

Ordinance No. 122692

Council Bill No. 116198

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of a lease with the Seattle International Film Festival Group for space in the Northwest Rooms at Seattle Center.

CF No. 1

Date Introduced:	<u>4-28-08</u>	
Date 1st Referred:	To	Parks & Seattle Center (PSC)
Date Re - Referred:	To:	(committee)
Date Re - Referred:	To:	(committee)
Date of Final Passage:	Full Council Vote:	
<u>5/19/08</u>	<u>5-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>5/19/08</u>	<u>5-27-08</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>5-28-08</u>	<u>2</u>	
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

*Tom Rasmussen*

Councilmember

## Committee Action:

Pass 4-0

TR, JD, R, TB

MAY 19, 2008 FULL COUNCIL PASSED 5-0 (Excused: Burgess, Drago,

Harrell, Rasmussen)

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

*Law Department*

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed



# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

April 22, 2008

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes a ten-year lease with the Seattle International Film Festival Group (SIFF) to operate and maintain a film center, including a screening room, lecture space, a reference library, and administrative office space in the Alki Room of the Seattle Center Northwest Rooms. SIFF, which was established in 1976, is the producer of the largest and most highly attended film festival in the United States. They also provide year-round public and private programming that celebrates the culture and art of the moving image through filmmaking and filmgoing experiences of exceptional merit and diversity.

In 2007, SIFF finished the first phase of its planned relocation to the Seattle Center campus and opened its film screening venue at the Nesholm Family Lecture Hall at McCaw Hall. The second phase of their relocation includes the establishment of a film center in the Alki Room. This proposed legislation authorizes a lease between SIFF and Seattle Center for use of and improvements to the Alki Room. Under the agreement, SIFF will make approximately \$1 million in tenant improvements in order to convert the Alki Room into a film center and will lease and maintain the space for ten (10) years. The Seattle Center Capital Improvement Program includes \$200,000 to be used toward the cost of tenant improvements to the Alki Room. The Seattle International Film Festival Group is currently in the process of raising the balance of funds for the tenant improvements. They will pay an initial annual rent of \$35,000 plus the cost of all utilities for the space and will be responsible for maintenance of the interior of the facility. In addition, the major festivals such as Folklife, Bumbershoot, and the Bite of Seattle will continue to be able to use the space as a venue.

The Seattle International Film Festival Group complements Seattle Center's mission and will provide a vibrant addition to the mix of arts organizations at Seattle Center. Thank you for your consideration of this legislation. Should you have questions, please contact Ned Dunn at 684-7212 or Karin Butler at 684-7153.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels".

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7<sup>th</sup> Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: [mayors.office@seattle.gov](mailto:mayors.office@seattle.gov)

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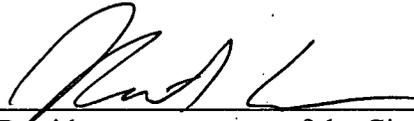




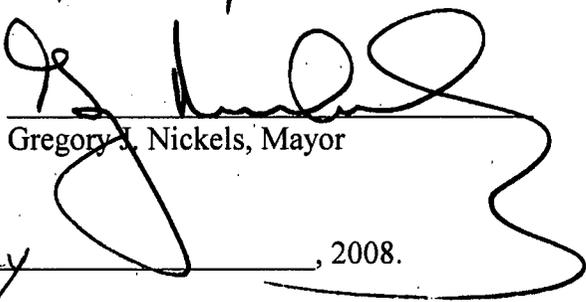
1 Section 3. This ordinance shall take effect and be in force thirty (30) days from and after  
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days  
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 19<sup>th</sup> day of MAY, 2008, and  
5 signed by me in open session in authentication of its passage this

6 19<sup>th</sup> day of MAY, 2008.  
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President \_\_\_\_\_ of the City Council

11 Approved by me this 27<sup>th</sup> day of May, 2008.  
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15 Gregory J. Nickels, Mayor

16 Filed by me this 28 day of May, 2008.  
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19   
20 City Clerk

21 (Seal)

22 Attachment 1: Lease Between the City of Seattle and the Seattle International Film Festival  
23 Group  
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## Attachment 1

### LEASE

THIS LEASE (the "Lease") is entered into this \_\_\_ day of \_\_\_\_\_, by and between CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through the Director of the Seattle Center Department ("Director"), and the Seattle International Film Festival Group (Cinema Seattle) ("SIFF"), a Washington non-profit corporation.

### RECITALS

WHEREAS, Seattle Center, a City of Seattle department, supported by the people of Seattle, is home to the finest cultural and educational organizations, sports teams, festivals, community programs and educational facilities and exists to delight and inspire the human spirit in each person and bring us together as a rich and varied community; and

WHEREAS, SIFF is a non-profit corporation whose mission statement is attached hereto as **EXHIBIT A**; and

WHEREAS, after discussions between Seattle Center and SIFF representatives, Seattle Center confirmed that SIFF would contribute to the Seattle Center mission and expressed interest in having SIFF as a campus resident organization; and

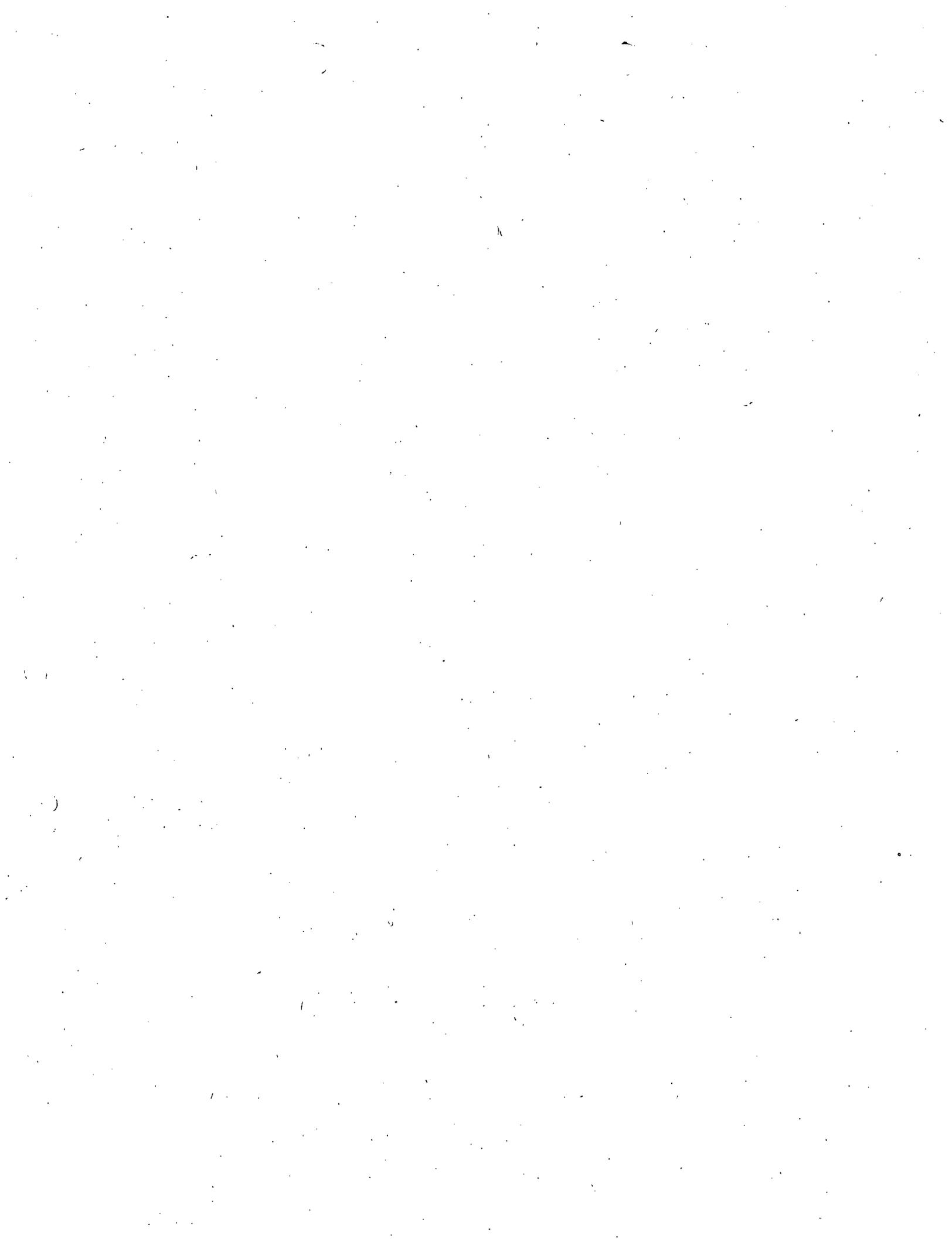
WHEREAS, on December 13, 2006, Seattle Center and SIFF concluded an agreement for the use of the Nesholm Family Lecture Hall at Marion Oliver McCaw Hall as a year-round screening facility starting in January of 2007; and

WHEREAS, in the 2007-2012 Adopted Capital Improvement Program appropriated Two Hundred Thousand Dollars (\$200,000.00) for improvements to the Seattle Center Northwest Rooms (Alki Room in particular) to prepare the facility for SIFF's use as a film center and offices; and

WHEREAS, release of the aforementioned funds by the City is conditioned on SIFF demonstrating, prior to the beginning of construction, that it has raised sufficient funds for tenant improvements to the Alki Room to prepare the facility for SIFF's use as a film center and offices.

NOW, THEREFORE, in consideration of the rents to be paid and the covenants and agreements hereinafter provided which City and SIFF agree to keep and perform, City and SIFF hereby agree as follows:





1. **PREMISES**

**A. Grant:**

Subject to all of the terms and conditions herein, City hereby leases to SIFF and SIFF leases from City, a portion of those certain premises commonly known as the "Alki Room", located in the Northwest Rooms building at Seattle Center (the "Building") and containing approximately 9,556 square feet of space (the "Premises"). The Premises are located on a portion of the land legally described as:

Lots 1 through 12, Block 32 and Lots 1 through 12, Block 35, D.T. Denny's Home Addition to City of Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 115, in King County, Washington; together with that portion of Warren Avenue North vacated by City of Seattle Ordinance No. 88603; and that portion of alley vacated by City of Seattle Ordinance No. 8520 which attached to said premises by operation of law.

The floor plan for the Premises is attached as **Exhibit B**. SIFF acknowledges and agrees that those portions of the Alki Room located on the Main Level on Exhibit B and indicated with shading and labeled as "Seattle Center Operational Spaces" will remain under the sole control of Seattle Center and are not included in the Premises.

The mailing address for this location will be:

SIFF Group  
Seattle Center  
305 Harrison  
Seattle, WA 98109

**B. Condition of Premises:** SIFF accepts the Premises in their condition as of the Commencement Date defined in Section 2 AS IS, with all defects, and assumes all risk that one or more defects exist in the Premises. City makes no warranties or representations of any kind, express or implied, with respect to the condition of the Premises or their suitability for SIFF's purposes other than as specified in this Lease. SIFF agrees that any express or implied representations, statements or warranties made by or on behalf of the City prior to the Commencement Date, unless expressly set forth in this Agreement, have been revoked and withdrawn and have no force or effect whatsoever.



**C. Use:** SIFF shall use the Premises for its administrative and business offices and for one or more of the following: a lecture space, a small screening room, a reference library and a film school, all of which may be made generally available to the public, including for an admission fee, and for other incidental and reasonably related activities such as a box office and/or gift shop. SIFF shall not use the Premises for any other purpose without the Director's prior, written approval, which approval may be granted, withheld or conditioned in the Director's sole discretion.

SIFF agrees to conduct its activities in a manner that is consistent with the Seattle Center Vision Statement, **Exhibit C** hereto, as the Director may reasonably determine, and to comply with the Seattle Center Rules and Regulations regarding the use of the Premises and Seattle Center grounds, which Rules and Regulations are attached as **Exhibit D**. Notwithstanding the foregoing, if there is any conflict between such Rules and Regulations and the express provisions of this Lease, the terms of this Lease shall control. City shall use its best efforts to notify SIFF of any changes to the Seattle Center Vision Statement or Seattle Center Rules and Regulations prior to the effective date thereof.

**D. Nonexclusive License to Use Common Areas:** Throughout the Term, SIFF and its licensees, patrons, invitees and employees shall have the non-exclusive right to use the Seattle Center common areas as from time to time constituted, which use shall be in common with all other visitors and users of the Seattle Center and subject to such rules and regulations for the use thereof as the Director may promulgate from time to time (subject to the terms of Section 1(C) above). For the purposes of this Lease, the term "common areas" means and includes any Seattle Center area designated by the Director as being for the general use of tenants, concessionaires, licensees, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any tenant or licensee. Common Areas include but are not limited to the immediate periphery of the Premises, parking areas, landscaped areas, areaways, roads, walks, corridors, malls, public toilets, public lounges, public stairs, ramps, elevators, escalators and shelters.

SIFF acknowledges that the Common Areas abutting the Premises are for the enjoyment of all and shall at all times be respectful of the public's right to use them without fear of disturbance or bother. SIFF agrees to discourage its licensees, patrons, invitees, customers and employees from smoking in this area and nearby Common Areas and to work with Seattle Center staff to enforce smoking regulations.

## 2. LEASE TERM



This Lease shall commence on the later of (i) September 15, 2008, or (ii) the date the City of Seattle's Department of Planning and Development ("DPD") issues SIFF a building permit for the Initial Improvements, defined in Section 3 (the "Commencement Date"), and shall terminate on December 31, 2018 (the "Term"). Notwithstanding the foregoing, unless the Director agrees otherwise, this Lease shall automatically terminate on December 31, 2008, if by that date (i) the parties have not executed the Construction Agreement described in Section 3; or (ii) SIFF has not obtained a building permit for the Initial Improvements.

The parties shall confirm the actual Commencement Date by written addendum, which shall be incorporated into this Lease without the need for formal amendment.

### 3. INITIAL IMPROVEMENTS AND SUBSEQUENT ALTERATIONS

**A. Initial Improvements:** It is a fundamental purpose of this Lease that SIFF constructs the tenant improvements generally described on the attached **Exhibit E** (the "Initial Improvements") and which are anticipated to cost approximately \$1,000,000.00. The parties' rights and obligations with respect to the construction of the Initial Improvements shall be contained in a separate construction agreement (the "Construction Agreement") that the parties shall execute before SIFF enters into a construction contract for the Initial Improvements. Such Construction Agreement shall include a requirement that prior to commencing the Initial Improvements, SIFF shall have demonstrated to the satisfaction of the City's Finance Director and the Seattle Center Director that it has sufficient funds to complete the Initial Improvements.

City acknowledges that as part of the Initial Improvements SIFF may require additional HVAC facilities for proper operation of certain film exhibition equipment in the Premises and City agrees that it will not unreasonably withhold permission for such installation. City further agrees that SIFF may install an alternative entrance on the north side of the Premises to facilitate public access to a screening room or public meeting facility and that City will not unreasonably withhold permission for building such alternative ingress or egress. SIFF will be responsible, at its own expense, for removing and/or replacing to City's satisfaction any existing plantings or trees, or structural elements of the exterior garbage/recycling enclosure on the north side of the Premises, or any other existing element of the Seattle Center common areas that are affected by this alternative entrance. No consent will be required for installation of non-structural fixtures or equipment or repairs and replacement of equipment and related support systems, such as dedicated HVAC or security.



**B. Subsequent Alterations:** Following construction of the Initial Improvements SIFF shall not make any improvements to the Premises without first obtaining the Director's written permission, which permission may be granted, withheld or conditioned in the Director's sole discretion.

**C. Improvements to Become City Property:** All approved modifications, alterations, additions or improvements (but not fixtures or equipment) shall, at the expiration or earlier termination of the Lease, become the property of City and remain upon and be surrendered with the Premises. In no event will SIFF's film exhibition equipment be deemed an improvement.

**D. Damage:** In undertaking any repairs, modifications, alterations, additions or improvements, SIFF shall ensure that it and each of its contractors and agents protects from damage or destruction private and public property on or in the vicinity of the Premises that is not scheduled for repair, replacement or removal. Any property that SIFF or its contractors or agents damage in the course of any repair, modification, alteration, addition or improvement shall be promptly repaired or replaced at SIFF's expense.

#### 4. RENT

**A. Annual Rent:** Except as provided in Section 4.B., beginning on the date SIFF receives a certificate of occupancy for the Premises (the "Occupancy Date"), which the parties anticipate to be January 1, 2009, SIFF shall pay City Annual Rent in the amounts shown on the table below. As used in the table, "adjusted rent" means Rent increased by the Consumer Price Index (CPI) as provided in Section 4.C. Annual Rent shall be payable in twelve (12) equal monthly installments, in advance, with the first installment due on the Occupancy Date and thereafter, on the first day of each month throughout the Term.

