Festival producer.

WHEREAS the City desires to co-sponsor and co-promote on the grounds of Seattle Center an annual folk and ethnic arts, crafts and entertainment festival thematically oriented to folklife and folklore, which festival shall be free and open to the public, and known as the Northwest Folklife Festival ("Festival"); and

WHEREAS the City and Licensee seek, through the production of such Festival, to preserve the integrity of traditional arts in the Northwest and to encourage their growth by providing a forum for performance and the exchange of ideas and skills with the public; and

WHEREAS Licensee has 30 years of history and professional experience in various folk and ethnic arts, crafts and entertainment fields as well as professional and other contacts with experts having knowledge, experience and performance ability of benefit to the City in the production of the desired Festival; and

WHEREAS Licensee is willing to perform certain services for the City in connection with the production of the Festival and to co-sponsor the same.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and performances hereinafter described, the parties hereto agree as follows:

**I. TERM:**

A. Term. This Agreement shall begin on January 1, 200\*, and shall expire on December 31, 2001, unless terminated earlier pursuant to the provisions hereof (the "Term").

B. Extension of Term. It is the expectation of the parties that the Term of this Agreement will be extended for a period of not less than two (2) years. Within ninety (90) days from the date the City Council passes legislation authorizing this Agreement, the Director shall submit legislation authorizing a Term extension upon terms and conditions agreed upon by the parties. In an effort to achieve this objective, promptly after the execution of this Agreement, each party shall provide the other with a notice listing any modifications to this Agreement that it desires in connection with such extension,, and thereafter the parties shall negotiate in good faith in an attempt to reach agreement regarding the terms and conditions under which the Festival may be presented at Seattle Center in future years.

**II. SCOPE OF SERVICES/USE:**

A. Licensee shall plan, organize, stage, produce, and evaluate the Festival, which shall occur annually and run for four consecutive days, each annual Festival beginning on the Friday of Memorial Day weekend and ending on the following Monday.

B. Licensee shall also be granted, free of any license fee, additional time for Festival move-in and move-out, upon the terms and conditions contained in Exhibit A hereto. Additional move-in and/or move-out days for any facility or grounds area must be approved by the Director.

C. With the written approval of the Director and subject to facility availability, additional Festival activities may be scheduled for the five (5) days preceding and the fourteen (14) days following each annual Festival. Any Licensee request to conduct such additional Festival activities shall be made in writing to the Director at least three (3) months prior to the first day of the Festival, and shall be approved or disapproved within thirty (30) days after the Director's receipt of such request.

D. In carrying out its obligations under this Agreement, Licensee shall comply with the with the Seattle Center Site Guidelines for Major Festivals ("Site Guidelines") and Seattle Center Facility Addenda ("Facility Addenda"), or any successor publications. The current Site Guidelines and Facility Addenda, which are subject to modification from time to time by the Director, are attached hereto as Exhibits B and C, and incorporated herein by reference. The City will make a good faith effort to work with the Festival on any modifications.

E. Festival Participation. Licensee shall be a full participant in Seattle Center's Festival Program. Participation is understood to include: attending Festival meetings, advising Festival staff and member organizations, supporting educational and other programs of member organizations, and benefiting from Festival marketing, public relations, sponsorship programs and staff expertise. This provision notwithstanding, no provision contained in any Festival member contract shall be deemed to modify or supersede this Agreement.

F. Damage and Loss Deposit. On or before each first Festival load-in day throughout the Term of this Agreement, Licensee shall deposit with the Director the sum of \$3,000 (the "Deposit"). Said sum shall be held by the City as a deposit for the faithful performance by Licensee of all of the terms, covenants and conditions of this Agreement to be kept and performed by Licensee and to compensate the City for any other loss or damage which City may suffer by reason of Licensee's default or use of the Premises for Festival-related purposes. If Licensee defaults with respect to any provision of this Agreement or the City is damaged in any way by Licensee's permitted use, the City may (but shall not be required to) use, apply or retain all or any part of this Deposit for the payment of any amount which City may spend by reason of Licensee's default or use. If Licensee fully and faithfully performs every provision of this Agreement to be performed by it, the Deposit or any balance thereof, shall be returned to Licensee at the conclusion of each Festival, the day after Licensee has vacated the Premises.

### III. CITY OBLIGATIONS

#### A. Facilities and Equipment

1. Subject to the Special Conditions stated below and if the facility then exists and is functioning as a public use facility and has been included in the Facility Use Plan, the City shall provide, free of any license fee or rental charge, the following facilities and grounds areas for Festival-related use by Licensee. The facilities and grounds areas are collectively referred to in this Agreement as the "Premises." As used in this Agreement, the phrase "if the facility then exists and is functioning as a public use facility" means the facility has not been or is not scheduled to be demolished or destroyed and, at the time Licensee desires its use, the Director is willing to allocate whatever resources are required to keep it in a good operating condition and open and available for public use on a regular basis (rather than especially for Licensee use).

The Director retains sole discretion under this Agreement to discontinue the public use of any facility that Licensee desires to use and to thereby not make it available hereunder because it is no longer economical to keep the facility open for public use because of its having been damaged, its need for maintenance, a prior change in the function of such facility, to facilitate the redevelopment of Seattle Center, or other good reason at the time of such desired Licensee use. Where possible, the Director will attempt to accommodate Licensee's needs and interests when it considers further development of the Premises.

<u>FACILITY</u>	<u>SPECIAL CONDITIONS</u>
a. Mercer Arena b. Exhibition Hall c. Opera House	Festival use shall be consistent with and subject to contracts between the City and the Seattle Opera and the Pacific Northwest Ballet.
d. KeyArena at Seattle	Festival use shall be consistent with and subject to



- |    |  |  |
|----|--|--|
|    | Center   | contracts between the City and SSI, Inc., and the City and Seattle Thunderbirds, or their successor(s).  |
| e. | Bagley Wright Theatre, Old Premises Production Areas (excluding, the Leo K Theatre and the Lobby of the Leo K Theatre) | Festival use shall be consistent with and subject to the Seattle Repertory Theatre contract with the City, and shall not be permitted earlier than the Monday immediately preceding the opening day of the Festival. |
| f. | Northwest Rooms  |  |
| g. | Mercer Forum   |  |
| h. | Center House Conference Center   |  |
| i. | Center House Performance Studio  | Festival use shall be consistent with and subject to the contract between Theater Puget Sound (or its successor) and the City.   |
| j. | Harrison Street Gallery, Center House  | Use of this facility for Festival purposes shall be subordinate to Seattle Center Productions' use.  |
| k. | Stage and Public Programming space on the second floor of Center House   | Festival use shall be consistent with and subject to contracts between the City and resident merchants.  |
| l. | Charlotte Martin Theatre and the Eve Alvord Theatre  | Festival use shall be consistent with and subject to the Seattle Children's Theatre's contract with the City.  |
| m. | Mural Amphitheater   |  |
| n. | Other areas of the grounds of Seattle Center   |  |
| o. | Intiman Theatre  | Festival use shall be consistent with and subject to Intiman Theatre's contract with the City.   |
| p. | Flag Pavilion  |  |
| q. | Seattle Center Pavilion  |  |

The conditions for use of the above-listed facilities shall not be affected by any change in the name of such facility, or their substitute facilities, if applicable.

2. Notwithstanding the provisions of section III.A.1 above, Licensee shall pay the City a per-day charge equal to the lesser of the not-for-profit or fair market facility rental rate for any facility Licensee reserves but does not use for Festival purposes. Licensee shall pay a per day facility and/or grounds rental fee to Seattle Center for each day of any unapproved variance on the final Event Service Order schedule. This fee shall be equal to current per day not-for-profit facility and/or grounds rental rates.

3. Readerboards. General readerboards shall be made available free of any fee on a first priority basis to the Festival immediately after the Seattle International Children's Festival, and all facility-specific readerboards shall be made available free of any fee on an "as available basis". With respect to the Mercer Street elevated walkway, a Northwest Folklife-supplied banner shall be mounted by Seattle Center staff as soon as is reasonably possible after the closing of the Seattle International Children's Festival ("SICF"). Said banner shall be mounted at no additional cost to Licensee. If there is no SICF or any other major festival or event during the time SICF would have been at Seattle Center, then Licensee's banner shall be hung on the Mercer Street elevated walkway fourteen (14) days prior to the opening of the Festival.