Year	Annual Rent
1/1/09 – 12/31/09	\$35,000.00
1/1/10 – 12/31/10	\$35,000.00
1/1/11 – 12/31/11	\$35,000.00
1/1/12 – 12/31/12	\$35,000.00
1/1/13 – 12/31/13	\$35,000.00
1/1/14 – 12/31/14	Year 5 adjusted rent plus \$3,000
1/1/15 – 12/31/15	Year 6 adjusted rent plus \$3,000
1/1/16 – 12/31/16	Year 7 adjusted rent plus \$3,000
1/1/17 – 12/31/17	Year 8 adjusted rent plus \$3,000
1/1/18 – 12/31/18	Year 9 adjusted rent plus \$3,000



**B. Rent during Construction:** Beginning on the Commencement Date and thereafter, on the first day of each month until the Occupancy Date, SIFF shall pay City, in advance, Interim Rent of \$1,458.50 per month. If either the Commencement Date or the Occupancy Date falls on other than the first day of a month, the Rent for such month(s) shall be prorated or adjusted, as the case may be, to reflect the actual number of days for which Interim or Annual Rent is due and payable.

**C. CPI Adjustment:** Beginning January 1, 2014, and on the first day of each January thereafter throughout the Term, Annual Rent shall increase by the same percentage as the increase in the Consumer Price Index for All Urban Consumers in the Seattle-Tacoma Metropolitan Area, published by the Bureau of Labor Statistics, United States Department of Labor (the "Index") during the preceding year, if any. If, during any year in which CPI increases apply the Index is negative, then the Rent shall remain the same as it was during the immediately preceding calendar year. If there is any change in the Index base or if the Index is discontinued, the Director shall select a substitute index of comparable statistics on the cost of living for the locality in which the Premises are located as shall be computed by an agency of the United States or by a responsible financial periodical or other recognized authority.

**D. Operating Expenses:** In addition to Rent, SIFF shall pay City monthly, upon invoice, the Operating Expenses for the Premises, including but not limited to, the following:

1. All City expenses for HVAC utility services as well as for maintenance and repair work to the HVAC system located in and/or serving the Premises.
2. SIFF's pro rata share of the cost of all other utilities serving the Premises and not separately metered, including solid waste removal and recycling.
3. The cost of monitoring, repairing and confidence testing the sprinkler and fire alarm system serving the Premises.
4. The cost of all maintenance or repair work for which SIFF is responsible but which the City performed at SIFF's request.

**E. Time and Manner of Payment.** SIFF shall pay Rent and Operating Expenses in lawful money of the United States and, unless otherwise specified in this Lease or other written notice from City, deliver the same to the City of Seattle, c/o Seattle Center Fiscal Services & Accounting, 305 Harrison Street, Seattle, Washington, 98109.



## 5. LATE CHARGES; INTEREST

If SIFF fails to pay any sums due under this Lease within five (5) days after the due date, a service charge of Fifty Dollars (\$50.00) or such larger sum as may be established by ordinance, shall be assessed for each month or portion of a month that the delinquency continues. Such assessment(s) shall be immediately due and payable. In addition, interest on such delinquent amount(s) shall accrue at the rate of one and one-half percent (1 ½ %) per month from the date due, until paid. If any check for payment is returned for insufficient funds, SIFF shall pay an administrative charge of \$20.00 and thereafter, City may require SIFF to pay Rent by cashier's or certified check.

## 6. CITY AND CITY-AUTHORIZED THIRD PARTY USE OF PREMISES

**A. City Use of Premises:** City reserves and retains the right to use, and to authorize others to use, the Premises' public areas during the time periods and for the purposes specified in Section 4.F. SIFF shall not charge the City for such use, nor shall SIFF be entitled to any reduction in Rent therefor.

**B. Use of SIFF Office Space and Equipment:** City's right to use and to authorize others to use the Premises does not include the right to use SIFF's private administrative offices unless the parties agree otherwise. Nor does it include the right to use SIFF's equipment. If a user requires operation of such equipment and SIFF consents to such operation, it shall be operated by SIFF personnel or, at SIFF's election, by qualified City personnel under SIFF's supervision. City shall reimburse SIFF or shall obligate the authorized user to reimburse SIFF for SIFF's direct costs for such operation or supervision plus incidental expenses actually incurred, within thirty (30) days of SIFF's invoice. SIFF's costs may include wages for SIFF personnel at the rates SIFF normally pays for such work, except that if a SIFF volunteer performs the work, SIFF may charge the Seattle Center standard rate for such volunteer labor.

**C. City Cleaning, Repair and Reimbursement for Utility Use:** For all dates reserved for City or City-authorized use under this Section 4, including move-in, move-out and cleanup dates, City shall, or shall require the user to, reimburse SIFF within 30 days of SIFF's invoice, for SIFF's actual expenses for utilities, supplies, perishable items and labor (other than equipment operators) attributable to such use. In addition, City or its authorized user shall clean the Premises and repair any damage caused to the Premises and to SIFF's property on the Premises by the end of the move-out day, unless a longer period of time is required for repair work, in which case such work shall be completed as quickly as is reasonably possible.



**D. City Responsibility for Damage:** The parties acknowledge that members of the public will occupy the Premises during City or City-authorized use periods, and City will endeavor to protect the Premises and all persons on the Premises from damage or injury. City shall be responsible for, and shall indemnify, defend and hold SIFF harmless from, any and all losses, damages, suits, and claims for any nature whatsoever made against or incurred by SIFF arising out of any City or City-authorized use of the Premises, except to the extent that any damage or injury arises from SIFF's negligence or willful misconduct. City shall also require any City-authorized users to secure commercial general liability insurance, including contractual liability, with the same limits of liability as are required of SIFF. Such insurance shall name SIFF as an additional insured and users will be required to provide SIFF with evidence of such insurance not less than seven (7) days prior to the scheduled use.

The indemnification provided for in this paragraph shall survive any termination or expiration of this Lease.

**E. Limitation on Third-Party Usage:** Notwithstanding anything in this Lease to the contrary, if any City-authorized user of the Premises fails to pay SIFF any amounts due under this Section 4, that user shall not be permitted to use the Premises until the arrearage has been paid.

**F. Guaranteed Dates for City and City-Authorized Third-Party Use of Premises:** The Premises are reserved for City use each year on the following dates in connection with the annual events identified below or their successors, if any. For each use, SIFF shall provide access to the Premises no later than 12:01 a.m. on the first day specified and until 9:00 a.m. the day immediately following the last day specified. The Director shall inform SIFF of the precise dates for each event in a written notice as soon as the Director confirms such dates, but at least one (1) year before the first day of each intended use, or as specified below.

1. For Seattle International Children's Festival use: nine (9) consecutive days during the month of May.
2. For Northwest Folklife Festival use: Friday through the Monday of Memorial Day weekend; plus two (2) move-in days, before, and one (1) move-out day, after, the festival.
3. For The Bite of Seattle use: Friday through Sunday, plus one (1) move-in day and one (1) move-out day, each July.
4. For Seattle Center Arts and Science Academy use: fifteen (15) consecutive days during July and August.



5. For Bumbershoot Festival use: the Monday preceding Labor Day continuing through Labor Day, and including one (1) move-out day after Labor Day.

## 7. WAIVER; INDEMNIFICATION.

**A. SIFF's Indemnification:** Except as to activities to which RCW 4.24.115 applies (in which case the provisions of that statute shall govern this section), SIFF shall indemnify, defend (using legal counsel acceptable to City) and save City, its officers, agents, and employees, harmless from any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses arising out of or in connection with (i) SIFF's occupation, use or improvement of the Premises or the Northwest Rooms pursuant to this Lease, or other Seattle Center areas; (ii) SIFF's breach of any of its obligations hereunder; or (iii) SIFF's violation of any law. SIFF agrees that its indemnity obligation specifically covers actions brought against City by SIFF's own employees and is specifically and expressly intended to constitute a waiver of SIFF's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to City only. CITY AND SIFF ACKNOWLEDGE AND AGREE THAT THE INDEMNIFICATION PROVISIONS OF THIS LEASE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM and they shall survive the termination or expiration of this Lease.

**B. Release of Claims:** City shall not be liable to SIFF and SIFF hereby waives and releases City from all claims for any losses or other damages SIFF sustains as a result of any accident or occurrence in or upon the Premises or the Northwest Rooms, including but not limited to any defect in or failure of building equipment; any failure to make repairs; any defect, failure or interruption of building facilities or services; broken glass; water leakage; the collapse of any building component; or any act or omission of any other Northwest Rooms occupants.

**C. Assumption of Risk:** SIFF's placement and storage of business or personal property in the Premises or any other Seattle Center facility shall be at SIFF's sole risk.

## 8. INSURANCE

**A. SIFF Furnished Coverages and Limits of Liability:** SIFF shall obtain and maintain in full force and effect at all times during the Term of this Lease, at no expense to City, insurance as specified below.

1. **Commercial General Liability** insurance including  
- Premises/Operations



- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors
- Stop Gap/Employers Liability
- Fire/Tenant Legal Liability

Limits of liability shall be not less than \$1,000,000 each occurrence, bodily injury and property damage combined single limit (CSL) except:

- \$ 1,000,000 each offense - Personal/Advertising Injury
- \$ 1,000,000 each accident - Disease Stop Gap/Employers Liability
- \$ 500,000 each occurrence - Fire/Tenant Legal

2. **Business Automobile Liability** insurance including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 each occurrence, combined single limit bodily injury and property damage.

3. **Workers Compensation insurance** in accordance with Title 51 of the Revised Code of Washington (RCW).

4. **All Risks Property insurance** on a replacement cost basis, covering SIFF's tenant improvements, trade fixtures and business and personal property. Such insurance shall include Time Element coverage with sufficient limits to provide for loss of revenues and additional expenses during an interruption of SIFF's activities due to damage to or loss of the Premises.

**B. City-Furnished Coverages and Limits of Liability:** The City shall maintain in full force and effect at all times during the Term of this Lease All Risks Property Insurance for the Building, including earthquake and flood, on a replacement cost basis.

**C. Mutual Waiver of Property Insurance Subrogation:** SIFF and the City hereby waive their respective rights of subrogation against one another with respect to perils covered by insurance required under this Lease and their respective rights of recovery against one another for claims falling within policy deductible amounts, unless the party against whom recovery is sought caused or contributed to the loss.

**D. General Terms and Conditions:**

1. Except with respect to Workers' Compensation insurance, any self-insured retention in excess of \$25,000 must be disclosed and is subject to the City's approval. SIFF shall be responsible for



paying any claims that fall within amount of the self-insured retention. In order for the City to approve a self-insured retention about the stated amount, SIFF must state, in writing, that it will protect and defend the City of Seattle as an additional insured under its self-insured retention to the same extent as City would be protected under a commercial insurance policy meeting the requirements set forth herein has been issued and, in addition, provide detailed information as to how and to whom the City should direct any notice or tender.

2. The City reserves the right to approve any insurer, form or type of coverage. Unless the City approves otherwise, all insurers shall be licensed to do business in the State of Washington and rated A-VII or higher in the current A.M. Best's Key Rating Guide; or issues as surplus lines under the provisions of chapter 48.15 RCW by a Washington State licensed broker.

3. The City of Seattle shall be named as an additional insured on the CGL and Business Automobile Liability policies for primary and non-contributory limits of liability.

4. City reserves the right to periodically review the appropriateness of coverages and/or limits of liability in view of inflation and/or changing industry conditions and to reasonably require an increase in such coverages and/or limits of liability upon ninety (90) days' written notice to SIFF and provided such increases are reasonable with respect to market practices.

5. If SIFF fails to maintain insurance as required herein, the City may procure the same and charge SIFF for the full expense thereof, which SIFF shall pay upon demand.

6. SIFF shall not keep or use in or about the Premises any article, which is prohibited by City's insurance policy. SIFF shall pay immediately any increase in City's premiums for insurance during the term of this Lease that results from SIFF's use of the Premises.

**E. Evidence of Insurance**

Except with respect to Workers' Compensation insurance, before occupying the Premises, SIFF shall provide City with documentary evidence that it has complied with the insurance requirements hereunder, including coverages, limits of liability and other terms and conditions specified in this Section 8.



As respects CGL insurance, evidence of insurance must include a copy of the actual designated additional insured endorsement or blanket additional insured policy wording that documents that The City of Seattle is an additional insured for primary and non-contributory limits of liability.

As respects all coverages, each policy must include, and the documentation must demonstrate, that the policy will not be cancelled without at least thirty (30) days' written notice of cancellation having been delivered to the City, except in cases of non-payment of premium, in which case, cancellation may occur upon ten (10) days' written notice.

The certificate holder shall be:  
Seattle Center  
305 W. Harrison St., Room 109  
Seattle, WA 98109

Certification shall be sent to the City's Risk Manager at:  
Facsimile number (206) 470-1270 or as an email attachment to [riskmanagement@seattle.gov](mailto:riskmanagement@seattle.gov), with a copy to:

Juanita Woelfle  
Facsimile number (206) 615-0366 or as an email attachment to [Juanita.woelfle@seattle.gov](mailto:Juanita.woelfle@seattle.gov)

SIFF agrees that electronic documents transmitted to the City of Seattle shall constitute original copies and warrants the signature on the transmitted copy as the sender's certifying authorized representative's original signature. ORIGINAL HARD COPY CERTIFICATION IS NOT REQUIRED AND SHALL NOT BE SENT BY MAIL.

## 9. COVENANTS REGARDING OPERATION OF SIFF'S BUSINESS

A. **No Nuisances or Objectionable Activity**: SIFF shall not (i) permit any noise in excess of the amount normally generated by its business, odor, dust, vibration or similar substance or condition that the Director reasonably determines to be excessive considering SIFF's use, to remain on or be emitted from the Premises; (ii) interfere with access to or from the Premises or any other part of the Seattle Center or with the traffic thereon, or with any Seattle Center facility, business, activity or utility on or off Seattle Center grounds; (iii) create any nuisance in or adjacent to the Premises; or (iv) do anything on the Premises that will create a danger to life or limb.



**B. Fire Extinguishers within Premises:** SIFF shall install and maintain, throughout the Term, 2A-10BC-class fire extinguishers or alternatives approved by the Fire Marshal, in prominent locations on the Premises, and shall instruct its employees regarding their appropriate use. Such fire extinguishers shall be recharged at least once a year and immediately following any use. City has the right to verify compliance with this requirement at any time and to modify this requirement as necessary to conform to current Seattle Fire Department recommendations or requirements and to Seattle Center policies and procedures.

**C. Fire Alarm System within Premises:** SIFF shall, at its sole expense, install and connect to the Northwest Rooms' Fire alarm panel located in the Orcas Room, fully addressable equipment and devices necessary to bring the Premises into compliance with current Seattle Fire Department regulations.

**D. Objectionable Merchandise or Material:** SIFF shall not display or offer for sale or rent, or allow to be displayed or offered for sale or rent, on the Premises, any merchandise or other material that the Director, in the exercise of such official's sole discretion, determines will create a danger to life or limb or that may create a substantial litter or other maintenance problem at Seattle Center. SIFF will not display materials visible from the exterior of the Premises that portray The City of Seattle or Seattle Center or any aspect thereof in an incorrect, misleading, or unfavorable manner; that depict or suggest in words, symbols, illustrations, or other forms, any act of violence, or any lewd, immoral or obscene activity.

**E. Cross-Promotional Activities:** SIFF and the City will work cooperatively to develop and implement cross-promotional strategies to use the parties' respective communications systems and promotional tools to promote each other's events and activities..

**F. Promotional Materials; Incorporation of Seattle Center Logo:** SIFF shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of SIFF that refers to the Premises, including advertisements, posters, programs, but not including tickets, notice that the Premises are located at the Seattle Center, and/or the Seattle Center logo.

**G. Linked Websites:** SIFF shall maintain a link between its website and the Seattle Center website.

**H. Sponsorship Approval:** If SIFF procures sponsorship from entities that are in the business of manufacturing, selling, or distributing tobacco, hard alcohol or firearms, SIFF shall not advertise these sponsors in a manner visible to the general public inside or outside the Premises,

except that such sponsor's name may be a written part of the official title of an event at the Premises, but SIFF agrees that no logo, product representation or product distribution is permitted at the Premises. Before concluding any sponsorship agreement with another party that includes naming rights for the Premises or pouring rights at the Premises, SIFF shall submit the same to the Director for approval, and if not approved, shall modify the agreement if the Director so requests, in an effort to secure such approval.

I. **Operational Impacts**: On or before February 1 of each year during the Term, the parties' representatives shall meet to review the operational impacts of SIFF's program on Seattle Center operations and activities. To the extent reasonably practicable, SIFF shall promptly implement reasonable modifications to its program that the Director requests and that are intended to mitigate demonstrable adverse effects that SIFF's program is having upon Seattle Center operations.

J. **Notification of Casualties or Accidents**: SIFF shall promptly notify City of casualties or accidents occurring in or about the Premises or the Northwest Rooms.