#### B. Services

1. The City shall provide Seattle Center technical equipment operators and other staff to meet Festival sound, stage, security, janitorial, labor, recycling and garbage service needs as stated in the approved Event Service Order, free of charge to Licensee, to the maximum number of labor hours specified below. For purposes of calculating any of the hour limitations specified below, an overtime hour shall be treated as a regular hour and all hours shall be billed at the internal Seattle Center labor

rates. Licensee shall reimburse the City for the full costs of providing any labor in excess of the amounts specified below:

a. Stage. Labor hours shall not exceed 1,200 hours for each Festival and shall be used for the purposes of move-in, rehearsals, performances and move-out, only.

b. Sound. Labor hours for sound shall not exceed 650 hours for each Festival and shall be used for the purposes of move-in, rehearsals, performances and move-out, only.

c. Facility Support Laborers. Labor hours for facility support laborers shall not exceed 3,000 hours for each Festival, which hours may include work performed by maintenance laborers, utility laborers, laborers, dining room attendants, and janitors on the grounds and in facilities for the purpose of set-up, cleaning in facilities and on the grounds during the Festival and clean-up after each Festival closes.

d. Security and Admissions. Labor hours shall not exceed 1,425 hours for each Festival and shall be used for the purposes of move-in, rehearsals, performances, and move-out, only.

e. Technical Services. Labor hours shall not exceed 325 hours for each Festival, which shall include work performed by building operating engineers, carpenters, landscape maintenance workers, plumbers and electricians.

2. Festival Telephone Service. The City shall pay all costs associated with the installation, rental and use of not more than twelve (12) City telephone numbers and instruments for the telephone lines that are currently available in Conference Center Rooms A, B, F, G & H for use by Licensee staff during the Festival and only for Festival-related purposes. In no event, however, shall the City pay more than one month's service fee for the use of the telephone numbers and instruments. The telephone instruments that are used by Licensee are the property of the City and shall be returned to the City's direct management and control on or by the end of the move-out period specified for the facility area with respect to which such equipment is associated or related

3. Office Space. Office space as indicated in Exhibit D hereto.

4. Waste Removal. Removal of garbage and recycling from the Premises during the days of the Festival shall be the responsibility of the City. Licensee shall assist Seattle Center personnel in the planning and implementation of a waste removal program.

5. Parking. Seattle Center Transportation shall provide parking permits as indicated below:

<u>No. of Passes</u>	<u>Location</u>	<u>User(s)</u>
22	Fifth Avenue Parking Lot, only	For Licensee's Board of Director's meetings and Festival-related purposes on grounds. Once received, Licensee shall label these passes "for official/business purposes only".
5	1st Avenue Parking Lot (or, during Sonics games, for use in the Mercer Street Garage or Fifth Avenue Parking Lot)	Year-round for Licensee staff. Each pass shall be issued to a designated staff member and is non-transferable.
10	Fifth Avenue Parking Lot, only	Year-round passes for Licensee coordinator and volunteers. Each pass shall be issued to a designated staff member and is non-transferable.
25	Location as determined	Festival Opening Reception. If a Sonics



by Transportation  
Services

game is scheduled on the day/evening of the  
reception, the 25 passes shall be reduced to  
10 ONLY for the Opening Reception.

230 Mercer Street Garage  
Reserved Parking Area

Friday, Saturday, Sunday and Monday of the  
Festival, only, for performers and volunteers.  
Seattle Center, at Seattle Center expense,  
shall administer the use of the Reserved  
Parking area for Festival performers and  
volunteers. Use shall be by pass only. If all  
reserved parking spaces are taken at any  
time during the four days stated above,  
Seattle Center will accommodate overhead  
elsewhere in the building at the expense of  
Licensee unless the Mercer Street Garage  
reaches capacity.

Max. 15 Fifth Avenue Parking Lot  
Over-  
sized  
Vehicles  
Only

For Festival move-in/Festival days and move-  
out, oversized vehicles of performers or  
volunteers may park in the Fifth Avenue  
Parking by entering through the gate on  
Republican Street immediately adjacent to  
Fifth Avenue.

24 Lot 6

Licensee shall coordinate the replacement of  
13 disabled permit stalls in the lot with the  
Seattle Police Department. Such coordination  
shall include effective signage indicating  
alternative nearby parking location(s). Use of  
the lot and coordination of its use must be  
done in conjunction with Transportation  
Services and the adjacent tenants' needs.  
Sidewalk access to the Intiman wheelchair  
ramp must be maintained.

6. Conference and Meeting Facilities. Throughout the Term of this Agreement, Licensee may reserve, free of any license fee, such Seattle Center conference and meeting facilities as may be available on dates other than those of any annual Festival, for Festival-related activities. Licensee may reserve up to four separate dates at 120-days prior to the event. The availability of additional dates and facilities will not be confirmed by the City prior to ninety (90) days in advance of their desired use by Licensee.

#### IV. PUBLICITY AND MEDIA RESPONSIBILITIES.

Licensee is authorized to secure corporate business and individual sponsorship to assist in defraying the costs to produce the yearly Festival.

A. All Festival publicity shall identify Seattle Center as a primary Festival sponsor. Said publicity shall include the wording, "Sponsored by Northwest Folklife and Seattle Center," and shall include the Seattle Center logo whenever Licensee's logo is used.

B. Media Rights. Both the City and Licensee shall have the right to photograph and record (audio or video) any and all activity during any Festival, including but not limited to entertainment, without any compensation having to be paid by either party to the other, except that media rights inside the KeyArena are subject to the City's contract with SSI, Inc. (or its successor).

C. Photographic and Recording Releases. Licensee shall secure from each Festival performer a written document authorizing the use by the City and/or Licensee, without compensation to such performer, of such performer's photographic image and recorded commentary or music (both audio and video) for public information and promotional purposes.

only. Licensee shall maintain such records in its offices during the term of this Agreement and in King County, Washington for a period of three years after the expiration or termination of this Agreement. All records shall be available to the City for inspection during that time.

D. Graphics Ownership. Licensee shall own the rights to all graphics produced in implementation of this Agreement, provided, however, that the City may use any and all of such graphics free of charge for any promotion of activities directly related to the annual "Northwest Folklife Festival".

E. Licensee's Responsibilities. Licensee shall furnish the Director with programming material regarding the Festival, its participants, and related matters, as may be requested by the Director and is reasonably available. Licensee shall produce a printed program, press releases, posters and flyers in such numbers as may be appropriate to publicize the Festival.

#### V. CONCESSION & CATERING RIGHTS.

A. Licensee is hereby permitted to exercise, during each Festival, the following exclusive concession and catering rights on the Premises (excluding the Center House Food Court Level and KeyArena), all without becoming obligated to pay the City any fee or percentage of gross receipts therefor: (a) to sell photographs, posters, art works, crafts, printed materials, and video and audio recordings or other media, all of which have an artistic base, theme or groundwork related to the Festival; (b) to sell souvenir items related to the Festival, generally, and not to Seattle Center, or depicting the Seattle Center logo; (c) to sell food and beverages including beer and wine; (d) to sell musical instruments and accessories, imported folk and ethnic items related to the Festival; and (e) to authorize others to sell such items. Licensee shall obtain and/or ensure that each of its sublicensees or subconcessionaires obtain all necessary permits (e.g., health, business, liquor) if providing food and/or beverages.

B. All individuals and business entities licensed or otherwise authorized by Licensee to engage in such concession activity during the Festival shall obtain from Licensee and display on their person or place of business on Seattle Center grounds, official acknowledgment (i.e., an approved Festival button) of such licensure or permission in a form approved by the Director.

C. All items offered for sale on or from Seattle Center by Licensee or its sublicensees or subconcessionaires shall be appropriate to the theme and philosophy of the Festival and Licensee shall ensure that all vendors secure all necessary permits and licenses.

D. Recycling. Licensee shall not dispense, or allow distribution to the general public of any food or beverage material that is currently or hereinafter prohibited by City ordinance (i.e., polystyrene per City ordinance #114035.)

E. Booth Fees. Licensee may charge a fee to any person it authorizes to engage in concession sales on Seattle Center grounds during the Festival. Such fee may consist of a booth fee established by Licensee, plus a percentage of such person's gross receipts, which percentage shall not exceed thirty (30%) percent during the term of this Agreement. Such fees shall be subject, each year, to the prior approval of the Director.

#### VI. LICENSEE FINANCIAL OBLIGATIONS.

All money collected by Licensee from Festival concessions and other Festival activities, excluding donations, shall be allocated directly to the operations of the Festival.

A. All costs associated with the sponsorship and production of the Festival shall be the responsibility of, and shall be paid by Licensee, except those costs that the City, as co-sponsor, has specifically assumed in Section III.

B. Licensee shall maintain an annual operating budget sufficient to fund the operation of the Festival, to maintain an annual administrative operation, and to support the related activities of Licensee.



C. Licensee is hereby authorized to solicit funds from the general public at Seattle Center during the Festival, during other Licensee-sponsored activities, and during other Licensee and City co-sponsored activities.

## VII. TRANSFER OF RIGHTS AND OBLIGATIONS.

Except as otherwise provided in this Agreement pertaining to concession sales, Licensee shall not subcontract, assign, or otherwise transfer this Agreement, or any of the rights or obligations hereunder, or lease, license or otherwise authorize the use of any part of Seattle Center without the prior written consent of the Director. No assignment of this Agreement, with or without the Director's consent, shall release or relieve Licensee of or from any of the obligations on Licensee's part to be kept and performed under this Agreement. Any assignment shall be subject to all the terms and provisions of this Agreement. In the event of any authorized assignment of this Agreement, Licensee shall deliver to the Director simultaneously with such assignment, an instrument, in writing, executed by the assignee, in which the assignee assumes and agrees to perform all of the terms and provisions of this Agreement. The granting of concession rights consistent with the provisions of Section V, hereof, shall not be deemed an assignment, subcontract or transfer as contemplated in this section.

## VIII. LIENS AND ENCUMBRANCES.

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

## IX. NO NUISANCES OR OBJECTIONABLE ACTIVITY.

Licensee shall not permit any excessive or objectionable noise, odor, dust, vibration, or other similar substance or condition to remain on or be emitted from Seattle Center during each year's Festival; shall not interfere with access from Seattle Center or any part thereof, or with the traffic thereon; shall not create any nuisance in or adjacent to Seattle Center, and shall not knowingly do anything at Seattle Center that will create a danger to life and limb. Licensee shall comply with the City of Seattle noise ordinances.

## X. AUDIT.

Licensee shall permit the City, from time to time as the Director deems necessary, to inspect and audit in King County, Washington, at any and all times, all pertinent books and records of Licensee and any concessionaire or other person or entity that has carried on a business activity on or from Seattle Center during the Festival, to verify the accuracy of accounting records; and shall supply the City with, or shall permit the city to make, a copy of any books and records and any portion thereof, upon the Director's request. Licensee shall ensure that such inspection, audit and copying right of the City is a condition of any license, concession agreement or other arrangement under which any other person or entity is permitted to carry on a business activity on or from Seattle Center during the Festival.

## XI. COMPLIANCE WITH LAW.

A. General Requirements. Licensee, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and rules, regulations, orders, and directives of administrative agencies and the officers thereof. Licensee shall use its best efforts to ensure that every person it admits to the Premises similarly performs and complies with the same. Whenever Licensee or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person admitted to the Premises, Licensee shall immediately desist from and/or prevent or correct such violation.

G.B. Licenses & Other Authorizations. Licensee, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

E.C. Taxes. Licensee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment and improvements on the Premises; and taxes on Licensee's interest in this Agreement and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A. If the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from Licensee's occupancy of the Premises or withholds funds due to the City to enforce collections of leasehold excise taxes, Licensee shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the City, contest such collection action and indemnify the City for all sums expended by, or withheld by the State of Washington from the City in connection with such taxation.

D. Nondiscrimination and Affirmative Action. Licensee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle; including the Seattle Municipal Code (SMC), notably SMC 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

#### **XIII. INSURANCE AND INDEMNIFICATION.**

A. Insurance to be Procured by Licensee. At all times during the Term of this Agreement, Licensee shall maintain in full force and effect and at its sole expense, insurance as provided in Exhibit E.

B. Termination Upon Failure to Insure. Notwithstanding any other provisions of this Agreement, the failure of Licensee to comply with the provisions of this section shall subject this Agreement to immediate termination at the discretion of the Director, without notice to Licensee.

C. Indemnification. Licensee hereby agrees to indemnify, save harmless and defend the City from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of, or breach of contract by, Licensee, its agents, and employees in performing its obligations under this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence of, or breach of contract by, Licensee, its authorized agents, or employees.

The City hereby agrees to indemnify, save harmless and defend Licensee from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of, or breach of contract by, the City, its agents, and employees in performing its obligations under this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence of, or breach of contract by, the City, its authorized agents, or employees.

The indemnification provided for in this section shall survive any termination or expiration of this Agreement. The parties further waive, with respect to one another and for purposes of this Agreement, only, their immunity under RCW Title 51, Industrial Insurance. The parties acknowledge that the foregoing waiver was mutually negotiated.

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

A. Access to Premises. The City retains the right of access at all reasonable times to all City property and facilities comprising the Premises to inspect the same and to make any repair, improvement, alteration, or addition thereto or to any other property owned by or under the control of the City, deemed necessary by the Director, but this right of access shall not impose on the City any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein.

B. Permitted Interference. In inspecting, and in making repairs, alterations, additions and improvements, the City may erect barricades and scaffolding in and outside of the affected premises, and may otherwise interfere with the conduct of the Festival where such action is reasonably required by the nature of the City's work, and such interference shall not be deemed to be a breach or default under this

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Agreement. The City shall use its best efforts to minimize interference with access to and from the Premises and with Licensee's activities and operations on or from the Premises.

C. Suspension of Activities and Operations. In the event such inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Festival or any part thereof, or of Licensee's activities and operations on the Premises, or any portion thereof, the Director shall notify Licensee of such necessity and the anticipated beginning and ending dates of such suspension at least four (4) months in advance whenever possible. Such suspensions may be ordered with less notice in the event of an emergency as determined by the Director. Licensee hereby waives any and all rights to claims for damage for any injury to and interference with its operations or business and losses occasioned by any such suspension.

#### **XV. CITY'S CONTROL OF BUILDINGS, GROUNDS AND ACTIVITIES.**

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

A. increase, reduce, and change in any manner whatsoever the number, appearance, dimensions, and locations of Seattle Center walks, buildings, landscaping, parking, and service areas, and may also make improvements, alterations, and additions to the common areas of any Seattle Center building;

B. regulate all traffic within and adjacent to Seattle Center;

C. erect, display and remove promotional exhibits and material and permit special events on Seattle Center grounds, buildings and facilities, except that the City shall not sponsor or co-sponsor within thirty (30) days of this Festival a free, regional, folklife entertainment event that is substantially similar in size and scope to the Festival.

D. promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle;

E. restrict or prohibit the parking on City-owned or leased property of motor vehicles owned or operated by Licensee and any of its officers, employees, agents, suppliers, invitees, and Festival participants except as provided in Section III.B.5 and described in the approved Event Service Order;

F. determine the days and hours Seattle Center will be open to the public;

G. change the size, number and type and identity of other concessions, stores, businesses, and operations being conducted or undertaken at Seattle Center;

H. place on the Premises with the cooperation of Licensee a cart and/or booth for the purpose of promoting Seattle Center development and/or merchandise; and

I. exercise any other power or right authorized by law or ordinance.

#### **XVI. CITY'S RIGHT TO DISAPPROVE MERCHANDISE AND PRICES.**

In order to protect the public visiting Seattle Center from price gouging, and to ensure that a variety and diversity of food, beverages, merchandise and entertainment are offered to the same, the City reserves the right to:

A. Prohibit Price Gouging. Disapprove the price of any food, beverage, item of merchandise or service that is substantially higher than the price charged by a substantially similar business in the region, and prohibit the charging of such substantially higher price.

B. Prohibit the Sale of Objectionable Materials. Prohibit the sale of any item of any food, beverage, item of merchandise or service that is unsafe; that portrays the City or Seattle Center or any aspect thereof in an incorrect or misleading manner; that is inappropriate for a family-oriented arts,

recreation and entertainment facility such as Seattle Center; or that may create a substantial litter or other maintenance problem at Seattle Center; all of which shall be determined by the Director.

#### **XVII. TERMINATION**

A. For Cause. Either party may terminate this Agreement in the event the other fails to perform any obligation described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner, which shall not exceed thirty (30) days after written notice of breach has been provided to such other party.

B. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impractical for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or war-like operations; civil commotion; riot; labor dispute including strike, walkout or lock out; sabotage; or superior governmental regulation or control.

C. Notice. Notice of termination pursuant to Subsection XVII A or B, hereof, shall be given by the party terminating this Agreement to the other not less than five (5) days prior to the effective date of termination.

#### **XVIII. NOTICES AND DELIVERABLE MATERIALS.**

All notices and other material to be delivered hereunder shall be in writing and shall be delivered or mailed to the following:

To City:	Director, Seattle Center Department 305 Harrison Street Seattle, Washington 98109
To Licensee:	Executive Director, Northwest Folklife 305 Harrison Street Seattle, Washington 98109

or other such respective address(es) as either party may from time to time designate in writing.