K. **Deliveries**: All deliveries shall be made to a delivery location or entrance designated by the Director. Deliveries shall be made before 10:00 a.m. or such other time as the Director may from time to time designate. If SIFF requires any special delivery arrangements, it shall request permission therefor from the Seattle Center Contracts Office. Special events such as festivals, including festival "move-in" and "move-out" periods, may impact, modify or limit delivery times.

L. **Security**: SIFF shall provide all security for SIFF's use of and activities on the Premises, at SIFF's sole cost and expense. For events with public attendance (whether ticketed or not), Seattle Center may require SIFF to engage, at SIFF's expense, qualified personnel to provide crowd management including, but not limited to, enforcement personnel inside the Premises and in any area where SIFF's event attendees are impeding or interfering with movement or access on or around the Seattle Center campus.

## 10. UTILITY SERVICES

A. **Utility Services Provided by City**: City shall make heating, ventilation and air conditioning, and sprinkler and fire alarm system monitoring and maintenance available for the Premises. City shall collect solid waste and solid waste recycling from the exterior of the Premises, and shall specify the location of all exterior waste receptacles, the means of access thereto, and the frequency of service.

SIFF shall pay for these services as follows:

1. HVAC. HVAC cost allocations for heating and cooling shall be based on the percentage of square footage that the Premises bear to the entire Northwest Rooms and North Tunnel, which the parties agree is 19% (9,556 sq. ft./49,847 sq. ft. = 19%). The foregoing shall be adjusted for any change that may occur in the square footage, corrections in the measurement of the square footage that both parties agree are valid, or changes in the use of the Premises or the Northwest Rooms.

2. Solid Waste; Recycling. SIFF shall pay \$115.00 per month for garbage and recycling collection. This amount shall be adjusted annually, on the first day of each year throughout the Term to reflect changes in the CPI in the manner described in Section 4.C.

3. Sprinkler; Fire Alarm System. SIFF shall pay its share of sprinkler and fire alarm monitoring for fire alarm and sprinkler systems serving the Premises and shall reimburse Seattle Center for the actual cost, including salaries and benefits, for regular maintenance and confidence testing of the systems serving the Premises. The parties shall agree upon the allocation of such costs.

**B. Utility Services Provided by SIFF:** SIFF shall install, secure, maintain and repair, at its sole expense, any utility services necessary to conduct its operations on the Premises and which are not presently provided by the Seattle Center. Whenever possible, SIFF shall cause all utilities it installs to be separately metered and cause all bills for the delivery of such services to be sent directly to SIFF. If separate metering is not possible, the parties shall agree upon a methodology for allocating such costs prior to installation. SIFF shall pay before delinquency all fees and charges for all utility services provided to the Premises, including but not limited to telephone and data services, as well as for any special utility requirements and equipment, and for the installation, change and relocation of points and means of service of all utility lines and systems. SIFF shall have the right to choose the provider for such utility services subject to the Director's approval, with the exception of telecommunications services, as stated in Section 10.D, below.

**C. Additional Utility Capacity:** SIFF shall pay all costs associated with augmenting any existing utility services (including the fire sprinkler system) necessary or desirable for SIFF's use and occupancy of the Premises, including relocating or modifying any utility systems serving the Northwest Rooms, generally.



If SIFF desires to install lights or equipment that would exceed the capacity or design of the Northwest Rooms' existing utility systems, SIFF shall obtain the Director's prior consent for such installation, which the Director may condition upon SIFF's agreement to pay all costs for upgrades, relocations, renovations or revisions to Northwest Rooms' systems as may be necessitated by such equipment or lights. The Director may deny the change if the equipment or lights requested will, in City's reasonable judgment, overburden the Northwest Rooms' structural or mechanical, HVAC, plumbing or electrical system(s), even if supplemented at SIFF's expense.

**D. Telecommunications:** SIFF shall utilize the Seattle Center campus telecommunications provider for telephone and data services.

**E. Interruption:** Unless caused by Seattle Center's gross negligence or willful misconduct, City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of utility services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services shall be deemed an eviction of SIFF nor relieve SIFF from any of SIFF's obligations hereunder nor give SIFF a right of action against City for damages; provided, however, any interruption or failure of services in excess of 48 hours that results from Seattle Center's gross negligence or willful misconduct shall entitle SIFF to an abatement of rent for the duration of such interruption or failure. City has no obligation to provide emergency or backup power to the Premises. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be SIFF's sole responsibility.

## **11. PARKING**

As of the Commencement Date, the Seattle Center has "Cooperative Parking Status" under Title 23 of the Seattle Municipal Code. 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 SIFF's staff, suppliers or customers). All available Seattle Center parking shall be available on a first-come, first-served basis. City will provide SIFF with five (5) Seattle Center parking passes and will invoice SIFF therefor at the current monthly rate; however, possession of a parking pass does not guarantee a parking space will be available on any given day.

## **12. SIGNAGE, ADVERTISING & PUBLICITY**

**A. Prohibited Promotion & Other Material:** SIFF agrees not to



display, post or distribute any material (including posters) on any part of the Seattle Center, excluding the interior of the Premises that are not visible from the exterior and excluding exterior signs as described in Section 12.B below, except after receiving the Director's written approval therefor, which approval may be given, conditioned or withheld in the Director's reasonable discretion. On or before the expiration or termination 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, SIFF shall remove, at no expense to City, all materials it has so posted and correct any unsightly condition and repair any damage or injury to City property caused by such material and its removal. If any unauthorized material is not removed from City property by the date required, such material may be treated as SIFF property subject to removal and storage pursuant to Section 23 hereof.

**B. Signs:** SIFF may install signs on the exterior of the Premises identifying the building by name, its status as the site of "SIFF Group" and containing other information related to SIFF including, without limitation, program information, fundraising information and special SIFF announcements. The design, installation and location (but not the contents) of said signs shall be subject to the Director's prior written approval. If the Premises contain a library, lecture hall, and/or screening room that are available to the public, SIFF may also install exterior signage indicating the location, subject to such signage's approval by the Director. It is City's expectation that SIFF will install all approved permanent signage in a timely manner. Any temporary signage, if the Director approves such, may not be in place more than six (6) months, total. All signs and display materials that SIFF is authorized to post or display shall comply with applicable laws and regulations.

### **13. MAINTENANCE, CLEANING & REPAIR**

**A. City Responsibilities:** City shall maintain the Building, the portions of the Premises described below and the Common Areas in good order and to a standard typical for Seattle Center facilities. Except for damages to the Premises caused by SIFF or its officers, contractors, agents, patrons, invitees, volunteers, licensees or employees, which SIFF shall repair at its sole expense, City shall, at City expense, repair and maintain the following portions of the Premises:

1. **Roof and exterior walls:** The roof, exterior windows and exterior walls of the Premises other than doors and locks; provided, however, SIFF shall be responsible for exterior window washing, as described in Section 13.B.1.

2. Potable water, Wastewater and Sewer Pipes: Those portions of the potable water, wastewater and sewer pipes connected to the Premises, beginning five (5) feet from the exterior of the Premises.
3. HVAC system: Subject to the provisions of Section 4.D.1 hereof, the HVAC system and all component parts.
4. Sprinkler and Fire Alarm System: Subject to the provision of Section 4.D.3 hereof, the Sprinkler and Fire Alarm systems in the Premises and connected to the City systems.

In undertaking such maintenance, City shall make a good faith effort to not interfere with SIFF's business on the Premises. SIFF waives all claims for damages, including for any loss of business, resulting from City maintenance, cleaning and repair work except to the extent of City gross negligence or willful misconduct. There shall be no abatement or reduction of rent arising because of City's making of any repairs, alterations, or improvements except to the extent caused by the City's gross negligence or willful misconduct, or failure to make repairs, alterations, or improvements as required by this Section.

**B. SIFF's Responsibilities:** SIFF, at its sole expense, shall at all times keep the remainder of the Premises, including all of SIFF's improvements, alterations, and additions thereto, and SIFF's personal property, in good repair and in a serviceable and sanitary condition, reasonable wear and tear and damage by fire or other casualty not caused or contributed to by SIFF, excepted. In carrying out SIFF's responsibilities under this Section, SIFF, among other things, shall:

1. Regularly clean the exterior and interior glass in the Premises' windows and doors and replace any interior glass immediately if it should crack or break.
2. Maintain and repair all wastewater and sewer pipes within the Premises and up to five (5) feet from the exterior of the Premises.
3. Have all plumbing and plumbing fixtures inspected at least once every calendar year and cause all damage associated with any plumbing fixture, plumbing, or pipe to be repaired, all by professionals licensed to perform such functions. If SIFF fails to satisfy this repair obligation within four (4) hours after the Director notifies SIFF of any such damage, City may undertake such repair at SIFF's expense.
4. Maintain and repair the electrical system, including the main distribution service panel and all sub-panels serving the Premises,



including conduits, wires, fixtures and lamps, exterior and interior doors and locks, interior finishes and accessories, the potable water system and wastewater system inside the Premises and up to five (5) feet from the exterior of the Premises, restroom stalls, and restroom dispensers. Only a licensed electrician shall perform work on the Premises' electrical systems.

If SIFF fails to timely fulfill any of its obligations specified in this Section, City may (but shall have no obligation to) undertake such work, and City shall have the right to enter the Premises for such purposes. If City undertakes any such work SIFF, SIFF shall, promptly upon receipt of a written statement, pay City the actual expenses City incurred in undertaking such work (including but not limited to Seattle Center labor and project management) plus an administrative charge of \$250.00.

If requested by SIFF, the City may maintain, clean and repair the Premises to the ordinary standards provided to other tenants, or as otherwise agreed upon by the parties. If the City performs these services, SIFF shall reimburse the City for the cost of these services plus an administrative fee to be negotiated by the parties or for a negotiated set fee. If SIFF requests City to perform such maintenance, cleaning or repair, SIFF shall be deemed to have waived all claims for damages resulting from City maintenance, cleaning and repair work except to the extent of the City's gross negligence or willful misconduct.

**C. Recycling of Waste Materials:** SIFF, at no cost to City, shall collect, sort and separate into such categories as may be legally required or required by Seattle Center rule, regulation or policy, 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 provided by Seattle Center for the purpose and removed by Seattle Center to the campus waste reduction facility for removal. City reserves the right to refuse to collect or accept from SIFF any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require SIFF to arrange for the collection of the same at SIFF's sole cost and expense using a contractor satisfactory to City. SIFF shall pay all costs, fines, penalties, and damages that may be imposed on City or SIFF as a consequence of SIFF's failure to comply with the provisions of this subsection.

**D. Public Health and Safety:** If it is necessary, to protect the public health and safety or to make repairs, alterations, additions or improvements in order for the Premises or any portion of the Northwest

Rooms to remain in operation, City may erect barricades and scaffolding in and outside of the Premises, may enter the Premises and may otherwise interfere with the conduct of SIFF's business and operations where such action is reasonably required by the nature of City's work. If any such work necessitates the temporary cessation of SIFF's business or operations in, on or from the Premises, the Director shall notify SIFF of such necessity and the anticipated beginning and ending dates of such cessation. Rent shall be prorated during each month City requires SIFF's business operations to cease pursuant to this section and SIFF shall pay such prorated Rent during the cessation. The proration of Rent shall be the only relief available to SIFF, and SIFF waives all claims for damages and for any injury to or interference with its operations or business and losses occasioned by any such cessation. City agrees, when exercising the rights hereunder, to take every reasonable step to keep interruptions in SIFF's operations to a minimum including performing such work during SIFF's non-business hours when possible.

**E. Inspection for Maintenance Purposes:** The Director shall inspect the Premises at least once each year, at City expense, and shall provide a written report to SIFF containing findings and recommendations regarding necessary or advisable maintenance and repair. Within such time periods as the Director may reasonably specify, SIFF and City shall each perform such recommended repair and maintenance work as is their respective responsibilities under this Lease. The Director's inspection shall not relieve SIFF of any responsibility to inspect the Premises and perform such repair and maintenance work as it is otherwise obligated to perform under this Lease.

**14. CITY ACCESS TO, AND INSPECTION, REPAIR AND IMPROVEMENT OF PREMISES AND OTHER PROPERTY**

**A. Access to Premises:** In addition to City's right of access under Section 13.D, SIFF shall provide City and its agents with access to the Premises at all reasonable times to inspect the same and to make any inspection, repair or improvement the Director deems necessary, but this right of access shall not impose on City any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein. City shall provide SIFF with reasonable notice of such inspection, repair or improvement. City shall be responsible for any costs borne by SIFF arising from such inspection, repair or improvement and any damages caused by City during such inspection repair or improvement to the extent caused by City's gross negligence or willful misconduct.

**B. Access to Electrical and Mechanical Rooms:** The City reserves for itself, and SIFF shall ensure that it has, unrestricted access to and use



of the City Electrical and Mechanical Rooms adjacent the Premises at all times throughout the Term.

**CC. City's Use of Key to Premises:** SIFF shall provide the Director with keys with which to unlock all of the doors in, upon, and about the Premises, excluding SIFF's vaults, safes, files and equipment. In cases of emergency, City may use any and all means that the Director deems proper to open said doors in order to gain entry into the Premises, without liability to SIFF. The City's entry into the Premises pursuant to this Section 13 shall not be construed or deemed to be an eviction of SIFF or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof.

**D. Northwest Rooms:** City shall at all times have exclusive control and management of the Northwest Rooms, except for the Premises, and no diminution of the Northwest Rooms shall be deemed a constructive or actual eviction or entitle SIFF to compensation or a reduction or abatement of Rent. City, in its discretion, may increase, decrease or change the number, locations and dimensions of the Northwest Rooms. City reserves the right from time to time to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to the Premises or to other parts of the Northwest Rooms in areas above the ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Northwest Rooms.

## **15. COMPLIANCE WITH LAW**

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

**B. Licenses, & Other Authorizations:** SIFF shall obtain and maintain all required licenses, permits, and similar legal authorizations pertaining to the conduct of its business on the Premises, and comply with all requirements thereof.

**C. Taxes:** SIFF 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 SIFF's interest in this Lease and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A; and if the State of Washington makes any demand upon City for payment of leasehold excise taxes resulting from SIFF's occupancy of the Premises or withholds funds due to City to enforce collections of leasehold excise taxes, SIFF shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to City, contest such collection action and indemnify City for all sums expended by, or withheld by the State of Washington from City in connection with such taxation. If SIFF is exempt from any tax, a document from the taxing authority demonstrating SIFF's exemption must be provided to the Seattle Center Fiscal Services Department.

**D. Nondiscrimination:** SIFF 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 but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

## **16. ENVIRONMENTAL STANDARDS**

SIFF shall not, without City's prior written consent, keep on or about the Premises or the Northwest Rooms any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office and janitorial supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, SIFF shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City's request therefore, provide evidence satisfactory to City of SIFF's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. SIFF shall provide the Director with SIFF'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 SIFF receives from, or provides to, any governmental unit or agency concerning



SIFF's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on or about the Premises.

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

Any and all costs and expenses City incurs in connection with City's inspections of the Premises and City's monitoring of SIFF's compliance with this Section 15, including City's attorneys' fees and costs, shall be additional rent and shall be due and payable to City within ten (10) days after City's demand therefor. SIFF shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to SIFF's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. In addition to all other indemnity provisions of this Lease, SIFF shall indemnify, defend, and hold City harmless from any and all costs, fees, penalties, charges and expenses, claims, suits, and liabilities assessed against, or imposed upon City, 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) as a result of SIFF's use, storage, disposal, transportation, generation and/or sale of Hazardous Substances. This indemnity shall survive termination or expiration of this Lease.

#### **17. CITY'S CONTROL OF BUILDINGS, GROUNDS & ACTIVITIES**

Notwithstanding any other provision of this Lease and without limiting the City's general authority over the Seattle Center and other municipal properties, City may, without liability of any kind:

- A. Physical Appearance:** Increase, reduce or change, in any manner and to any extent whatsoever, the number, appearance, dimensions, and location of any and every Seattle Center walkway, landscaping element, parking, service area, and building.



- B. Traffic & Parking Regulation:** Regulate all traffic within and adjacent to the Seattle Center; and restrict or prohibit SIFF or any of its officers, employees, agents, suppliers, and invitees from parking motor vehicles on City property.
- C. Admission Charges:** Impose a reasonable charge for admission to the Seattle Center and any of the facilities therein, including parking facilities; provided that SIFF shall solely determine any admission charge to the Premises, except during dates outlined under Section 4.F above.
- D. Events:** Erect, display and remove promotional exhibits and materials and permit special events on the Seattle Center grounds and in or at any building and facility thereof.
- E. Rules & Regulations:** Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center.
- F. Hours of Operation:** Determine the days and hours that the Seattle Center and the various business operations therein will be open to the public, provided however, that if such change makes SIFF's use either illegal or commercially impractical, then this Lease shall be terminable by SIFF at SIFF's sole option.
- G. Other Businesses & Operations:** Change the size, number, type and identity of other businesses and operations being conducted or undertaken at Seattle Center, and authorize other others, directly or indirectly, to sell food, beverages, merchandise and services at Seattle Center, including any that may be identical or similar to that which SIFF offers. SIFF acknowledges and agrees that no representations have been made regarding, and this Lease is not predicated on, continued operation of the existing Seattle Center monorail.
- H. Interference:** Interfere with light, air or view, or SIFF's operations or use and occupancy of the Premises, either in connection with or as a result of operations by or for City in the construction of any public work or its subsequent use and occupancy, or the repair and maintenance of any City facility or improvement. City will make a good faith effort, however, to minimize such interference to the extent it is reasonably economical for City to do so.