#### **XIX. DIRECTOR'S AUTHORITY.**

The term "Director" as used throughout this Agreement means the Director of Seattle Center or his/her designee. No action of the Director and his/her designee pursuant to or in implementation of this Agreement shall constitute any official action by any other City Department or official that may be required by law, ordinance, rule or regulation before Licensee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Agreement. Any approval, consent or permission required of the Director by this Agreement may be granted, conditioned or withheld by the Director in the exercise of such official's sole discretion.

#### **XX. AMENDMENTS.**

No modification or amendment of any of the provisions hereof shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

#### **XXI. NO WAIVER.**

No waiver of full performance by either party shall constitute a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of compensation for any service after a default shall not be deemed a waiver of any right or acceptance of defective performance.

#### **XXII. REMEDIES CUMULATIVE.**



Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. Each party shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

**XXIII. CAPTIONS.**

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

**XXIV. INVALIDITY OF PARTICULAR PROVISIONS.**

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

**XXV. ACKNOWLEDGMENT OF NEGOTIATED AGREEMENT.**

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**XXVI. BINDING EFFECT.**

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

**XXVII. PREVIOUS AGREEMENTS SUPERSEDED.**

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

**XXVIII. ENTIRE AGREEMENT.**

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

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

**NORTHWEST FOLKLIFE**

By \_\_\_\_\_  
Michael Herschensohn  
Executive Director, Northwest Folklife

Date:

**THE CITY OF SEATTLE**

By \_\_\_\_\_  
Virginia Anderson, Director  
Seattle Center Department

Date:

**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
COUNTY OF KING ) ss  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me personally  
appeared \_\_\_\_\_, to me known to be the person(s) described in and  
who executed the foregoing instrument, and acknowledged the same as a free and voluntary act and deed  
for the uses and purposes therein mentioned and, under oath, stated that such official was authorized to  
execute said instrument.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING ) ss  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me personally  
appeared \_\_\_\_\_, to me known to be the Director of Seattle Center  
Department of The City of Seattle, the municipal corporation that executed the within and foregoing  
instrument, and acknowledged said instrument to be the free and voluntary act and deed of said  
corporation for the uses and purposes therein mentioned and, under oath, stated that such official was  
authorized by ordinance to execute said instrument.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_



PAUL SCHELL, Mayor  
VIRGINIA ANDERSON, Director



**HOME TO...**

**THE ARTS**

Intiman Theatre  
KCTS/Channel 9  
Northwest Craft Center  
Pacific Northwest Ballet  
Pottery Northwest  
Seattle Arts Commission  
Seattle Center Academy  
Seattle Children's Theatre  
Seattle Opera  
Seattle Repertory Theatre

**SPORTS TEAMS**

Seattle Storm  
Seattle SuperSonics  
Seattle Thunderbirds

**ATTRACTIONS**

Experience Music Project  
Fun Forest Amusement Park  
International Fountain  
Pacific Science Center  
Seattle Center House  
Seattle Center Monorail  
Space Needle  
The Children's Museum

**FESTIVALS**

artsEdge  
Bite of Seattle  
Bumbershoot  
Festa! Cultural Festival  
KING 5 Winterfest  
Northwest Folklife Festival  
Seattle International Children's Festival  
Whirligig

April 24, 2001

The Honorable Margaret Pageler  
President, Seattle City Council  
1100 Municipal Building  
Seattle, Washington 98104

Via: Mayor Paul Schell

Attention: Dwight Dively, Director, Executive Services Department

Subject: **LEGISLATION RENEWING AN AGREEMENT WITH THE  
NORTHWEST FOLKLIFE FESTIVAL**

Dear Councilmember Pageler:

I am pleased to forward to the City Council legislation authorizing Seattle Center to renew an agreement with Northwest Folklife for the presentation of the Folklife Festival at Seattle Center. The attached agreement covers the 2001 festival.

**Background**

The Northwest Folklife Festival has been a part of Seattle Center for 30 years. In 1971 the Northwest Regional Folklife Festival was created as a joint project of the Seattle Folklore Society, National Park Service, National Folklife Festival Association and the City of Seattle. Coordinated by the National Council for Traditional Arts, the purpose was to produce a traditional arts festival for the Northwest region as part of the National Park Service's urban outreach program.

In 1972, with a grant from the City of Seattle and the facilities of Seattle Center, the Seattle Folklore Society produced the first Northwest Regional Folklife Festival. Over 300 artists from traditional and ethnic communities of the Northwest region of the National Park Service (Alaska, Washington, Oregon, Idaho, and Western Montana) used the free three-day festival to present music, dance and crafts to a large and enthusiastic audience. In 1973, Northwest Folklife incorporated and received tax-exempt status. Governed by a board of directors, Northwest Folklife has been presenting the annual Northwest Folklife Festival at Seattle Center ever since.

305 HARRISON STREET  
SEATTLE, WA 98109-4445  
TEL: 206.464.7200  
FAX: 206.464.7342  
www.seattlecenter.com



Accommodations for people with disabilities provided on request (206) 464-7200

The Honorable Margaret Pageler  
April 24, 2001  
Page 2

Folklife is one of the "big four" major festivals annually held on the Seattle Center campus. The "big four" are the Seattle International Children's Festival (SICF), the Northwest Folklife Festival, the Bite of Seattle and Bumbershoot. Each festival has its own unique relationship with the City, ranging from the Bite of Seattle, which is a commercial event and produces net income for the City, to Bumbershoot, which is structured to cover Seattle Center's marginal costs, to SICF and Folklife, both of which receive direct City support.

In the case of the Northwest Folklife Festival, the City provides the facilities and grounds of Seattle Center and a contribution of labor hours to support the operation of the event. The City, through Seattle Center, also provides garbage and recycling services and a neighborhood clean-up program, in conjunction with the Millionaire's Club, which extends beyond the Seattle Center campus to provide litter clean-up in the surrounding neighborhood. In addition, Seattle Center provides in-kind support in the form of office space, use of equipment, parking for Folklife staff and volunteers, and readerboards to publicize the event.

There are no major changes to the Northwest Folklife Agreement from previous years. The agreement caps City support at the same number of labor hours, with some redeployment of those hours to better serve Festival needs. We are talking with Folklife about some other revisions to the agreement, and we expect to bring a multi-year agreement to the City Council prior to the 2002 festival.

I believe that the Folklife Festival is one of the city's and region's best events. A diverse crowd of over 150,000 people attend the Folklife Festival each Memorial Day weekend. Admission is free. Even more significant is the fact that the artists perform free of charge at this nationally recognized event. In this way, the City's investment is leveraged several times over for the benefit of the community. The attached agreement continues the City's support and sponsorship of an event which celebrates the cultural diversity of the Pacific Northwest, consistent with Mayor and City Council goals and the Vision Statement of Seattle Center. The Folklife Festival is, in every sense of the term, a community-based event.

Seattle Center is proud to continue the City's involvement with bringing folk arts of the Pacific Northwest Region into the Seattle community. Since its inception in 1972, the Northwest Folklife Festival has become the premier folk art event in the Pacific Northwest and one of the most important in the nation. I recommend your approval of this one-year agreement with





The Honorable Margaret Pageler  
April 24, 2001  
Page 3

Northwest Folklife. If you have any questions regarding this agreement,  
please call me, or call Jennifer Fischer at 684-7330.

Sincerely,

*Virginia Anderson*  
Virginia Anderson

Attachments



## **Fiscal Note -- Agreement with Northwest Folklife**

<b>Department:</b> Seattle Center	<b>Contact Person/Phone:</b> Ned Dunn, 684-7298	<b>CBO Analyst/Phone:</b> Sara Levin 684-8691
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### **Legislation Title:**

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Northwest Folklife for the presentation of the Northwest Folklife Festival at Seattle Center.

### **Summary of the Legislation:**

This legislation authorizes a one year agreement between the City of Seattle and Northwest Folklife, a nonprofit, tax-exempt organization which produces the annual Northwest Folklife Festival at Seattle Center.

### **Background (Include justification for the legislation and funding history, if applicable):**

The Northwest Folklife Festival has been a part of Seattle Center for 30 years. In 1971 the Northwest Regional Folklife Festival was created as a joint project of the Seattle Folklore Society, National Park Service, National Folklife Festival Association and the City of Seattle. Coordinated by the National Council for Traditional Arts, the purpose was to produce a traditional arts festival for the Northwest region as part of the National Park Service's urban outreach program.

In 1972, with a grant from the City of Seattle and the facilities of Seattle Center, the Seattle Folklore Society produced the first Northwest Regional Folklife Festival. Over 300 artists from traditional and ethnic communities of the Northwest region of the National Park Service (Alaska, Washington, Oregon, Idaho, and Western Montana) used the free three-day festival to present music, dance and crafts to a large and enthusiastic audience. In 1973, Northwest Folklife incorporated and received tax-exempt status. Governed by a board of directors, Northwest Folklife has been presenting the annual Northwest Folklife Festival at Seattle Center ever since.

Folklife is one of the "big four" major festivals annually held on the Seattle Center campus. The "big four" are the Seattle International Children's Festival (SICF), the Northwest Folklife Festival, the Bite of Seattle and Bumbershoot. Each festival has its own unique relationship with the City, ranging from the Bite of Seattle, which is a commercial event and produces net income for the City, to Bumbershoot which is structured to cover Seattle Center's marginal costs, to SICF and Folklife, both of which receive direct City support.





The attached agreement covers the 2001 festival.

**Financial Impacts:**

The City provides the facilities and grounds of Seattle Center and a contribution of labor hours to support the operation of the Northwest Folklife Festival. The City, through Seattle Center, also provides garbage and recycling services and a neighborhood clean-up program, in conjunction with the Millionaire's Club, which extends beyond the Seattle Center campus to provide litter clean-up in the surrounding neighborhood. In addition, Seattle Center provides in-kind support in the form of office space, use of equipment, parking for Folklife staff and volunteers, and readerboards to publicize the event.

There are no major changes to the Northwest Folklife Agreement from previous years. The agreement caps City support at the same number of labor hours, with some redeployment of those hours to better serve Festival needs. The City's direct support of the Folklife Festival in 2000 was approximately \$180,000. In-kind support is estimated at \$170,000.

	<b>2000 Actual</b>
<b>Expense</b>	
Labor	167,030
Labor Reimbursement	(1,227)
Non-labor	4,809
Garbage/Recycling	10,000
Neighborhood Clean-up	2,000
<b>Total Direct Expense</b>	<b>182,612</b>

<b>In Kind Support</b>	
Equipment	35,000
Facilities & Grounds	97,270
Office Space/Meeting Rooms	10,631
Readerboards	3,465
Parking	24,180
<b>Total In-Kind Support</b>	<b>170,546</b>

(In order to ensure greater certainty into the future regarding the cost of City support for the Folklife Festival, Seattle Center and Northwest Folklife are discussing the establishment of a dollar cap rather than an hours cap for festivals after 2001.)

**Sustainability Issues (related to grant awards):** None



**Estimated FTE Impacts:** No additional permanent staff.

**Other Issues (including long-term implications of the legislation):**

A diverse audience of over 150,000 people attend the Folklife Festival each Memorial Day weekend. Admission is free. Even more significant is the fact that the artists perform free of charge at this nationally recognized event. In this way, the City's investment is leveraged several times over for the benefit of the community. The attached agreement continues the City's support and sponsorship of an event which celebrates the cultural diversity of the Pacific Northwest, consistent with Mayor and City Council goals and the Vision Statement of Seattle Center.





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**STATE OF WASHINGTON - KING COUNTY**

--55.

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131817  
City of Seattle, Clerk's Office

No. ORDINANCE TITLES

**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 12<sup>th</sup> 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

CTCT:120363-12371

was published on

05/31/01

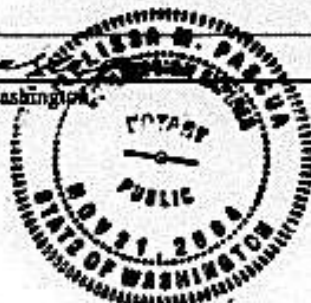
*J. Stedman*

Subscribed and sworn to before me on

05/31/01

*Melissa M. Pappas*  
Notary public for the State of Washington  
residing in Seattle

Affidavit of Publication



## State of Washington, King County

### City of Seattle

#### TITLE-ONLY PUBLICATION

The full text of the following ordinance, passed by the City Council on May 14, 2001, and published here by title only, will be printed upon request, or can be accessed electronically at <http://www.seattle.gov/cityclerk>. For further information, contact the Seattle City Clerk at 624-2222.

#### ORDINANCE NO. 120003

AN ORDINANCE relating to the Central Puget Sound Regional Transit Authority ("Sound Transit"); authorizing execution of a "Third Supplement to the Memorandum of Agreement for Inter-governmental Cooperation for the Central Link Light Rail Transit Project," increasing expenditures allowances in the 2001 budget for various City departments; allocating a position in the City Light Department; and accepting funds and making reimbursable appropriations, all by a three-fourths vote of the City Council.

#### ORDINANCE NO. 120004

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Northwest Folklife for the presentation of the Northwest Folklife Festival at Seattle Center.

#### ORDINANCE NO. 120005

AN ORDINANCE relating to Seattle Public Utilities; accepting an easement from Oscar J. and F. Lila Berlin for sewers, water mains and related appurtenances in a portion of South Graham Street, Seattle, King County, Washington.

#### ORDINANCE NO. 120006

AN ORDINANCE relating to Seattle Public Utilities; accepting an easement from Neil and Judith Warner for sewers, water mains and appurtenances on a portion of South Chicago Street and East Avenue South, in Seattle, King County, Washington.

#### ORDINANCE NO. 120007

AN ORDINANCE accepting the deed to certain property in Block 21, Pike's 2nd Addition to Union City for general municipal purposes, to be used initially for the new Montlake Branch Library.

#### ORDINANCE NO. 120008

AN ORDINANCE relating to the Department of Parks and Recreation; conveying a grant of easement across park property located in the Duwamish River Greenbelt; finding the transfer of such property rights meets the requirements of Ord. 120477; and authorizing, in return, the acceptance of real property and property rights.

#### ORDINANCE NO. 120009

AN ORDINANCE relating to the 1-90 Home Ownership Plan, authorizing the acquisition from the State of Washington of certain improved real property at 1555 21st Avenue South and venue of such property to a trust established for the existing tenant, and rectifying and confirming prior acts.

#### ORDINANCE NO. 120011

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of official publication in Daily Journal of Commerce, Seattle, May 31, 2001. 531121817CD



**AGREEMENT  
BETWEEN THE CITY OF SEATTLE  
AND NORTHWEST FOLKLIFE**

THIS AGREEMENT is entered into by and between THE CITY OF SEATTLE, a first class City of the State of Washington, ("City"), acting by and through the Director of its Seattle Center Department ("Director"), and Northwest Folklife, a nonprofit tax-exempt Washington corporation ("Licensee"), as Festival producer.

WHEREAS the City desires to co-sponsor and co-promote on the grounds of Seattle Center an annual folk and ethnic arts, crafts and entertainment festival thematically oriented to folklife and folklore, which festival shall be free and open to the public, and known as the Northwest Folklife Festival ("Festival"); and

WHEREAS the City and Licensee seek, through the production of such Festival, to preserve the integrity of traditional arts in the Northwest and to encourage their growth by providing a forum for performance and the exchange of ideas and skills with the public; and

WHEREAS Licensee has 30 years of history and professional experience in various folk and ethnic arts, crafts and entertainment fields as well as professional and other contacts with experts having knowledge, experience and performance ability of benefit to the City in the production of the desired Festival; and

WHEREAS Licensee is willing to perform certain services for the City in connection with the production of the Festival and to co-sponsor the same.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and performances hereinafter described, the parties hereto agree as follows:

**I. TERM:**

A. Term. This Agreement shall begin on January 1, 2001, and shall expire on December 31, 2001, unless terminated earlier pursuant to the provisions hereof (the "Term").

B. Renewal. It is the expectation of the parties that this Agreement will be renewed upon its expiration. Not later than December 1, 2001, each party shall provide to the other a notice listing any modifications to this Agreement that it proposes for inclusion in a new agreement, and thereafter the parties shall negotiate in good faith in an attempt to reach agreement regarding the terms and conditions under which the Festival may be presented at Seattle Center in future years.

**II. SCOPE OF SERVICES/USE:**

A. Licensee shall plan, organize, stage, produce, and evaluate the Festival, which shall occur annually and run for four consecutive days, each annual Festival beginning on the Friday of Memorial Day weekend and ending on the following Monday.

B. Licensee shall also be granted, free of any license fee, additional time for Festival move-in and move-out, upon the terms and conditions contained in Exhibit A hereto. Additional move-in and/or move-out days for any facility or grounds area must be approved by the Director.