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

- A. Director's Prior Written Consent Required:** SIFF shall not assign, mortgage, or otherwise transfer or encumber this Lease nor sublet the whole or any part of the Premises without the Director's prior written

consent, which may be withheld or conditioned in the Director's sole discretion, except as provided in Section 18.C, below. Consent to any particular assignment, subletting, or transfer shall not waive the need for consent to any subsequent assignment, subletting or transfer.

Notwithstanding the foregoing, nothing herein shall prohibit SIFF from licensing part or all of the Premises to other film organizations for short-term events consistent with the permitted Use, but such licensing shall not relieve SIFF of its obligations as described herein.

**B. Transferee's Obligations; Documentation:** If the Director approves an assignment, transfer or sublease, other than a short-term event license as described above, the assignee, transferee or sublessee shall assume, in writing, all of SIFF's obligations under the Lease with respect to the portion of the Premises involved, and such assignee, transferee or sublessee must agree, in writing, to be jointly and severally liable for the performance of all of SIFF's obligations under this Lease.

Every proposed sublease, assignment, or other interest-transferring agreement shall be submitted to the Director for review and approval or disapproval before execution by the proposed subtenant, assignee, or other transferee, and not less than fourteen (14) calendar days before the commencement date of the proposed subtenant's, assignee's, or transferee's intended use of any portion of the Premises or the assumption of any right or interest in any portion of the Premises or this Lease.

**C. Change of SIFF's Organizational Structure Constitutes Assignment:** Any change in the non-profit nature or organizational structure of SIFF shall be deemed an assignment and shall be subject to the Director's reasonable approval.

**D. SIFF's Authorization to Use Premises Constitutes Assignment or Sublease:** If SIFF permits anyone to occupy all or any portion of the Premises for any purpose not within the intent of this Lease or any approved sublease, such permission shall be deemed an unauthorized assignment or sublease and shall constitute a material breach of Lease.

## **19. EXCUSE & SUSPENSION OF OBLIGATIONS (FORCE MAJEURE)**

If a party's performance under this Lease is prevented by an unforeseeable 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, then performance of such affected obligation shall be suspended (excluding, however, any monetary obligations, which shall continue to be due and payable), 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 suspension.

## 20. DAMAGE OR DESTRUCTION

**A. Report of Damage or Destruction:** SIFF 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 or any of SIFF's improvements thereto that is not readily knowable by the Director or the Seattle Center staff, within twenty four (24) hours after its discovery.

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

If the Premises or Building are damaged or destroyed by fire or other casualty and any of the following circumstances apply, then this Lease may be terminated as provided below. In the event of such termination, SIFF shall promptly pay City the full amount of any insurance proceeds to which it is entitled on account of damage or destruction to SIFF's tenant improvements.

1. Either party may terminate the Lease if fifty percent (50%) or more of the Premises are damaged or destroyed.
2. City may terminate the Lease if City desires to discontinue SIFF's operations because of substantial destruction of the Building or other part of Seattle Center, regardless of whether the Premises are destroyed or damaged.
3. SIFF may terminate the Lease if reasonably determines that the total insurance proceeds payable to SIFF, together with the amount of any applicable deductible, are insufficient to enable the Premises to be rebuilt, repaired and restored after their damage or destruction to a condition suitable to continue the permitted Use hereunder.

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.

**C. Rebuilding, Repair & Restoration.** If this Lease is not terminated following an event of damage or destruction, then SIFF or City, at City's election, shall promptly repair or restore the Premises as nearly as possible to their condition immediately before the damage or destruction, using all available insurance proceeds together with any insurance proceeds payable to City that City in its sole discretion agrees to apply to the Premises. Upon completion of the repairs or restoration, SIFF shall



immediately re-occupy the whole of the Premises, the Rent abatement or reduction provided pursuant to this Section 20.D, if any, shall be discontinued and the full Rent shall again be due and payable. City shall not be liable to SIFF for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair to or restoration of any portion of the Premises or the Building in which the Premises are located.

**D. Rent Obligation in Event of Damage or Destruction:** If the Premises are destroyed or damaged by fire or other casualty not caused by an act or omission of SIFF or any of its officers, employees, contractors, agents, invitees, or guests, and such destruction or damage is so extensive as to render the Premises unusable (either because of the need to rebuild or to clean and refurbish the same) and SIFF has given City timely notice of such destruction or damage, SIFF's obligation to pay Rent shall be abated until the date that the Premises are usable or should have been made usable had SIFF diligently prosecuted such repair, rebuilding, and restoration work. The Director shall reasonably determine whether the Premises are unusable and the duration of any such Rent abatement and shall notify SIFF of the determination, in writing. If only a portion of the Premises are damaged or destroyed by fire or other casualty as stated above, SIFF's Rent shall be reduced in proportion to the extent of the Premises rendered unusable for the permitted Use, as reasonably determined by the Director, who shall notify SIFF of the extent and duration of the reduction, in writing.

## **21. DEFAULT & BREACH**

**A. Definition:** If SIFF fails to keep or perform any covenant, term or condition of this Lease beyond any applicable cure period, or if SIFF files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for SIFF's assets or if SIFF makes an assignment for the benefit of creditors, or if SIFF is adjudicated insolvent, SIFF shall be in default of this Lease ("Default").

**B. City's Notice of Default & Breach:** If SIFF is in Default, City shall provide written notice to SIFF, specifying the nature of the Default and City's intention to terminate this Lease if the Default is not corrected within thirty (30) days; provided, however, that if the nature of SIFF's obligation is such that more than notice period is required for performance, then SIFF shall not be in default if SIFF commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

**C. Remedies:** If SIFF fails to timely cure any Default City may (a) terminate this Lease without any further proceedings and (b) re-enter the



Premises and lease and license others to use the Premises during any portion of the period of use remaining under this Lease had it not been terminated, and receive compensation therefor. Such re-entry shall not extinguish SIFF's liability for the Rent and any other sums due City under the Lease; provided, that SIFF shall only be required to pay to City the difference between what City would have received under the Lease had the re-entry not occurred and the rent City is able to recover in mitigation. City shall take reasonable steps to mitigate any damages due to SIFF's termination, as further described in Section 21.E, below. SIFF's payments due hereunder, if any, shall be made monthly, within thirty (30) days after the date of City's invoice to SIFF and shall be subject to the late fees and interest provided for in Section 5 of this Lease. SIFF shall also be liable for and shall reimburse City for any other amount City incurs as a result of SIFF's Default including, but not limited to, any costs or expenses City incurs in retaking possession of the Premises, maintaining or preserving the Premises after such Default, preparing the Premises for reletting to a new tenant (including repairs or alterations to the Premises for such reletting), leasing commissions, and any other costs necessary or appropriate to relet the Premises. If City re-enters the Premises, City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at SIFF's expense and risk. SIFF's obligations under this Section shall survive the termination of this Lease.

**D. Adequate Security:** If a petition is filed by or against SIFF under any provision of the Bankruptcy Code or successor act, City reserves the right to require SIFF to post a cash bond with City equal to six (6) months' Rent plus such additional sums as to provide City with adequate security for SIFF's performance of its obligations under this Lease.

**E. Criteria for Substitute Tenant:** City's obligation to mitigate damages after a Default that results in City's regaining possession of all or part of the Premises shall be satisfied, in full, if City undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

City shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until 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 SIFF.

City shall not be obligated to offer the Premises to any prospective tenant when other Premises on the Seattle Center suitable for that prospective tenant's use are currently available, or will be available within three months from the date of Default.

City shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the lower of (1) the Rent SIFF was paying, or (2) the current fair market rental then prevailing for comparable facilities in the same market area as the Seattle Center.

City shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to City under City's then-current leasing policies for comparable space at the Seattle Center.

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. 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:

1. SIFF pays any such sum to City in advance of 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 City may be entitled to as a result of SIFF's default under this Lease); or
2. 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.

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

1. disrupt the tenant mix or balance of the Seattle Center;
2. violate any restriction, covenant, or requirements contained in the lease of another tenant of the Seattle Center;
3. adversely affect the reputation of the Seattle Center; or
4. be incompatible with the operation of the Seattle Center as a first-class event and cultural community-gathering center.

**F. Default by City:** City shall not be in default of any obligation under this Lease unless City fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after written notice by SIFF to the Director specifying the particular obligation that City has failed to perform. However, if the nature of City's obligation is such that more than thirty (30) days are required for performance, then City shall not be in default if City commences performance within such thirty



(30) day period and thereafter diligently prosecutes the same to completion.

## 22. 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 remedy available at law. The use of one remedy shall not be taken to exclude or waive the right to use another.

## 23. SURRENDER OF PREMISES

**A. Surrender & Delivery:** Upon the expiration or termination of this Lease, whichever is earlier, SIFF shall surrender the Premises in a broom-clean condition, reasonable wear and tear excepted. SIFF shall promptly deliver to the Director all keys SIFF and any of its officers, agents and employees have to the Premises or any other part of the Seattle Center. Immediately after vacating the Premises and their surrender to City, a representative of SIFF and City shall jointly inspect the Premises to determine their condition. The Director shall summarize the results of such inspection on a "Premises Inspection Report," a copy of which shall be provided to SIFF. If the Director determines that SIFF has failed to surrender the Premises in a broom-clean condition, the Director may have the Premises cleaned at SIFF's expense, including administrative costs.

**B. Removal of SIFF's Property:** Before the expiration of this Lease, or if this Lease is terminated, then within fifteen (15) days after the termination date, SIFF shall remove, at its sole expense, all trade equipment and personal property owned or installed by SIFF in or on the Premises, unless the Director agrees, in writing, that any items may stay. In removing its property, SIFF shall take care to not injure or damage the Premises and shall repair the Premises as necessary to restore them to their condition as of the commencement date of this Lease, ordinary wear and tear and approved improvements, additions, and alterations excepted.

**C. Storage of SIFF's Property:** If SIFF fails to remove its trade equipment and personal property as required, City may, but shall not be required to remove such material from the Premises and store the same, all at SIFF's risk and expense. If City removes or arranges for the storage of such material, SIFF shall reimburse City for all costs related to the removal, including any restoration and administrative costs.

**D. No Claim for Removal:** SIFF shall not make any claim or demand upon City nor shall City be liable for any inconvenience, annoyance,



disturbance, or loss of business or any other damage suffered by SIFF arising out of removal operations under this Section.

#### **24. NOTICES**

All notices from either party to the other required hereunder shall be in writing and delivered or mailed, postage prepaid, to the intended recipient at the address specified on the signature page of this Lease, or to such other address as may be specified from time to time by either party, by notice to the other party.

#### **25. NO RELATIONSHIP ESTABLISHED**

City is not a partner, associate, or joint venturer of SIFF, or any party associated with SIFF. SIFF is not an agent of City for any purpose whatsoever. SIFF shall not create any obligation or responsibility on behalf of City or bind City in any manner.

#### **26. AUTHORITY OF DIRECTOR**

No action of the Director pursuant to or in implementation of this Lease shall constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation before SIFF may rightfully commence, suspend, enlarge, or terminate any particular undertaking or exercise any particular right or privilege under this Lease. Except as specifically provided to the contrary in any other Section of 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 the authorized representative of each of the parties hereto.

#### **28. NO WAIVER**

Nothing other than a written document signed personally by the Director or such official's designee and specifically declaring a City intent to waive a particular breach or Default by SIFF shall constitute a waiver of such breach or Default. No such document shall waive SIFF'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 any Rent, other sums due, 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.

## **29. USE OF LANGUAGE**

Terms used in the masculine gender herein include the feminine, and vice versa; and terms used in the singular or plural include the other, as the context may require.

## **30. CAPTIONS**

The titles of Sections or other parts of this Lease are for convenience only and do not define or limit the contents.

## **31. 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.

## **32. BINDING EFFECT**

The provision, covenants, and conditions contained in this Lease apply to bind the parties, their legal heirs, representatives, successors, and assigns.

## **33. NO BROKER**

SIFF represents and warrants that there is no claim for any brokerage commission or finder's fee in connection with the execution of this Lease.

## **34. INSTALLATION OR INTEGRATION OF VISUAL ART WORKS PROHIBITED WITHOUT DIRECTOR'S CONSENT**

**A. Approval:** 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. SIFF 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 Director's consent to an



installation 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 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 because of such removal is undeniable; or
2. If SIFF delivers to City a waiver appropriately executed by the art work creator, for the benefit of 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 City and the requirements of 17 U.S.C. §106A(e), as the same now exists or is hereafter modified; or
3. If City 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 City.

**B. Notice:** If the creator of any work of visual art installed in the Premises by or for SIFF has not executed a waiver, or such creator and City have not executed a consent agreement, each as described herein, SIFF shall ensure that, before 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 SIFF 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 SIFF or any of its officers, employees, or agents, is filed or lodged against City in its capacity as the Premises owner.

**C. SIFF's Indemnification of City Against Liability under Visual Artists Rights Act of 1990:** In addition to all other indemnity provisions of this Lease, SIFF shall protect, defend, and hold 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 because of its removal; or (c) any breach of this section; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by SIFF or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by 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.

### **35. ACKNOWLEDGEMENT OF NEGOTIATED LEASE; APPLICABLE LAW**

The parties to this Lease acknowledge that it is a negotiated lease, that they have had the opportunity to have the 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. This Lease shall be governed by, and construed under the laws of the State of Washington. The venue of any action brought to enforce the terms of this Lease shall be King County Superior Court.

### **36. EMINENT DOMAIN**

**A. Total Taking:** If there is a Total Taking, this Lease shall terminate as of the date of the taking of physical possession of the Premises. A "Total Taking" shall be defined as when (i) the entire Premises are taken or appropriated under the power of eminent domain (other than by City of Seattle), or (ii) when less than the entire Premises are taken or appropriated under the power of eminent domain (other than by City of Seattle), but where SIFF's use of the Premises is materially interfered with. Upon the date of such taking or transfer, the Term of this Lease shall expire as fully and completely as if such date were the date hereinabove set forth for the end of the Term of this Lease and SIFF shall thereupon vacate the Premises, without prejudice to any rights and remedies accrued to City under this Lease before such termination and any Rent paid or payable by SIFF shall be adjusted as of the date of such termination.

**B. Partial Taking:** If there is a "Partial Taking," defined as a taking or appropriation under the power of eminent domain (other than by City of Seattle) other than a Total Taking, then the Lease shall continue in full force and effect; provided, however, that City shall proceed as promptly as is practicable to restore the Premises to an architectural unit as nearly comparable as is reasonable to the unit existing just before such taking or transfer to the extent that such restoration can be accomplished with the



available condemnation proceeds, and the Rent shall be abated in the ratio which the part of the floor area of the Premises so taken or transferred, if any, bears to the entire floor area of Premises immediately before such taking or transfer.

**C. Condemnation Award:** The entire award for the taking under any right of condemnation or eminent domain or any transfer in lieu thereof shall belong to City, and SIFF shall not be entitled to any part thereof or entitled to recover damages for the loss of its leasehold estate or other interest in the Premises and hereby assigns to City, subject to the following sentence, all of its right, title and interest in and to any such award. SIFF shall have the right, however, to independently claim and recover from the condemning authority compensation for any loss to which SIFF may be put for SIFF's relocation assistance, moving expenses or taking of SIFF's personal property (not including SIFF's leasehold interest); provided, that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not out of or as part of the damages recoverable by City.

### **37. ENTIRE AGREEMENT.**

This instrument, including the exhibits and attachments hereto, and the Construction Agreement referred to in Section 36.B, constitute the entire agreement between City and SIFF relative to the Premises. City and SIFF agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are superseded by this Lease.