C. With the written approval of the Director and subject to facility availability, additional Festival activities may be scheduled for the five (5) days preceding and the fourteen (14) days following each annual Festival. Any Licensee request to conduct such additional Festival activities shall be made in writing to the Director at least three (3) months prior to the first day of the Festival, and shall be approved or disapproved within thirty (30) days after the Director's receipt of such request.

D. In carrying out its obligations under this Agreement, Licensee shall comply with the with the Seattle Center Site Guidelines for Major Festivals ("Site Guidelines") and Seattle Center Facility Addenda ("Facility Addenda"), or any successor publications. The current Site Guidelines and Facility



Addenda, which are subject to modification from time to time by the Director, are attached hereto as Exhibits B and C, and incorporated herein by reference. The City will make a good faith effort to work with the Festival on any modifications.

E. Festival Participation. Licensee shall be a full participant in Seattle Center's Festival Program. Participation is understood to include: attending Festival meetings, advising Festival staff and member organizations, supporting educational and other programs of member organizations, and benefiting from Festival marketing, public relations, sponsorship programs and staff expertise. This provision notwithstanding, no provision contained in any Festival member contract shall be deemed to modify or supersede this Agreement.

F. Damage and Loss Deposit. On or before each first Festival load-in day throughout the Term of this Agreement, Licensee shall deposit with the Director the sum of \$3,000 (the "Deposit"). Said sum shall be held by the City as a deposit for the faithful performance by Licensee of all of the terms, covenants and conditions of this Agreement to be kept and performed by Licensee and to compensate the City for any other loss or damage which City may suffer by reason of Licensee's default or use of the Premises for Festival-related purposes. If Licensee defaults with respect to any provision of this Agreement or the City is damaged in any way by Licensee's permitted use, the City may (but shall not be required to) use, apply or retain all or any part of this Deposit for the payment of any amount which City may spend by reason of Licensee's default or use. If Licensee fully and faithfully performs every provision of this Agreement to be performed by it, the Deposit or any balance thereof, shall be returned to Licensee at the conclusion of each Festival, the day after Licensee has vacated the Premises.

### III. CITY OBLIGATIONS

#### A. Facilities and Equipment

1. Subject to the Special Conditions stated below and if the facility then exists and is functioning as a public use facility and has been included in the Facility Use Plan, the City shall provide, free of any license fee or rental charge, the following facilities and grounds areas for Festival-related use by Licensee. The facilities and grounds areas are collectively referred to in this Agreement as the "Premises." As used in this Agreement, the phrase "if the facility then exists and is functioning as a public use facility" means the facility has not been or is not scheduled to be demolished or destroyed and, at the time Licensee desires its use, the Director is willing to allocate whatever resources are required to keep it in a good operating condition and open and available for public use on a regular basis (rather than especially for Licensee use).

The Director retains sole discretion under this Agreement to discontinue the public use of any facility that Licensee desires to use and to thereby not make it available hereunder because it is no longer economical to keep the facility open for public use because of its having been damaged, its need for maintenance, a prior change in the function of such facility, to facilitate the redevelopment of Seattle Center, or other good reason at the time of such desired Licensee use. Where possible, the Director will attempt to accommodate Licensee's needs and interests when it considers further development of the Premises.

<u>FACILITY</u>	<u>SPECIAL CONDITIONS</u>
a. Mercer Arena ● b. Exhibition Hall c. Opera House	Festival use shall be consistent with and subject to contracts between the City and the Seattle Opera and the Pacific Northwest Ballet.
d. KeyArena at Seattle Center	Festival use shall be consistent with and subject to contracts between the City and SSI, Inc., and the City and Seattle Thunderbirds, or their successor(s).
e. Bagley Wright Theatre,	Festival use shall be consistent with and subject to the





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|----|---|---|
|    | Old Premises Production Areas (excluding, the Leo K Theatre and the Lobby of the Leo K Theatre) | Seattle Repertory Theatre contract with the City, and shall not be permitted earlier than the Monday immediately preceding the opening day of the Festival. |
| f. | Northwest Rooms   |   |
| g. | Mercer Forum  |   |
| h. | Center House Conference Center  |   |
| i. | Center House Performance Studio   | Festival use shall be consistent with and subject to the contract between Theater Puget Sound (or its successor) and the City.                              |
| j. | Harrison Street Gallery, Center House   | Use of this facility for Festival purposes shall be subordinate to Seattle Center Productions' use.   |
| k. | Stage and Public Programming space on the second floor of Center House                          | Festival use shall be consistent with and subject to contracts between the City and resident merchants.   |
| l. | Charlotte Martin Theatre and the Eve Alvord Theatre   | Festival use shall be consistent with and subject to the Seattle Children's Theatre's contract with the City.   |
| m. | Mural Amphitheater  |   |
| n. | Other areas of the grounds of Seattle Center  |   |
| o. | Intiman Theatre   | Festival use shall be consistent with and subject to Intiman Theatre's contract with the City.  |
| p. | Flag Pavilion   |   |
| q. | Seattle Center Pavilion   |   |

The conditions for use of the above-listed facilities shall not be affected by any change in the name of such facility, or their substitute facilities, if applicable.

2. Notwithstanding the provisions of section III.A.1 above, Licensee shall pay the City a per-day charge equal to the lesser of the not-for-profit or fair market facility rental rate for any facility Licensee reserves but does not use for Festival purposes. Licensee shall pay a per day facility and/or grounds rental fee to Seattle Center for each day of any unapproved variance on the final Event Service Order schedule. This fee shall be equal to current per day not-for-profit facility and/or grounds rental rates.

3. Readerboards. General readerboards shall be made available free of any fee on a first priority basis to the Festival immediately after the Seattle International Children's Festival, and all facility-specific readerboards shall be made available free of any fee on an "as available basis". With respect to the Mercer Street elevated walkway, a Northwest Folklife-supplied banner shall be mounted by Seattle Center staff as soon as is reasonably possible after the closing of the Seattle International Children's Festival ("SICF"). Said banner shall be mounted at no additional cost to Licensee. If there is no SICF or any other major festival or event during the time SICF would have been at Seattle Center, then Licensee's banner shall be hung on the Mercer Street elevated walkway fourteen (14) days prior to the opening of the Festival.

#### B. Services

1. The City shall provide Seattle Center technical equipment operators and other staff to meet Festival sound, stage, security, janitorial, labor, recycling and garbage service needs as stated in the approved Event Service Order, free of charge to Licensee, to the maximum number of labor hours specified below. For purposes of calculating any of the hour limitations specified below, an overtime hour shall be treated as a regular hour and all hours shall be billed at the internal Seattle Center labor rates. Licensee shall reimburse the City for the full costs of providing any labor in excess of the amounts specified below:



a. Stage. Labor hours shall not exceed 1,200 hours for each Festival and shall be used for the purposes of move-in, rehearsals, performances and move-out, only.

b. Sound. Labor hours for sound shall not exceed 650 hours for each Festival and shall be used for the purposes of move-in, rehearsals, performances and move-out, only.

c. Facility Support Laborers. Labor hours for facility support laborers shall not exceed 3,000 hours for each Festival, which hours may include work performed by maintenance laborers, utility laborers, laborers, dining room attendants, and janitors on the grounds and in facilities for the purpose of set-up, cleaning in facilities and on the grounds during the Festival and clean-up after each Festival closes.

d. Security and Admissions. Labor hours shall not exceed 1,425 hours for each Festival and shall be used for the purposes of move-in, rehearsals, performances, and move-out, only.

e. Technical Services. Labor hours shall not exceed 325 hours for each Festival, which shall include work performed by building operating engineers, carpenters, landscape maintenance workers, plumbers and electricians.

2. Festival Telephone Service. The City shall pay all costs associated with the installation, rental and use of not more than twelve (12) City telephone numbers and instruments for the telephone lines that are currently available in Conference Center Rooms A, B, F, G & H for use by Licensee staff during the Festival and only for Festival-related purposes. In no event, however, shall the City pay more than one month's service fee for the use of the telephone numbers and instruments. The telephone instruments that are used by Licensee are the property of the City and shall be returned to the City's direct management and control on or by the end of the move-out period specified for the facility area with respect to which such equipment is associated or related.

3. Office Space. Office space as indicated in Exhibit D hereto.

4. Waste Removal. Removal of garbage and recycling from the Premises during the days of the Festival shall be the responsibility of the City. Licensee shall assist Seattle Center personnel in the planning and implementation of a waste removal program.