### **38. EXHIBITS**

The following exhibits are made a part of this Lease:

- Exhibit A: SIFF Mission Statement
- Exhibit B: Premises Floor Plan
- Exhibit C: Seattle Center Vision Statement
- Exhibit D: Seattle Center Rules and Regulations
- Exhibit E: Outline of Authorized Tenant Improvements



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below:

SIFF:

CITY:

THE SIFF GROUP

CITY OF SEATTLE

By

By

\_\_\_\_\_  
Deborah Person, Executive Director  
The SIFF Group

\_\_\_\_\_  
Robert Nellams, Director  
Seattle Center Department

**BUSINESS ADDRESSES FOR NOTICES**

SIFF:

CITY OF SEATTLE:

Attn: Executive Director  
The SIFF Group  
305 Harrison Avenue  
Seattle, WA 98109

Manager, Contracts & Concessions  
Seattle Center Department  
305 Harrison, Room 322  
Seattle, WA 98109

PHONE NO.: (206) \_\_\_\_\_

PHONE NO.: (206) 684-7114





STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before  
me, a Notary Public in and for the State of

\_\_\_\_\_, duly commissioned and sworn, personally  
appeared Robert Nellams, to me known to be the Seattle Center Director for THE  
CITY OF SEATTLE, the entity that executed the foregoing Lease as lessor; and  
acknowledged to me that he/she signed the same as the City's free and  
voluntary act and deed, for the uses and purposes therein mentioned, and on  
oath stated that he/she was authorized to execute said instrument for the City.

I certify that I know or have satisfactory evidence that the person appearing  
before me and making this acknowledgement is the person whose true signature  
appears on this document.

WITNESS MY HAND AND OFFICIAL SEAL the day and year in this certificate  
above written.

\_\_\_\_\_  
Signature

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

NOTARY PUBLIC in and for the State of Washington,

Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_



# Exhibit A

to the  
Lease between the City of Seattle and SIFF Group

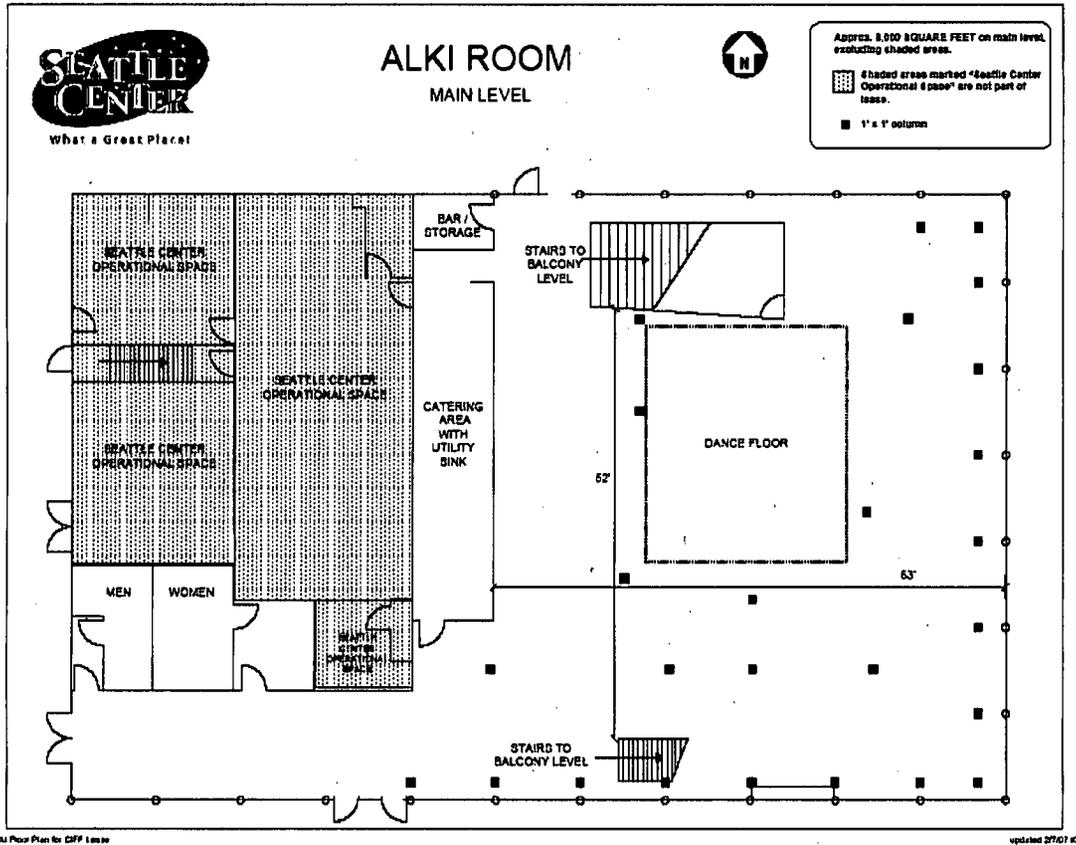
## **SIFF Mission Statement:**

*SIFF creates experiences that bring people together to discover extraordinary films from around the world. It is through the art of cinema that we foster a community that is more informed, aware, and alive.*



# Exhibit B (2 pages)

To the Lease between City of Seattle and SIFF Group



Alki Floor Plan for SIFF Lease

updated 2/7/07 KB

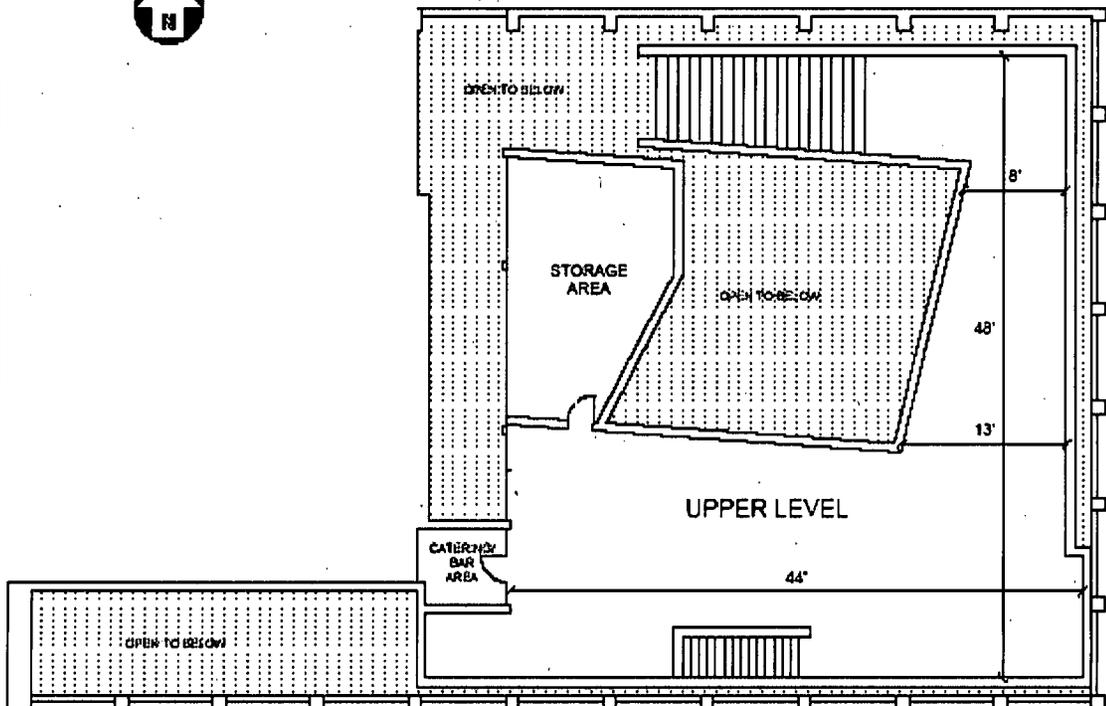




What a Great Place!

# ALKI ROOM

UPPER LEVEL



Alki Room upper level for SIFF lease

UPDATED 2/26/07 NS



## EXHIBIT C

To the Lease between City of Seattle and SIFF Group



**What a Great Place!**

### SEATTLE CENTER VISION STATEMENT

We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals, community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community.

## **SEATTLE CENTER CAMPUS RULES**

### **Seattle Center Vision Statement**

We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals, community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community.

### **A: General Provisions**

Seattle Center is a department of the City of Seattle. It is a beautiful 74-acre landscaped campus that includes theaters, arenas, museums, and other public facilities. Its roots reach back more than 100 years as a site of Native American celebrations. Seattle Center is a reflection of the Northwest itself: the cultural diversity; the commitment to the arts, to the environment, and to education; and the love of sports and quality entertainment. With over 10 million visitors a year, it is the fourth largest visitor destination in the United States.

### **B: Purpose**

These rules are intended to help provide for the safe enjoyment of all that Seattle Center has to offer. Prohibited and inappropriate behavior on the Seattle Center Campus diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities and peaceful repose that the Seattle Center campus provides in the center of an urban setting.

All persons on the Seattle Center campus shall be governed by these rules and regulations and by order and instructions of the Seattle Center Director relative to the use or occupation of any part of the Seattle Center grounds or buildings and shall comply with written or oral instructions issued by the Director, Seattle Center employees, Seattle Center authorized agents, or Seattle Police to enforce these regulations.

## C: Definitions

Unless clearly inconsistent with the context in which used, the following definitions apply:

1. **"Adequate leash"** means a leash of six (6) feet in length or shorter.
2. **"Buildings"** means all enclosed or sheltered areas on the campus, including inside buildings, under covered walkways and under building overhangs.
3. **"Camp"** means to erect a tent or other shelter, or to use sleeping equipment, such as sleeping bags, blankets, cardboard, tarps or similar coverings for the purpose of sleeping.
4. **"Campus"** means all grounds and all buildings, including gardens, lawns, open spaces, fountains, streets, roads, pathways, parking lots, garages, plazas, and sculptures that comprise the areas under the control of Director of Seattle Center, as shown on Exhibit 'A' attached.
5. **"Captive Audience"** means any person or group of persons: 1) waiting in line to obtain tickets or food or other goods or services, or to attend any Seattle Center event; 2) attending or being in an audience at any Seattle Center event; or 3) seated in any seating location where foods or beverages are consumed.
6. **"Commercial Activity"** means any business activity, profession, trade or occupation requiring a City of Seattle Business License; any activity that is taxable under the City of Seattle's Business and Occupation tax; any activity engaged in with the object of financial gain, benefit or advantage, directly or indirectly, or any activity, including commercial speech, that proposes or offers an exchange of valuable consideration for goods or services at the time of the proposal or in the future, for consummation on or off campus. Commercial Activities include but are not limited to vending, food concessions, advertising, promotion, filming, exhibits, commercial photography, placement of telecommunication relay devices or fiber optic devices, airspace use, sub soil rights, and giving away products such as, but not limited to, food, gum, and medicines.
7. **"Commercial Speech"** means any speech relating to commercial activities.
8. **"Director"** means the Seattle Center Director or his or her designee.



9. **"Exclusion Notice"** means that the recipient is no longer invited, licensed, permitted or otherwise privileged to remain on the premises of the campus from which he or she was ordered to leave. The Exclusion Notice shall be in writing and shall contain the date of issuance. The Exclusion Notice shall specify the length and places of exclusion. The issuing individual shall sign it. Warning of the consequences for failure to comply shall be prominently displayed on the notice.
10. **"Grounds"** means all outdoor areas of the campus.
11. **"License"** means a negotiated written agreement with Seattle Center, which authorizes a person or entity to engage in a specific use, or activity on a portion or all of the Seattle Center campus.
12. **"Political Speech"** means verbal or written communication intended to convey a non-commercial political, religious, and philosophical or other similar message to the public, and includes distributing literature, seeking petition signatures, picketing, demonstrating, or carrying signs.
13. **"Seattle Center Campus Rules"** means these rules or other rules so entitled and promulgated by the Director.
14. **"Speech Activities"** includes both political speech and commercial speech. Speech activities does not include activity conducted by City employees or licensed concessionaires.
15. **"Street Performer"** means a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event sponsored by the Seattle Center or by a Seattle Center licensee.
16. **"Street Performer Permit"** means a written authorization issued by Seattle Center pursuant to these or other applicable rules to an individual to engage, consistent with these rules and with all applicable laws, in street performances at designated locations on the Seattle Center campus.
17. **"Violation"** means an act or omission or combination thereof that is contrary to any campus rule or any civil or criminal provision of the Revised Code of Washington, the Seattle Municipal Code, or other applicable law.



18. **"Weapon"** means any firearm or any instrument designed or intended to propel a missile of any kind, or any knife having a blade of three inches or more, or any straight-edge razor, spring stick, metal knuckles, blackjack, bat, club or other bludgeon-type instrument, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, such as nun chahkas, nunchakus or shurikens, or chains, or whips, or stars, or darts, or stun gun, or taser, or any disc having at least two points or pointed blades which is designed to be thrown or propelled.
19. **"Weapon violation"** means possession or use of a weapon in violation of Chapter 9.41 of the Revised Code of Washington, Chapter 12A.14 of the Seattle Municipal Code or other applicable statute or ordinance.

#### **D: Director's Authority – Rulemaking – Enforcement**

The Director shall have the power to enforce these rules. The Director may, in accordance with SMC 17.04.040 of the Administrative Code, adopt, amend and rescind rules in order to manage and control the campus.

#### **E: Licenses**

The following activities require a license. Engaging in any activity requiring a license without a valid license is a violation of these rules. Licenses shall not be required for participants in Seattle Center produced or financially sponsored programs, or for activities conducted under a lease or other contract with Seattle Center.

1. Conducting any Commercial Activity on the grounds or in any buildings.
2. Other activities that constitute an exercise of dominion or control over a portion of the Seattle Center campus, thereby limiting the general public's ability to use that area of the campus.
3. Use of the Seattle Center name or logo or any of the Seattle Center's images, exclusive representations, copyrighted or proprietary material, for commercial purposes.



4. Posting any signs, posters, banners, notices, or A frames; placing or erecting any structure or obstruction of any kind within the campus, whether temporary or permanent.
5. Making any improvement to or on the campus or construction of a public work, or placement of visual art.
6. Using any outdoor electrical power outlet or indoor electrical power outlet for use outside; or laying cables or extending wires on the campus.
7. Festivals, programs and other events.
8. Use and/or occupancy of all or a portion of any facility, room or part or all of the campus; and constituting the exclusive use therefore.
9. The Use of sound or voice amplification equipment on the campus.
10. The placement of tables, stands, or other structures on the campus.
11. Storage of placards, boxes or supplies on the campus.
12. Posting of signs, posters, literature, notices or similar on the campus.
13. The use of any flammable liquids.

a. **Terms and conditions of Licenses**

The Director may condition a License or impose such terms and conditions as appropriate to protect the health, safety and welfare of the public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and to require the user to leave the area under License in a condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage to a member of the public as a result of the event or activity and/or make a reasonable security and damage deposit, or provide a bond. The Director shall have full discretion as to the terms of the License, and shall have the authority to immediately suspend or terminate such without prior notice upon



violation of applicable law, a Seattle Center Campus Rule or any term or condition of the license.

The Director has the authority to suspend a License during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center programming, Seattle Center sponsored or co-sponsored events, or exclusive licensed activities.

All Licenses shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the License so states, upon shorter notice.

**b. License Fees**

The Director is authorized to charge fees for licensed activities. Fees can be based solely upon or in combination with a percentage of gross sales, a one-time flat fee, a fee per each instance the licensed activity is exercised, the recovery of Seattle Center costs associated with the License issuance and authorized activities. Issuance of a License shall also be subject to payment of fees, taxes or charges as required by ordinance or authorized by resolution of the Seattle City Council, or pursuant to King County or State of Washington requirements, or all applicable laws.

**c. Refund of deposits and fees**

The Director is authorized to refund fees, on a prorated basis, upon cancellation of a License and to return all or any portion of any security and damage deposit when no longer needed or after costs that may be charged against the License have been paid.



## **F: Street Performers**

The following rules govern performances by individual Street Performers on Seattle Center campus including, but not limited to, musicians, mimes, jugglers and balloon artists:

### **1. Individual Street Performer Permit Application Process**

Applications shall be made in writing upon a form prescribed by the Director that may require all information reasonably necessary to identify the applicant and to allow assignment of designated locations for performances on the Seattle Center campus.

A Street Performer Permit is issued upon Director's satisfaction that the information set forth in the application is true, the applicant has executed a statement stating that he or she will comply with applicable law and all provisions of the Seattle Center rules, and has paid the applicable application fee. The Permit shall be subject to suspension or revocation for material change in the matters set forth in the application, for violation of any Seattle Center rule or regulation, or for violation of any applicable law. A reasonable application fee, related to administrative costs, may be charged.

Permits, when issued, shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance. An applicant must be 18 years of age or older to obtain a Permit. Applicants under the age of 18 must have a parent or guardian who is 18 years of age or older co-sign their application.

### **2. Terms and Conditions of Permits**

The Director may condition the Street Performer Permit or impose such terms and conditions as appropriate to protect the health, safety and welfare of the



public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and to require the user to leave the area under Permit in the same condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to: furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage to a member of the public as a result of the event or activity; make a reasonable security and damage deposit; or provide a bond. The Director shall have full discretion as to the term of the Permit, and shall have the authority to immediately suspend or revoke such without prior notice upon violation of applicable law, a Seattle Center rule, including these Seattle Center Campus Rules, or any term or condition of the Permit.

All Permits shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the Permit so states, upon shorter notice.

All Street Performer Permits shall be issued only to individuals who have satisfied the requirements of the Permit application process. Street Performer Permits will not be issued to organizations, groups of people, companies or bands, and are non-transferable.

Permits shall be valid for a calendar year in which the Permit is issued unless suspended or revoked by the Director as provided herein. A performer shall be entitled to only one Permit, which shall not be transferable.

The Director shall have the authority to immediately suspend a Permit during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center programming, Seattle Center sponsored or co-sponsored events, or exclusive Licensed activities.



**3. Donations and Volume**

**a. Passive Solicitation of Donations Only**

Donations for performances may be accepted passively in an instrument case or other receptacle provided for that purpose by the performer. The receptacle may include a written sign that informs the public that such donations are sought. No performer shall actively solicit donations, for example by live or recorded word of mouth, gesture, mechanical devices, or second parties.

- b.** Performers shall immediately comply with requests of the Director to moderate the volume of their performance to a level appropriate to the surroundings.

**4. Performance Times**

Performers may perform on the Seattle Center campus only between the hours of 11:00 a.m. and 10:00 p.m. unless specifically authorized otherwise by the Director.

Specific performance times will not be assigned to a performer by the Center. Performance locations are available on a first come first served basis and performers must be present in person to establish himself or herself at a location. If the performer abandons the location, for any reason, the location may be utilized by another performer. Locations may not be "saved" or "reserved". Performers are expected to comply with these rules as a condition of their Permit.

A performer may be required to end a performance at any time if, in the estimation of the Director, a continuing performance violates these rules and regulations or constitutes a hazard to public safety (for example due to crowding,



non-compliance of the Fire Code or blocking of access so as to hinder or obstruct pedestrians or vehicles).

It is the Center's intent that these rules be self-enforcing and that musicians police each other to achieve compliance and that musicians respect the requests of residents, visitors, and other users of the Campus.

**5. Performance Locations**

Performers may perform only at designated locations on the Seattle Center grounds, as specified in the permit application. A colored stencil will mark all performance locations with a number inside, unless otherwise noted below, designating the maximum number of performers whom may perform at that location. The maximum number of individual performers in any location is limited to the corresponding number stenciled within the location circle, as described in the permit application unless expressly authorized by the Director. The Director may relocate performers or require a reduction in the number of performers if, in the determination of the Director, the performance: significantly interferes with verbal communication at the nearest event or place of business; interferes with vehicular movement; aggravates foot traffic congestion in common areas at or near a performance location; or otherwise interferes with the public's ability to use the Center or facilities. Most locations will be designated as "Quiet" performance locations; percussion and brass instruments will be prohibited at these locations. Amplification is prohibited at all locations.

Upon special written request by a performer, the Director may approve an increase above the number of people designated at a specific location. Such approval may be granted under special conditions that place specific limits on the time(s) of performances and/or location of performances by extraordinary group sizes or other considerations. Performers operating under such special



conditions must have the Director's written authorization on their person when performing.

A map of the performance locations will be provided with the permit application.

**6. Prohibition on Commercial Activity under Street Performer Permit**

Use of a street performer location for Commercial Activity is expressly prohibited. Commercial vending of products is not considered a "performance" and, as such, vendors do not qualify as "performers" under these rules and regulations.

Performers may receive donations. However, performers are prohibited from active solicitation of donations and from active sale of any product, including products associated with the performance.

**7. Standards of Conduct**

- a. No performer shall treat any person or animal in a manner that is aggressive, menacing, vulgar, profane or abusive.
- b. Children are permitted to accompany performers as long as they do not create a nuisance or disturbance to others, or otherwise interfere with the public's ability to use the Center or its facilities.
- c. Trading, selling, or transferring performer Permits is prohibited and may result in the immediate revocation of a permit.
- d. Drinking of alcoholic beverages or use of any controlled substance, or performing while intoxicated or under the influence of any controlled substance is prohibited.

**8. Sale of Recordings**

Active selling of recordings or other products is prohibited. Performers may receive donations. However, performers are prohibited from active solicitation of donations and from active sale of any product, including products associated with



the performance. Performers may passively make recordings available for a suggested donation.

## **G: Speech Activities**

### **1. Speech Activities on the Grounds Which Require No License**

The following speech activities are allowed on the grounds, but not in buildings, and require no license or advance notice to Seattle Center:

#### **a. Leafleting and gathering signatures.**

No permit is required to distribute leaflets or gather signatures on the Grounds so long as no table or other structure is placed on the Grounds. Leafleting and signature gathering within (30) feet of a captive audience or building entrance is prohibited. Leafleting and signature gathering are also prohibited inside Seattle Center buildings, except as otherwise provided in a license or other agreement.

#### **b. Carrying Signs**

The carrying of signs or placards is allowed on the grounds so long as it is done in a manner consistent with these rules and all applicable laws.

### **2. Speech Activities on the Grounds which require a License.**

- a. Gatherings, Demonstrations and Meetings - A gathering on the grounds that is reasonably anticipated to exceed one hundred (100) people requires prior notice to Seattle Center and a license. The Center will attempt to find an appropriate location on the grounds, based on the size of the anticipated gathering.**
- b. The use of sound or voice amplifying apparatus in a building or on the grounds is prohibited without a Seattle Center License.**
- c. Tables, stands, or other structures shall not be used or placed upon the Seattle Center Grounds or within any building without a license.**
- d. There shall be no storage of signs, placards, boxes, or supplies on the Grounds or within any building without a license.**



- e. There shall be no posting of signs, literature, notices, stickers or the like on the Seattle Center Campus without a Seattle Center License.
3. **The following activities are prohibited in Seattle Center buildings unless expressly authorized by the Director in a license, lease, or other agreement:**  
Performing, picketing, demonstrating, displaying signs, leafleting, gathering signatures, or actively soliciting donations.
4. **Speech Activities Generally - Locations**  
Unless conducted pursuant to a Seattle Center License or other agreement speech activities are prohibited: in those portions of the Seattle Center not open to the general public for common use; within thirty (30) feet of any captive audience; or within thirty (30) feet of any building entrance; or within thirty (30) feet of any person engaged in any scheduled event that is sponsored or co-sponsored by Seattle Center. No person shall engage in speech activities in such a way as to interfere with or hinder pedestrian or vehicular traffic flows.
5. **Applicability of Speech Rules to Major Events**
  - a. **Gated Events and Rooms or Buildings Reserved for Exclusive Use:** Inside the reserved or gated areas, whether grounds, buildings, or both, the Event organizers may control speech activities, both commercial and political, and all commercial activities. Individuals who wish to engage in commercial activities, or commercial or speech activities inside the gated areas should contact the event organizers for permission.
  - b. **Ungated Events:** The Event organizers may, under the terms of the applicable event agreement, control commercial activities and commercial speech inside the



event area. However, these rules regarding political speech activities apply both outside and inside the event area.

## **H: Property Regulations**

### **No-Trespassing Areas – Removal or Destruction of Property – Structure or Obstructions**

1. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to enter or go upon any area which has been designated and posted by the Director as "no admittance" "no trespassing", "not open to the public", or other similarly designated area.
2. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to remove, destroy, damage, mutilate or deface any structure, lawn, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, geological formation, plant, flower, lighting system, sprinkling system, gate, barricade or lock or other property lawfully on the campus, or to remove sand, soil, plant materials, or sod on the campus.
3. It is prohibited for any person other than a duly authorized employee or agent of the Seattle Center to place or erect on the campus a structure or obstruction of any kind without a License from the Director.
4. The Seattle Center Campus is officially open from 7:00 A. M. to Midnight daily. (by Ordinance 92792)

## **I: Prohibited Acts**

1. **Animals on campus are prohibited.**
  - a. **Exceptions:**
    1. American with Disabilities Act (ADA) service animals, defined as an animal that is individually trained to assist an individual with a disability.



2. Animals on adequate leashes and under the control of an individual physically able to restrain the animal.
  3. Horses or dogs used by public law enforcement agencies and under the control of a law enforcement officer.
  4. Animals that are part of a Seattle Center licensed or sponsored activity.
- b. Adequate leash required.** Any person with an animal in his or her possession must keep the animal on an adequate leash while on campus and shall be responsible and liable for the conduct of the animal, shall carry equipment for removing feces, and shall place feces deposited by such animal in an appropriate receptacle.
- c. Major events.** For the safety of both patrons and animals, the Director may prohibit all animals, except ADA service animals from campus during high traffic events such as, but not restricted to, festivals.
- 4. Animals prohibited in buildings and designated areas**  
It is prohibited for anyone except those individuals with ADA service animals, public law enforcement officers, authorized City employees in the performance of their duties, or Seattle Center authorized licensees to bring any animal into any Seattle Center building or other areas designated by the Director and so posted, or to allow or permit any animal under his control to enter such facilities.
- B. Weapons**  
**It is prohibited to:**
1. Sell, manufacture, purchase, possess or carry any blackjack, sand-club, metal knuckles, switchblade knife, chako sticks, or throwing stars; or
  2. Carry concealed or unconcealed on his or her person any dangerous knife unless used as a tool for work by Seattle Center employees or their authorized agents, or carry concealed on his or her person any weapon. Seattle Center employees are subject to the Seattle Center Employees Firearm Policy.



3. Possess a firearm on the campus, except that such restriction shall not apply to any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060.

**C. Contraband in Seattle Center facilities**

The following items are prohibited on the Seattle Center campus: illegal drugs, weapons, explosive devices, spray paint, lasers.

The Director may, by posting notice, prohibit the following items from being brought into a Seattle Center building or to a particular event: alcoholic beverages, cameras, recording devices, bundles, packages, coats, blankets, shawls not being worn, umbrellas, mace, pepper spray, and containers or cases (as defined as, but not limited to, pocketbooks, purses, bags, ice chests, backpacks, cans, bottles, or binocular cases).

**D. Urinating or defecating prohibited except in restrooms.**

Urinating or defecating on the campus, except in facilities specifically provided for the purpose, is prohibited.

**E. Stickers.**

It is prohibited to distribute stickers on the Seattle Center campus without the expressed authorization of the Director. It is prohibited to adhere stickers to any building, structure, or other surface on the Seattle Center campus.

**F. Wheeled devices.**

The use on the campus of all wheeled devices, such as bicycles, skateboards, rollarskates, inline skates, and scooters, is prohibited, except for:

1. wheeled equipment used by disabled individuals to be ambulatory,
2. children's strollers, or
3. wheeled devices such as bikes, skateboards, rollarskates, inline skates, scooters, may be used only for transportation across the campus.



4. other uses expressly authorized by the Director.  
Operation of any wheeled device in a dangerous manner or in a manner that could damage property is prohibited.
  
- G. **No Wheeled Equipment in the International Fountain.**  
With the exception of wheeled equipment used in order to be ambulatory and strollers, all wheeled devices are prohibited from entering the International Fountain.
  
- H. **Vehicular access.**  
Vehicular access onto the Seattle Center campus is prohibited.
  1. **Exceptions:**
    - a. In designated parking areas
    - b. Authorized by a unload/load pass
    - c. Supply deliveries to organizations and businesses on campus shall be authorized to access the campus between the hours of 6:00 a.m. and 11:00 a.m. Monday through Friday and between 9:00 a.m. and 11 a.m. Saturday and Sunday.
    - d. Otherwise specifically authorized by the Director
  
  2. **Use of driveways and boulevards – Speed limit.**  
It is prohibited to ride, or drive any vehicle over or through the campus at a speed in excess of the posted speed limit, or in excess of ten (10) miles per hour where no speed limit is posted.
  
  3. **Areas closed to general vehicular access.**  
Except as authorized by the Director, it is prohibited to drive, operate or park a motor vehicle in an area which is designated as being closed to general vehicular traffic access, including all landscaped areas such as turf areas, shrub areas, decorative plazas; on any pedestrian walkway; and in all other areas not specifically authorized for vehicular traffic.

**I. Liquor offenses**

It is prohibited on the campus to consume, or to possess liquor, as defined in SMC Section 12A.24.010 C, or other applicable law, except as authorized by a Seattle Center License or other agreement and a Permit issued by the Washington State Liquor Control Board or its successor.

**J. Littering – Trash**

It is prohibited to throw or deposit any refuse or other material on the campus, except in designated receptacles. It is also prohibited for any person(s) to dig in, rummage in, in anyway disturb trash in any receptacle.

**K. Smoking**

Smoking is prohibited in all Seattle Center buildings.

**L. Motorized models**

It is prohibited to operate any motorized model aircraft; dirigible, vehicle or motorized model watercraft on the campus, unless expressly authorized by the Director.

**M. Fires**

It is prohibited to ignite or maintain any fire or to participate in igniting, maintaining or using any fire on any portion of Seattle Center Campus unless expressly authorized by the Director.

**N. Camping**

It is prohibited to camp on any portion of the Seattle Center Campus unless expressly authorized by the Director.

**O. Violations of These Rules or of other Applicable Law.**



A violation of these rules or of other applicable laws may, in addition to any applicable civil or criminal penalties, result in the revocation of a person's permission to remain on the Seattle Center campus.

### **J: Campus Exclusion**

The Director or his or her designee may, by delivering an Exclusion Notice to the offender, exclude from the Seattle Center Campus for a period not to exceed five (5) days anyone who violates any provision of these rules or any other applicable Seattle Center rules; anyone who violates any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law.

- The individual need not be charged, tried, or convicted of any crime or infraction in order for an Exclusion Notice to be issued or effective. The Exclusion may be based upon activities observed by the Director or a Seattle Center employee, or upon the sort of civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.
- Upon such Notice being given, the recipient shall no longer be invited, licensed or otherwise privileged to remain on the campus.

### **K: Trespass on Campus**

Criminal Trespass on Campus shall include:

1. **Any person who knowingly:**
  - a. Enters or remains on the campus without permission or from which he or she has been excluded during the period covered by an Exclusion Notice pursuant to these rules;
  - b. Enters, remains in, or is otherwise present within the premises of the campus during hours within which the campus is not open to the public, or within an area not open to the public, unless the person is present within the campus to participate in an activity either conducted by the Seattle Center or conducted pursuant to the terms of a License or Permit issued by the Seattle Center.

**L: Discrimination prohibited**

1. It is the policy of the City of Seattle, in the exercise of its police powers for the protection of the public health, safety and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of Seattle Center facilities to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.
  
2. It is prohibited for any person occupying or using the campus for any event, activity or exhibition open to the public, whether or not under a License or Permit and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such event, activity, or exhibition because of race, creed, color, sex, marital status, sexual orientation, gender identity, political ideology, age, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.

APPROVED:

Virginia Anderson  
Virginia Anderson  
Director, Seattle Center

5/31/02  
Date







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**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Seattle Center	Karin Butler, 684-7153 Ned Dunn, 684-7212 Helaine Honig, Law, 684-8222	Amy Williams, 233-2651

**Legislation Title:**

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of a lease with the Seattle International Film Festival Group for space in the Northwest Rooms at Seattle Center.

• **Summary of the Legislation:**

This legislation authorizes execution of a lease agreement with the Seattle International Film Festival Group (SIFF) to operate and maintain a film center in the Alki Room of the Seattle Center Northwest Rooms. The film center will include lecture space, a screening room, a reference library, and administrative office space.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

**Description:**

SIFF celebrates the culture and art of the moving image through filmmaking and filmgoing experiences of exceptional merit and diversity that inform, educate and entertain. Established in 1976, SIFF produces the largest and most highly attended film festival in the United States. The 25-day festival presents approximately 300 features and 150 shorts from more than 60 countries. With extensive local, national and international media coverage the festival is one of Seattle's most accessible and highly publicized cultural events, drawing an audience of over 160,000 annually.

In addition to the annual festival, SIFF began year-round programming in 2007 through its establishment of SIFF Cinema at the Nesholm Family Lecture Hall at Seattle Center's McCaw Hall. Film programming at SIFF Cinema includes film series, archival presentations, and theatrical runs of films. Award winning directors, such as Ang Lee and Julian Schnabel, visit SIFF Cinema to screen their latest films and participate in Q&A sessions with the audience. SIFF's programming also includes community outreach to and co-presentations with other organizations including the AJC/Jewish Film Festival, LifeLong AIDS Alliance, Northwest Folklife Festival and the Seattle Art Museum.



## History:

Since July 2005, Seattle Center, the Mayor's Office of Film and Music, and SIFF have been working closely on the relocation of SIFF to Seattle Center, which would be done in two phases. The first phase was accomplished in 2006 when SIFF relocated to the Nesholm Family Lecture Hall and opened "SIFF Cinema" to its patrons. SIFF signed a three-year agreement for use of this space. As part of the agreement, the City of Seattle committed \$150,000 in building improvements to make the Lecture Hall auditorium work for the presentation of films. SIFF provided the state-of-the-art projection and sound equipment. In its first year, SIFF Cinema was a great success using the facility more than 250 days and offering over 500 general and festival film screenings to the public.