5. Parking. Seattle Center Transportation shall provide parking permits as indicated below:

<u>No. of Passes</u>	<u>Location</u>	<u>User(s)</u>
22	Fifth Avenue Parking Lot, only	For Licensee's Board of Director's meetings and Festival-related purposes on grounds. Once received, Licensee shall label these passes "for official/business purposes only".
5	1st Avenue Parking Lot (or, during Sonics games, for use in the Mercer Street Garage or Fifth Avenue Parking Lot)	Year-round for Licensee staff. Each pass shall be issued to a designated staff member is non-transferable.
10	Fifth Avenue Parking Lot, only	Year-round passes for Licensee coordinator and volunteers. Each pass shall be issued to a designated staff member and is non-transferable.
25	Location as determined by Transportation Services	Festival Opening Reception. If a Sonics game is scheduled on the day/evening of the reception, the 25 passes shall be reduced to 10 ONLY for the Opening Reception.





230 Mercer Street Garage  
Reserved Parking Area

Friday, Saturday, Sunday and Monday of the Festival, only, for performers and volunteers. Seattle Center, at Seattle Center expense, shall administer the use of the Reserved Parking area for Festival performers and volunteers. Use shall be by pass only. If all reserved parking spaces are taken at any time during the four days stated above, Seattle Center will accommodate overhead elsewhere in the building at the expense of Licensee unless the Mercer Street Garage reaches capacity.

Max. 15 Fifth Avenue Parking Lot  
Over-  
sized  
Vehicles  
Only

For Festival move-in/Festival days and move-out, oversized vehicles of performers or volunteers may park in the Fifth Avenue Parking by entering through the gate on Republican Street immediately adjacent to Fifth Avenue.

24 Lot 6

Licensee shall coordinate the replacement of 13 disabled permit stalls in the lot with the Seattle Police Department. Such coordination shall include effective signage indicating alternative nearby parking location(s). Use of the lot and coordination of its use must be done in conjunction with Transportation Services and the adjacent tenants' needs. Sidewalk access to the Intiman wheelchair ramp must be maintained.

6. Conference and Meeting Facilities. Throughout the Term of this Agreement, Licensee may reserve, free of any license fee, such Seattle Center conference and meeting facilities as may be available on dates other than those of any annual Festival, for Festival-related activities. Licensee may reserve up to four separate dates at 120-days prior to the event. The availability of additional dates and facilities will not be confirmed by the City prior to ninety (90) days in advance of their desired use by Licensee.

#### IV. PUBLICITY AND MEDIA RESPONSIBILITIES.

Licensee is authorized to secure corporate business and individual sponsorship to assist in defraying the costs to produce the yearly Festival.

A. All Festival publicity shall identify Seattle Center as a primary Festival sponsor. Said publicity shall include the wording, "Sponsored by Northwest Folklife and Seattle Center," and shall include the Seattle Center logo whenever Licensee's logo is used.

B. Media Rights. Both the City and Licensee shall have the right to photograph and record (audio or video) any and all activity during any Festival, including but not limited to entertainment, without any compensation having to be paid by either party to the other, except that media rights inside the KeyArena are subject to the City's contract with SSI, Inc. (or its successor).

C. Photographic and Recording Releases. Licensee shall secure from each Festival performer a written document authorizing the use by the City and/or Licensee, without compensation to such performer, of such performer's photographic image and recorded commentary or music (both audio and video) for public information and promotional purposes only. Licensee shall maintain such records in its offices during the term of this Agreement and in King County, Washington for a period of three years after the expiration or termination of this Agreement. All records shall be available to the City for inspection during that time.



D. Graphics Ownership. Licensee shall own the rights to all graphics produced in implementation of this Agreement, provided, however, that the City may use any and all of such graphics free of charge for any promotion of activities directly related to the annual "Northwest Folklife Festival".

E. Licensee's Responsibilities. Licensee shall furnish the Director with programming material regarding the Festival, its participants, and related matters, as may be requested by the Director and is reasonably available. Licensee shall produce a printed program, press releases, posters and flyers in such numbers as may be appropriate to publicize the Festival.

## V. CONCESSION & CATERING RIGHTS.

A. Licensee is hereby permitted to exercise, during each Festival, the following exclusive concession and catering rights on the Premises (excluding the Center House Food Court Level and KeyArena), all without becoming obligated to pay the City any fee or percentage of gross receipts therefor: (a) to sell photographs, posters, art works, crafts, printed materials, and video and audio recordings or other media, all of which have an artistic base, theme or groundwork related to the Festival; (b) to sell souvenir items related to the Festival, generally, and not to Seattle Center, or depicting the Seattle Center logo; (c) to sell food and beverages including beer and wine; (d) to sell musical instruments and accessories, imported folk and ethnic items related to the Festival; and (e) to authorize others to sell such items. Licensee shall obtain and/or ensure that each of its sublicensees or subconcessionaires obtain all necessary permits (e.g., health, business, liquor) if providing food and/or beverages.

B. All individuals and business entities licensed or otherwise authorized by Licensee to engage in such concession activity during the Festival shall obtain from Licensee and display on their person or place of business on Seattle Center grounds, official acknowledgment (i.e., an approved Festival button) of such licensure or permission in a form approved by the Director.

C. All items offered for sale on or from Seattle Center by Licensee or its sublicensees or subconcessionaires shall be appropriate to the theme and philosophy of the Festival and Licensee shall ensure that all vendors secure all necessary permits and licenses.

D. Recycling. Licensee shall not dispense, or allow distribution to the general public of any food or beverage material that is currently or hereinafter prohibited by City ordinance (i.e., polystyrene per City ordinance #114035.)

E. Booth Fees. Licensee may charge a fee to any person it authorizes to engage in concession sales on Seattle Center grounds during the Festival. Such fee may consist of a booth fee established by Licensee, plus a percentage of such person's gross receipts, which percentage shall not exceed thirty (30%) percent during the term of this Agreement. Such fees shall be subject, each year, to the prior approval of the Director.

## VI. LICENSEE FINANCIAL OBLIGATIONS.

All money collected by Licensee from Festival concessions and other Festival activities, excluding donations, shall be allocated directly to the operations of the Festival.

A. All costs associated with the sponsorship and production of the Festival shall be the responsibility of, and shall be paid by Licensee, except those costs that the City, as co-sponsor, has specifically assumed in Section III.

B. Licensee shall maintain an annual operating budget sufficient to fund the operation of the Festival, to maintain an annual administrative operation, and to support the related activities of Licensee.

C. Licensee is hereby authorized to solicit funds from the general public at Seattle Center during the Festival, during other Licensee-sponsored activities, and during other Licensee and City co-sponsored activities.





## **VII. TRANSFER OF RIGHTS AND OBLIGATIONS.**

Except as otherwise provided in this Agreement pertaining to concession sales, Licensee shall not subcontract, assign, or otherwise transfer this Agreement, or any of the rights or obligations hereunder, or lease, license or otherwise authorize the use of any part of Seattle Center without the prior written consent of the Director. No assignment of this Agreement, with or without the Director's consent, shall release or relieve Licensee of or from any of the obligations on Licensee's part to be kept and performed under this Agreement. Any assignment shall be subject to all the terms and provisions of this Agreement. In the event of any authorized assignment of this Agreement, Licensee shall deliver to the Director simultaneously with such assignment, an instrument, in writing, executed by the assignee, in which the assignee assumes and agrees to perform all of the terms and provisions of this Agreement. The granting of concession rights consistent with the provisions of Section V, hereof, shall not be deemed an assignment, subcontract or transfer as contemplated in this section.

## **VIII. LIENS AND ENCUMBRANCES.**

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

## **IX. NO NUISANCES OR OBJECTIONABLE ACTIVITY.**

Licensee shall not permit any excessive or objectionable noise, odor, dust, vibration, or other similar substance or condition to remain on or be emitted from Seattle Center during each year's Festival; shall not interfere with access from Seattle Center or any part thereof, or with the traffic thereon; shall not create any nuisance in or adjacent to Seattle Center, and shall not knowingly do anything at Seattle Center that will create a danger to life and limb. Licensee shall comply with the City of Seattle noise ordinances.

## **X. AUDIT.**

Licensee shall permit the City, from time to time as the Director deems necessary, to inspect and audit in King County, Washington, at any and all times, all pertinent books and records of Licensee and any concessionaire or other person or entity that has carried on a business activity on or from Seattle Center during the Festival, to verify the accuracy of accounting records; and shall supply the City with, or shall permit the city to make, a copy of any books and records and any portion thereof, upon the Director's request. Licensee shall ensure that such inspection, audit and copying right of the City is a condition of any license, concession agreement or other arrangement under which any other person or entity is permitted to carry on a business activity on or from Seattle Center during the Festival.