This legislation includes the second phase of SIFF's move to Seattle Center, which involves the relocation of their operations to the Alki Room to create a film center. SIFF's current lease for office space in South Lake Union expires in 2008 and will not be renewed. Moving into the Alki Room fulfills SIFF's long-term goal of having a permanent year-round home. The film center will include a lecture space, screening room, reference library, administrative offices, box office and space for other related activities. In addition to allowing SIFF to expand year-round programming, the film center will also enable SIFF to host events by other film organizations, thus further activating the space. As an example, The Film School, which counts among its founders actor Tom Skerritt and directors John Jacobsen and Rick Stevenson, will move its classes to SIFF's new film center. Having SIFF join the Seattle Center campus also provides joint programming and cross promotion opportunities among SIFF, in-house programs such as Festal, and other Seattle Center resident organizations.

The initial term of the lease agreement is for 10 years. The annual rent is \$35,000 per year for the first five years. Beginning in year six of the agreement, lease payments increase annually by \$3,000 plus CPI capping at \$50,000 plus CPI in year ten. SIFF will pay all utility expenses and maintain the interior of the space.

The lease agreement also requires SIFF to make tenant improvement in the Alki Room. Improvements are estimated to cost approximately \$1,000,000, and SIFF is expected to fund the majority of the project. The City will provide a maximum of \$200,000, which was budgeted in Seattle Center's 2007-2012 Capital Improvement Program budget for this purpose. SIFF is currently in the process of raising the remaining resources necessary to fund construction. If SIFF has not raised the additional funds and obtained a building permit by December 31, 2008, the lease agreement can be terminated. SIFF may not begin construction of tenant improvements until they have demonstrated to the Seattle Center Director and the City's Finance Director that they have sufficient funds committed to pay for the project.

The Alki Room is one of the Northwest Rooms, a suite of seven rooms at Seattle Center rented individually or in a variety of combinations serving a range of clients. The rooms provide space for meetings, parties, consumer and exhibit shows and other miscellaneous functions. Annual rental revenues for the Alki Room typically range from \$25,000 to \$30,000 per year. Net revenues for the space have ranged from \$13,700 to \$19,500 per year. The rent that SIFF will pay exceeds the net revenue that the Alki Room currently generates. Current users of the Alki

Room will be relocated to an alternative room in the Northwest Rooms or may use the Seattle Center Pavilion Room B. As part of the lease agreement with SIFF, the major festivals including Bumbershoot, Folklife, the Bite of Seattle, and the International Children's Festival will continue to use the Alki Room during their festivals. The Seattle Center Academy will also continue to use the space. As such, no loss of revenue or loss of events is expected due to SIFF's use.

- Please check one of the following:

**This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

**This legislation has financial implications.** (Please complete all relevant sections that follow.)

**Appropriations:** This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.

Fund Name and Number	Department	Budget Control Level*	2008 Appropriation	2009 Anticipated Appropriation
<b>TOTAL</b>				

\*See budget book to obtain the appropriate Budget Control Level for your department.

**Notes:**

Ordinance 122298 appropriated \$200,000 in the 2007 Seattle Center Capital Improvement Program for work in the Alki Room. These funds would be used to match SIFF's estimated \$800,000 contribution to the project.

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:** This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Fund Name and Number	Department	Revenue Source	2008 Revenue	2009 Revenue
			\$4,376	\$35,000
<b>TOTAL</b>			<b>\$4,376</b>	<b>\$35,000</b>

**Notes:**

Assumes the lease commencement date is October 1, 2008 and that the first three months rent paid by SIFF are at a reduced rate during construction, with full rent commencing January 1, 2009.



**Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact:** *This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.*

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions*	2009 FTE*
<b>TOTAL</b>							

\* 2009 positions and FTE are total 2009 position changes resulting from this legislation, not incremental changes. Therefore, under 2009, please be sure to include any continuing positions from 2008.

Notes:  
 NA

- **Do positions sunset in the future?** (If yes, identify sunset date):

**Spending/Cash Flow:** *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*

Fund Name & #	Department	Budget Control Level*	2008 Expenditures	2009 Anticipated Expenditures
<b>TOTAL</b>				

\* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

If this legislation is not implemented, the City would lose the opportunity to secure a lease with a major cultural institution resulting in a loss of facility rental revenue of approximately \$35,000-\$50,000 annually.



- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

While it would eliminate an opportunity to establish a film center at Seattle Center, draw new audiences to Seattle Center, and otherwise augment Seattle Center's mission, SIFF could find an alternative film center venue.

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No.

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

NA

**Please list attachments to the fiscal note below:**



OWH 122692

Date: June 5, 2008  
To: Edna <sup>Call</sup> Wheaton, City Clerk's Office  
From: Karin Butler, Event Sales Manager  
Seattle Center  
Subject: Enclosure for your records

FILED  
CITY OF SEATTLE  
08 JUN -9 PM 1:51  
CITY CLERK

Enclosed please find an executed copy of the Lease between Seattle Center and the Seattle International Film Festival Group, which was authorized by Ordinance 122692.

If you have are any questions, please feel free to contact me at 206-684-7153 or [karin.butler@seattle.gov](mailto:karin.butler@seattle.gov).

Thank you.

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CITY CLERK

## LEASE

THIS LEASE (the "Lease") is entered into this 5th day of June, 2008, by and between CITY OF SEATTLE ("City"), a municipal corporation of the State of Washington, acting by and through the Director of the Seattle Center Department ("Director"), and the Seattle International Film Festival Group (Cinema Seattle) ("SIFF"), a Washington non-profit corporation.

## RECITALS

WHEREAS, Seattle Center, a City of Seattle department, supported by the people of Seattle, is home to the finest cultural and educational organizations, sports teams, festivals, community programs and educational facilities and exists to delight and inspire the human spirit in each person and bring us together as a rich and varied community; and

WHEREAS, SIFF is a non-profit corporation whose mission statement is attached hereto as **EXHIBIT A**; and

WHEREAS, after discussions between Seattle Center and SIFF representatives, Seattle Center confirmed that SIFF would contribute to the Seattle Center mission and expressed interest in having SIFF as a campus resident organization; and

WHEREAS, on December 13, 2006, Seattle Center and SIFF concluded an agreement for the use of the Nesholm Family Lecture Hall at Marion Oliver McCaw Hall as a year-round screening facility starting in January of 2007; and

WHEREAS, in the 2007-2012 Adopted Capital Improvement Program appropriated Two Hundred Thousand Dollars (\$200,000.00) for improvements to the Seattle Center Northwest Rooms (Alki Room in particular) to prepare the facility for SIFF's use as a film center and offices; and

WHEREAS, release of the aforementioned funds by the City is conditioned on SIFF demonstrating, prior to the beginning of construction, that it has raised sufficient funds for tenant improvements to the Alki Room to prepare the facility for SIFF's use as a film center and offices.

NOW, THEREFORE, in consideration of the rents to be paid and the covenants and agreements hereinafter provided which City and SIFF agree to keep and perform, City and SIFF hereby agree as follows:



1. **PREMISES**

**A. Grant:**

Subject to all of the terms and conditions herein, City hereby leases to SIFF and SIFF leases from City, a portion of those certain premises commonly known as the "Alki Room", located in the Northwest Rooms building at Seattle Center (the "Building") and containing approximately 9,556 square feet of space (the "Premises"). The Premises are located on a portion of the land legally described as:

Lots 1 through 12, Block 32 and Lots 1 through 12, Block 35, D.T. Denny's Home Addition to City of Seattle, according to the plat thereof recorded in Volume 3 of Plats, page 115, in King County, Washington; together with that portion of Warren Avenue North vacated by City of Seattle Ordinance No. 88603; and that portion of alley vacated by City of Seattle Ordinance No. 8520 which attached to said premises by operation of law.

The floor plan for the Premises is attached as **Exhibit B**. SIFF acknowledges and agrees that those portions of the Alki Room located on the Main Level on Exhibit B and indicated with shading and labeled as "Seattle Center Operational Spaces" will remain under the sole control of Seattle Center and are not included in the Premises.

The mailing address for this location will be:

SIFF Group  
Seattle Center  
305 Harrison  
Seattle, WA 98109

**B. Condition of Premises:** SIFF accepts the Premises in their condition as of the Commencement Date defined in Section 2 AS IS, with all defects, and assumes all risk that one or more defects exist in the Premises. City makes no warranties or representations of any kind, express or implied, with respect to the condition of the Premises or their suitability for SIFF's purposes other than as specified in this Lease. SIFF agrees that any express or implied representations, statements or warranties made by or on behalf of the City prior to the Commencement Date, unless expressly set forth in this Agreement, have been revoked and withdrawn and have no force or effect whatsoever.

**C. Use:** SIFF shall use the Premises for its administrative and business offices and for one or more of the following: a lecture space, a small



screening room, a reference library and a film school, all of which may be made generally available to the public, including for an admission fee, and for other incidental and reasonably related activities such as a box office and/or gift shop. SIFF shall not use the Premises for any other purpose without the Director's prior, written approval, which approval may be granted, withheld or conditioned in the Director's sole discretion.

SIFF agrees to conduct its activities in a manner that is consistent with the Seattle Center Vision Statement, **Exhibit C** hereto, as the Director may reasonably determine, and to comply with the Seattle Center Rules and Regulations regarding the use of the Premises and Seattle Center grounds, which Rules and Regulations are attached as **Exhibit D**. Notwithstanding the foregoing, if there is any conflict between such Rules and Regulations and the express provisions of this Lease, the terms of this Lease shall control. City shall use its best efforts to notify SIFF of any changes to the Seattle Center Vision Statement or Seattle Center Rules and Regulations prior to the effective date thereof.

**D. Nonexclusive License to Use Common Areas:** Throughout the Term, SIFF and its licensees, patrons, invitees and employees shall have the non-exclusive right to use the Seattle Center common areas as from time to time constituted, which use shall be in common with all other visitors and users of the Seattle Center and subject to such rules and regulations for the use thereof as the Director may promulgate from time to time (subject to the terms of Section 1(C) above). For the purposes of this Lease, the term "common areas" means and includes any Seattle Center area designated by the Director as being for the general use of tenants, concessionaires, licensees, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any tenant or licensee. Common Areas include but are not limited to the immediate periphery of the Premises, parking areas, landscaped areas, areaways, roads, walks, corridors, malls, public toilets, public lounges, public stairs, ramps, elevators, escalators and shelters.

SIFF acknowledges that the Common Areas abutting the Premises are for the enjoyment of all and shall at all times be respectful of the public's right to use them without fear of disturbance or bother. SIFF agrees to discourage its licensees, patrons, invitees, customers and employees from smoking in this area and nearby Common Areas and to work with Seattle Center staff to enforce smoking regulations.

## **2. LEASE TERM**

This Lease shall commence on the later of (i) September 15, 2008, or (ii) the date the City of Seattle's Department of Planning and Development ("DPD") issues SIFF a building permit for the Initial Improvements, defined in Section 3



(the "Commencement Date"), and shall terminate on December 31, 2018 (the "Term"). Notwithstanding the foregoing, unless the Director agrees otherwise, this Lease shall automatically terminate on December 31, 2008, if by that date (i) the parties have not executed the Construction Agreement described in Section 3; or (ii) SIFF has not obtained a building permit for the Initial Improvements.

The parties shall confirm the actual Commencement Date by written addendum, which shall be incorporated into this Lease without the need for formal amendment.

### **3. INITIAL IMPROVEMENTS AND SUBSEQUENT ALTERATIONS**

**A. Initial Improvements:** It is a fundamental purpose of this Lease that SIFF constructs the tenant improvements generally described on the attached **Exhibit E** (the "Initial Improvements") and which are anticipated to cost approximately \$1,000,000.00. The parties' rights and obligations with respect to the construction of the Initial Improvements shall be contained in a separate construction agreement (the "Construction Agreement") that the parties shall execute before SIFF enters into a construction contract for the Initial Improvements. Such Construction Agreement shall include a requirement that prior to commencing the Initial Improvements, SIFF shall have demonstrated to the satisfaction of the City's Finance Director and the Seattle Center Director that it has sufficient funds to complete the Initial Improvements.

City acknowledges that as part of the Initial Improvements SIFF may require additional HVAC facilities for proper operation of certain film exhibition equipment in the Premises and City agrees that it will not unreasonably withhold permission for such installation. City further agrees that SIFF may install an alternative entrance on the north side of the Premises to facilitate public access to a screening room or public meeting facility and that City will not unreasonably withhold permission for building such alternative ingress or egress. SIFF will be responsible, at its own expense, for removing and/or replacing to City's satisfaction any existing plantings or trees, or structural elements of the exterior garbage/recycling enclosure on the north side of the Premises, or any other existing element of the Seattle Center common areas that are affected by this alternative entrance. No consent will be required for installation of non-structural fixtures or equipment or repairs and replacement of equipment and related support systems, such as dedicated HVAC or security.

**B. Subsequent Alterations:** Following construction of the Initial Improvements SIFF shall not make any improvements to the Premises without first obtaining the Director's written permission, which permission may be granted, withheld or conditioned in the Director's sole discretion.



**C. Improvements to Become City Property:** All approved modifications, alterations, additions or improvements (but not fixtures or equipment) shall, at the expiration or earlier termination of the Lease, become the property of City and remain upon and be surrendered with the Premises. In no event will SIFF's film exhibition equipment be deemed an improvement.

**D. Damage:** In undertaking any repairs, modifications, alterations, additions or improvements, SIFF shall ensure that it and each of its contractors and agents protects from damage or destruction private and public property on or in the vicinity of the Premises that is not scheduled for repair, replacement or removal. Any property that SIFF or its contractors or agents damage in the course of any repair, modification, alteration, addition or improvement shall be promptly repaired or replaced at SIFF's expense.

**4. RENT**

**A. Annual Rent:** Except as provided in Section 4.B., beginning on the date SIFF receives a certificate of occupancy for the Premises (the "Occupancy Date"), which the parties anticipate to be January 1, 2009, SIFF shall pay City Annual Rent in the amounts shown on the table below. As used in the table, "adjusted rent" means Rent increased by the Consumer Price Index (CPI) as provided in Section 4.C. Annual Rent shall be payable in twelve (12) equal monthly installments, in advance, with the first installment due on the Occupancy Date and thereafter, on the first day of each month throughout the Term.

<b>Year</b>	<b>Annual Rent</b>
1/1/09 – 12/31/09	\$35,000.00
1/1/10 – 12/31/10	\$35,000.00
1/1/11 – 12/31/11	\$35,000.00
1/1/12 – 12/31/12	\$35,000.00
1/1/13 – 12/31/13	\$35,000.00
1/1/14 – 12/31/14	Year 5 adjusted rent plus \$3,000
1/1/15 – 12/31/15	Year 6 adjusted rent plus \$3,000
1/1/16 – 12/31/16	Year 7 adjusted rent plus \$3,000
1/1/17 – 12/31/17	Year 8 adjusted rent plus \$3,000
1/1/18 – 12/31/18	Year 9 adjusted rent plus \$3,000

**B. Rent during Construction:** Beginning on the Commencement Date and thereafter, on the first day of each month until the Occupancy Date, SIFF shall pay City, in advance, Interim Rent of \$1,458.50 per month. If either the Commencement Date or the Occupancy Date falls on



other than the first day of a month, the Rent for such month(s) shall be prorated or adjusted, as the case may be, to reflect the actual number of days for which Interim or Annual Rent is due and payable.

**C. CPI Adjustment:** Beginning January 1, 2014, and on the first day of each January thereafter throughout the Term, Annual Rent shall increase by the same percentage as the increase in the Consumer Price Index for All Urban Consumers in the Seattle-Tacoma Metropolitan Area, published by the Bureau of Labor Statistics, United States Department of Labor (the "Index") during the preceding year, if any. If, during any year in which CPI increases apply the Index is negative, then the Rent shall remain the same as it was during the immediately preceding calendar year. If there is any change in the Index base or if the Index is discontinued, the Director shall select a substitute index of comparable statistics on the cost of living for the locality in which the Premises are located as shall be computed by an agency of the United States or by a responsible financial periodical or other recognized authority.

**D. Operating Expenses:** In addition to Rent, SIFF shall pay City monthly, upon invoice, the Operating Expenses for the Premises, including but not limited to, the following:

1. All City expenses for HVAC utility services as well as for maintenance and repair work to the HVAC system located in and/or serving the Premises.
2. SIFF's pro rata share of the cost of all other utilities serving the Premises and not separately metered, including solid waste removal and recycling.
3. The cost of monitoring, repairing and confidence testing the sprinkler and fire alarm system serving the Premises.
4. The cost of all maintenance or repair work for which SIFF is responsible but which the City performed at SIFF's request.

**E. Time and Manner of Payment.** SIFF shall pay Rent and Operating Expenses in lawful money of the United States and, unless otherwise specified in this Lease or other written notice from City, deliver the same to the City of Seattle, c/o Seattle Center Fiscal Services & Accounting, 305 Harrison Street, Seattle, Washington, 98109.