## **XI. COMPLIANCE WITH LAW.**

A. General Requirements. Licensee, at no cost to the City, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter and Municipal Code of The City of Seattle; and rules, regulations, orders, and directives of administrative agencies and the officers thereof. Licensee shall use its best efforts to ensure that every person it admits to the Premises similarly performs and complies with the same. Whenever Licensee or its authorized representative is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any person admitted to the Premises, Licensee shall immediately desist from and/or prevent or correct such violation.

B. Licenses & Other Authorizations. Licensee, at no cost to the City, shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes. Licensee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment and improvements on the Premises; and taxes on Licensee's interest in this Agreement and any leasehold interest deemed to have



been created thereby under RCW Ch. 82.29A. If the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from Licensee's occupancy of the Premises or withholds funds due to the City to enforce collections of leasehold excise taxes, Licensee shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the City, contest such collection action and indemnify the City for all sums expended by, or withheld by the State of Washington from the City in connection with such taxation.

D. Nondiscrimination and Affirmative Action. Licensee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle; including the Seattle Municipal Code (SMC), notably SMC 20.44; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

### **XIII. INSURANCE AND INDEMNIFICATION.**

A. Insurance to be Procured by Licensee. At all times during the Term of this Agreement, Licensee shall maintain in full force and effect and at its sole expense, insurance as provided in Exhibit E.

B. Termination Upon Failure to Insure. Notwithstanding any other provisions of this Agreement, the failure of Licensee to comply with the provisions of this section shall subject this Agreement to immediate termination at the discretion of the Director, without notice to Licensee.

C. Indemnification. Licensee hereby agrees to indemnify, save harmless and defend the City from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of, or breach of contract by, Licensee, its agents, and employees in performing its obligations under this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence of, or breach of contract by, Licensee, its authorized agents, or employees.

The City hereby agrees to indemnify, save harmless and defend Licensee from all claims, demands, suits, judgments, and liability (including reasonable attorney's fees, losses, costs and expenses of any kind) arising out of, in connection with, or incident to the negligent acts, errors, or omissions of, or breach of contract by, the City, its agents, and employees in performing its obligations under this Agreement, but only to the extent such claims, actions, costs, damages or expenses are caused by the negligence of, or breach of contract by, the City, its authorized agents, or employees.

The indemnification provided for in this section shall survive any termination or expiration of this Agreement. The parties further waive, with respect to one another and for purposes of this Agreement, only, their immunity under RCW Title 51, Industrial Insurance. The parties acknowledge that the foregoing waiver was mutually negotiated.

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

A. Access to Premises. The City retains the right of access at all reasonable times to all City property and facilities comprising the Premises to inspect the same and to make any repair, improvement, alteration, or addition thereto or to any other property owned by or under the control of the City, deemed necessary by the Director, but this right of access shall not impose on the City any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein.

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





C. Suspension of Activities and Operations. In the event such inspection, repair, alteration, addition, or improvement work necessitates the temporary suspension of the Festival or any part thereof, or of Licensee's activities and operations on the Premises, or any portion thereof, the Director shall notify Licensee of such necessity and the anticipated beginning and ending dates of such suspension at least four (4) months in advance whenever possible. Such suspensions may be ordered with less notice in the event of an emergency as determined by the Director. Licensee hereby waives any and all rights to claims for damage for any injury to and interference with its operations or business and losses occasioned by any such suspension.

#### **XV. CITY'S CONTROL OF BUILDINGS, GROUNDS AND ACTIVITIES.**

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

A. increase, reduce, and change in any manner whatsoever the number, appearance, dimensions, and locations of Seattle Center walks, buildings, landscaping, parking, and service areas, and may also make improvements, alterations, and additions to the common areas of any Seattle Center building;

B. regulate all traffic within and adjacent to Seattle Center;

C. erect, display and remove promotional exhibits and material and permit special events on Seattle Center grounds, buildings and facilities, except that the City shall not sponsor or co-sponsor within thirty (30) days of this Festival a free, regional, folklife entertainment event that is substantially similar in size and scope to the Festival.

D. promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle;

E. restrict or prohibit the parking on City-owned or leased property of motor vehicles owned or operated by Licensee and any of its officers, employees, agents, suppliers, invitees, and Festival participants except as provided in Section III.B.5 and described in the approved Event Service Order;

F. determine the days and hours Seattle Center will be open to the public;

G. change the size, number and type and identity of other concessions, stores, businesses, and operations being conducted or undertaken at Seattle Center;

H. place on the Premises with the cooperation of Licensee a cart and/or booth for the purpose of promoting Seattle Center development and/or merchandise; and

I. exercise any other power or right authorized by law or ordinance.

#### **XVI. CITY'S RIGHT TO DISAPPROVE MERCHANDISE AND PRICES.**

In order to protect the public visiting Seattle Center from price gouging, and to ensure that a variety and diversity of food, beverages, merchandise and entertainment are offered to the same, the City reserves the right to:

A. Prohibit Price Gouging. Disapprove the price of any food, beverage, item of merchandise or service that is substantially higher than the price charged by a substantially similar business in the region, and prohibit the charging of such substantially higher price.

B. Prohibit the Sale of Objectionable Materials. Prohibit the sale of any item of any food, beverage, item of merchandise or service that is unsafe; that portrays the City or Seattle Center or any aspect thereof in an incorrect or misleading manner; that is inappropriate for a family-oriented arts, recreation and entertainment facility such as Seattle Center; or that may create a substantial litter or other maintenance problem at Seattle Center; all of which shall be determined by the Director.

#### **XVII. TERMINATION**



A. For Cause. Either party may terminate this Agreement in the event the other fails to perform any obligation described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner, which shall not exceed thirty (30) days after written notice of breach has been provided to such other party.

B. For Reasons Beyond Control of Parties. Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impractical for reasons beyond such party's reasonable control such as, but not limited to, acts of nature; war or war-like operations; civil commotion; riot; labor dispute including strike, walkout or lock out; sabotage; or superior governmental regulation or control.

C. Notice. Notice of termination pursuant to Subsection XVII A or B, hereof, shall be given by the party terminating this Agreement to the other not less than five (5) days prior to the effective date of termination.

#### **XVIII. NOTICES AND DELIVERABLE MATERIALS.**

All notices and other material to be delivered hereunder shall be in writing and shall be delivered or mailed to the following:

To City: Director, Seattle Center Department  
305 Harrison Street  
Seattle, Washington 98109

To Licensee: Executive Director, Northwest Folklife  
305 Harrison Street  
Seattle, Washington 98109

or other such respective address(es) as either party may from time to time designate in writing.

#### **XIX. DIRECTOR'S AUTHORITY.**

The term "Director" as used throughout this Agreement means the Director of Seattle Center or his/her designee. No action of the Director and his/her designee pursuant to or in implementation of this Agreement shall constitute any official action by any other City Department or official that may be required by law, ordinance, rule or regulation before Licensee may rightfully commence, suspend, enlarge, or terminate any particular undertaking or may obtain or exercise any particular right or privilege under this Agreement. Any approval, consent or permission required of the Director by this Agreement may be granted, conditioned or withheld by the Director in the exercise of such official's sole discretion.

#### **XX. AMENDMENTS.**

No modification or amendment of any of the provisions hereof shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

#### **XXI. NO WAIVER.**

No waiver of full performance by either party shall constitute a waiver of any subsequent default of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of compensation for any service after a default shall not be deemed a waiver of any right or acceptance of defective performance.

#### **XXII. REMEDIES CUMULATIVE.**

Rights under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. Each party shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.





**XXIII. CAPTIONS.**

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

**XXIV. INVALIDITY OF PARTICULAR PROVISIONS.**

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

**XXV. ACKNOWLEDGMENT OF NEGOTIATED AGREEMENT.**

The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**XXVI. BINDING EFFECT.**

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

**XXVII. PREVIOUS AGREEMENTS SUPERSEDED.**

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

**XXVIII. ENTIRE AGREEMENT.**

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

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

**NORTHWEST FOLKLIFE**

By \_\_\_\_\_  
Michael Herschensohn  
Executive Director, Northwest Folklife

Date:

**THE CITY OF SEATTLE**

By \_\_\_\_\_  
Virginia Anderson, Director  
Seattle Center Department

Date:



**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
COUNTY OF KING ) ss  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the same as a free and voluntary act and deed for the uses and purposes therein mentioned and, under oath, stated that such official was authorized to execute said instrument.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF KING ) ss  
)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared \_\_\_\_\_ to me known to be the Director of Seattle Center Department of The City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and, under oath, stated that such official was authorized by ordinance to execute said instrument.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