## **5. LATE CHARGES; INTEREST**

If SIFF fails to pay any sums due under this Lease within five (5) days after the due date, a service charge of Fifty Dollars (\$50.00) or such larger sum as may be established by ordinance, shall be assessed for each month or portion of a month that the delinquency continues. Such assessment(s) shall be immediately due and payable. In addition, interest on such delinquent amount(s) shall accrue at the rate of one and one-half percent (1. ½ %) per month from the date due, until paid. If any check for payment is returned for insufficient funds, SIFF shall pay an administrative charge of \$20.00 and thereafter, City may require SIFF to pay Rent by cashier's or certified check.

## **6. CITY AND CITY-AUTHORIZED THIRD PARTY USE OF PREMISES**

**A. City Use of Premises:** City reserves and retains the right to use, and to authorize others to use, the Premises' public areas during the time periods and for the purposes specified in Section 4.F. SIFF shall not charge the City for such use, nor shall SIFF be entitled to any reduction in Rent therefor.

**B. Use of SIFF Office Space and Equipment:** City's right to use and to authorize others to use the Premises does not include the right to use SIFF's private administrative offices unless the parties agree otherwise. Nor does it include the right to use SIFF's equipment. If a user requires operation of such equipment and SIFF consents to such operation, it shall be operated by SIFF personnel or, at SIFF's election, by qualified City personnel under SIFF's supervision. City shall reimburse SIFF or shall obligate the authorized user to reimburse SIFF for SIFF's direct costs for such operation or supervision plus incidental expenses actually incurred, within thirty (30) days of SIFF's invoice. SIFF's costs may include wages for SIFF personnel at the rates SIFF normally pays for such work, except that if a SIFF volunteer performs the work, SIFF may charge the Seattle Center standard rate for such volunteer labor.

**C. City Cleaning, Repair and Reimbursement for Utility Use:** For all dates reserved for City or City-authorized use under this Section 4, including move-in, move-out and cleanup dates, City shall, or shall require the user to, reimburse SIFF within 30 days of SIFF's invoice, for SIFF's actual expenses for utilities, supplies, perishable items and labor (other than equipment operators) attributable to such use. In addition, City or its authorized user shall clean the Premises and repair any damage caused to the Premises and to SIFF's property on the Premises by the end of the move-out day, unless a longer period of time is required for repair work, in which case such work shall be completed as quickly as is reasonably possible.



**D. City Responsibility for Damage:** The parties acknowledge that members of the public will occupy the Premises during City or City-authorized use periods, and City will endeavor to protect the Premises and all persons on the Premises from damage or injury. City shall be responsible for, and shall indemnify, defend and hold SIFF harmless from, any and all losses, damages, suits, and claims for any nature whatsoever made against or incurred by SIFF arising out of any City or City-authorized use of the Premises, except to the extent that any damage or injury arises from SIFF's negligence or willful misconduct. City shall also require any City-authorized users to secure commercial general liability insurance, including contractual liability, with the same limits of liability as are required of SIFF. Such insurance shall name SIFF as an additional insured and users will be required to provide SIFF with evidence of such insurance not less than seven (7) days prior to the scheduled use.

The indemnification provided for in this paragraph shall survive any termination or expiration of this Lease.

**E. Limitation on Third-Party Usage:** Notwithstanding anything in this Lease to the contrary, if any City-authorized user of the Premises fails to pay SIFF any amounts due under this Section 4, that user shall not be permitted to use the Premises until the arrearage has been paid.

**F. Guaranteed Dates for City and City-Authorized Third-Party Use of Premises:** The Premises are reserved for City use each year on the following dates in connection with the annual events identified below or their successors, if any. For each use, SIFF shall provide access to the Premises no later than 12:01 a.m. on the first day specified and until 9:00 a.m. the day immediately following the last day specified. The Director shall inform SIFF of the precise dates for each event in a written notice as soon as the Director confirms such dates, but at least one (1) year before the first day of each intended use, or as specified below.

1. For Seattle International Children's Festival use: nine (9) consecutive days during the month of May.
2. For Northwest Folklife Festival use: Friday through the Monday of Memorial Day weekend, plus two (2) move-in days, before, and one (1) move-out day, after, the festival.
3. For The Bite of Seattle use: Friday through Sunday, plus one (1) move-in day and one (1) move-out day, each July.
4. For Seattle Center Arts and Science Academy use: fifteen (15) consecutive days during July and August.



5. For Bumbershoot Festival use: the Monday preceding Labor Day continuing through Labor Day, and including one (1) move-out day after Labor Day.

## **7. WAIVER; INDEMNIFICATION.**

**A. SIFF's Indemnification:** Except as to activities to which RCW 4.24.115 applies (in which case the provisions of that statute shall govern this section), SIFF shall indemnify, defend (using legal counsel acceptable to City) and save City, its officers, agents, and employees, harmless from any and all claims, suits, losses, damages, fines, penalties, liabilities and expenses arising out of or in connection with (i) SIFF's occupation, use or improvement of the Premises or the Northwest Rooms pursuant to this Lease, or other Seattle Center areas; (ii) SIFF's breach of any of its obligations hereunder; or (iii) SIFF's violation of any law. SIFF agrees that its indemnity obligation specifically covers actions brought against City by SIFF's own employees and is specifically and expressly intended to constitute a waiver of SIFF's immunity under Washington's Industrial Insurance Act, RCW Title 51, as to City only. CITY AND SIFF ACKNOWLEDGE AND AGREE THAT THE INDEMNIFICATION PROVISIONS OF THIS LEASE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM and they shall survive the termination or expiration of this Lease.

**B. Release of Claims:** City shall not be liable to SIFF and SIFF hereby waives and releases City from all claims for any losses or other damages SIFF sustains as a result of any accident or occurrence in or upon the Premises or the Northwest Rooms, including but not limited to any defect in or failure of building equipment; any failure to make repairs; any defect, failure or interruption of building facilities or services; broken glass; water leakage; the collapse of any building component; or any act or omission of any other Northwest Rooms occupants.

**C. Assumption of Risk:** SIFF's placement and storage of business or personal property in the Premises or any other Seattle Center facility shall be at SIFF's sole risk.

## **8. INSURANCE**

**A. SIFF Furnished Coverages and Limits of Liability:** SIFF shall obtain and maintain in full force and effect at all times during the Term of this Lease, at no expense to City, insurance as specified below.

1. **Commercial General Liability** insurance including  
- Premises/Operations



- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors
- Stop Gap/Employers Liability
- Fire/Tenant Legal Liability

Limits of liability shall be not less than \$1,000,000 each occurrence, bodily injury and property damage combined single limit (CSL) except:

- \$ 1,000,000 each offense - Personal/Advertising Injury
- \$ 1,000,000 each accident - Disease Stop Gap/Employers Liability
- \$ 500,000 each occurrence - Fire/Tenant Legal

2. **Business Automobile Liability** insurance including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 each occurrence, combined single limit bodily injury and property damage.

3. **Workers Compensation** insurance in accordance with Title 51 of the Revised Code of Washington (RCW).

4. **All Risks Property** insurance on a replacement cost basis, covering SIFF's tenant improvements, trade fixtures and business and personal property. Such insurance shall include Time Element coverage with sufficient limits to provide for loss of revenues and additional expenses during an interruption of SIFF's activities due to damage to or loss of the Premises.

**B. City-Furnished Coverages and Limits of Liability:** The City shall maintain in full force and effect at all times during the Term of this Lease All Risks Property Insurance for the Building, including earthquake and flood, on a replacement cost basis.

**C. Mutual Waiver of Property Insurance Subrogation:** SIFF and the City hereby waive their respective rights of subrogation against one another with respect to perils covered by insurance required under this Lease and their respective rights of recovery against one another for claims falling within policy deductible amounts, unless the party against whom recovery is sought caused or contributed to the loss.

**D. General Terms and Conditions:**

1. Except with respect to Workers' Compensation insurance, any self-insured retention in excess of \$25,000 must be disclosed and is subject to the City's approval. SIFF shall be responsible for



paying any claims that fall within amount of the self-insured retention. In order for the City to approve a self-insured retention about the stated amount, SIFF must state, in writing, that it will protect and defend the City of Seattle as an additional insured under its self-insured retention to the same extent as City would be protected under a commercial insurance policy meeting the requirements set forth herein has been issued and, in addition, provide detailed information as to how and to whom the City should direct any notice or tender.

2. The City reserves the right to approve any insurer, form or type of coverage. Unless the City approves otherwise, all insurers shall be licensed to do business in the State of Washington and rated A-VII or higher in the current A.M. Best's Key Rating Guide; or issues as surplus lines under the provisions of chapter 48.15 RCW by a Washington State licensed broker.

3. The City of Seattle shall be named as an additional insured on the CGL and Business Automobile Liability policies for primary and non-contributory limits of liability.

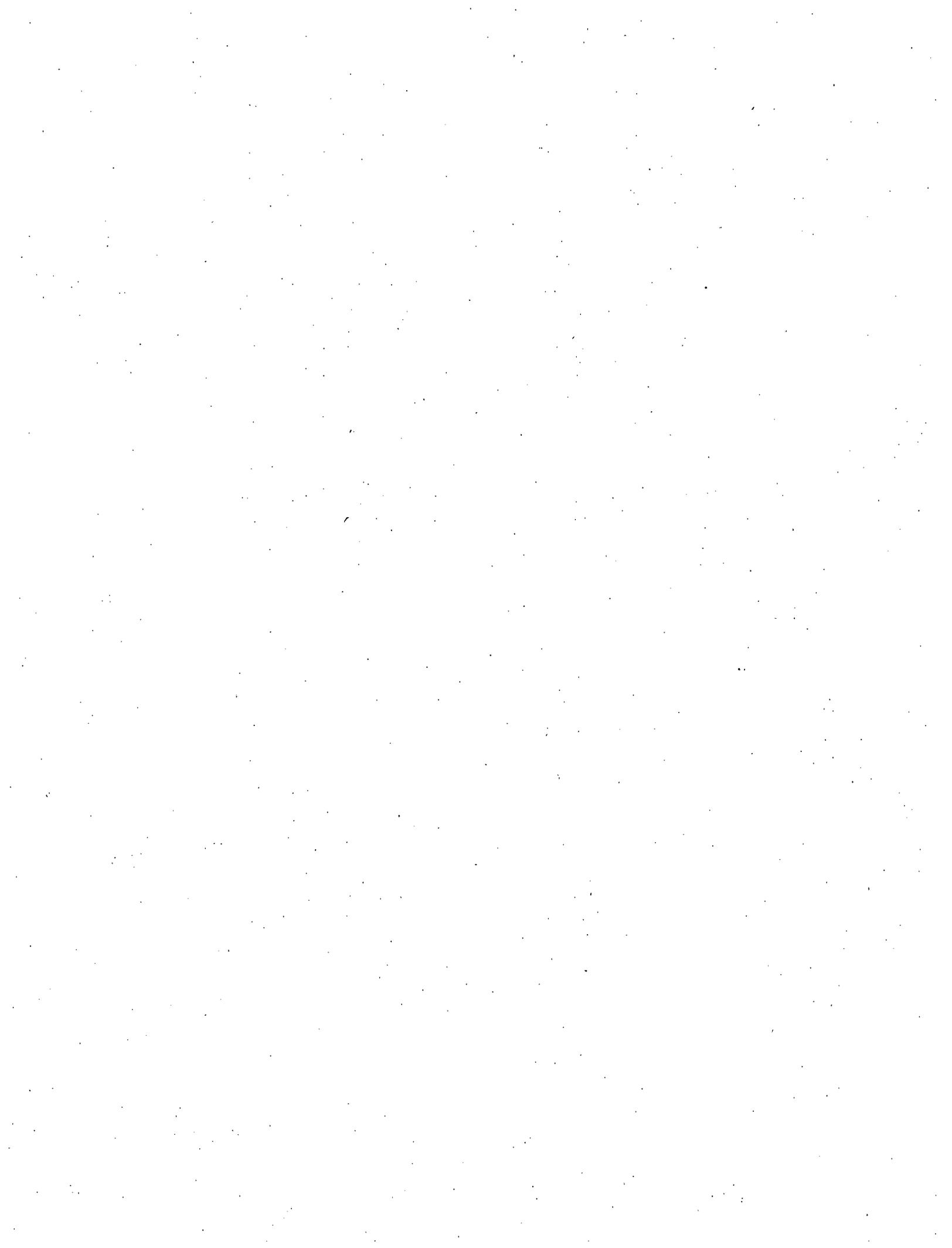
4. City reserves the right to periodically review the appropriateness of coverages and/or limits of liability in view of inflation and/or changing industry conditions and to reasonably require an increase in such coverages and/or limits of liability upon ninety (90) days' written notice to SIFF and provided such increases are reasonable with respect to market practices.

5. If SIFF fails to maintain insurance as required herein, the City may procure the same and charge SIFF for the full expense thereof, which SIFF shall pay upon demand.

6. SIFF shall not keep or use in or about the Premises any article, which is prohibited by City's insurance policy. SIFF shall pay immediately any increase in City's premiums for insurance during the term of this Lease that results from SIFF's use of the Premises.

**E. Evidence of Insurance**

Except with respect to Workers' Compensation insurance, before occupying the Premises, SIFF shall provide City with documentary evidence that it has complied with the insurance requirements hereunder, including coverages, limits of liability and other terms and conditions specified in this Section 8.



As respects CGL insurance, evidence of insurance must include a copy of the actual designated additional insured endorsement or blanket additional insured policy wording that documents that The City of Seattle is an additional insured for primary and non-contributory limits of liability.

As respects all coverages, each policy must include, and the documentation must demonstrate, that the policy will not be cancelled without at least thirty (30) days' written notice of cancellation having been delivered to the City, except in cases of non-payment of premium, in which case, cancellation may occur upon ten (10) days' written notice.

The certificate holder shall be:  
Seattle Center  
305 W. Harrison St., Room 109  
Seattle, WA 98109

Certification shall be sent to the City's Risk Manager at:  
Facsimile number (206) 470-1270 or as an email attachment to [riskmanagement@seattle.gov](mailto:riskmanagement@seattle.gov), with a copy to:

Juanita Woelfle  
Facsimile number (206) 615-0366 or as an email attachment to [Juanita.woelfle@seattle.gov](mailto:Juanita.woelfle@seattle.gov)

SIFF agrees that electronic documents transmitted to the City of Seattle shall constitute original copies and warrants the signature on the transmitted copy as the sender's certifying authorized representative's original signature. ORIGINAL HARD COPY CERTIFICATION IS NOT REQUIRED AND SHALL NOT BE SENT BY MAIL.

## 9. COVENANTS REGARDING OPERATION OF SIFF'S BUSINESS

**A. No Nuisances or Objectionable Activity:** SIFF shall not (i) permit any noise in excess of the amount normally generated by its business, odor, dust, vibration or similar substance or condition that the Director reasonably determines to be excessive considering SIFF's use, to remain on or be emitted from the Premises; (ii) interfere with access to or from the Premises or any other part of the Seattle Center or with the traffic thereon, or with any Seattle Center facility, business, activity or utility on or off Seattle Center grounds; (iii) create any nuisance in or adjacent to the Premises; or (iv) do anything on the Premises that will create a danger to life or limb.



**B. Fire Extinguishers within Premises:** SIFF shall install and maintain, throughout the Term, 2A-10BC-class fire extinguishers or alternatives approved by the Fire Marshal, in prominent locations on the Premises, and shall instruct its employees regarding their appropriate use. Such fire extinguishers shall be recharged at least once a year and immediately following any use. City has the right to verify compliance with this requirement at any time and to modify this requirement as necessary to conform to current Seattle Fire Department recommendations or requirements and to Seattle Center policies and procedures.

**C. Fire Alarm System within Premises:** SIFF shall, at its sole expense, install and connect to the Northwest Rooms' Fire alarm panel located in the Orcas Room, fully addressable equipment and devices necessary to bring the Premises into compliance with current Seattle Fire Department regulations.

**D. Objectionable Merchandise or Material:** SIFF shall not display or offer for sale or rent, or allow to be displayed or offered for sale or rent, on the Premises, any merchandise or other material that the Director, in the exercise of such official's sole discretion, determines will create a danger to life or limb or that may create a substantial litter or other maintenance problem at Seattle Center. SIFF will not display materials visible from the exterior of the Premises that portray The City of Seattle or Seattle Center or any aspect thereof in an incorrect, misleading, or unfavorable manner; that depict or suggest in words, symbols, illustrations, or other forms, any act of violence, or any lewd, immoral or obscene activity.

**E. Cross-Promotional Activities:** SIFF and the City will work cooperatively to develop and implement cross-promotional strategies to use the parties' respective communications systems and promotional tools to promote each other's events and activities..

**F. Promotional Materials; Incorporation of Seattle Center Logo:** SIFF shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of SIFF that refers to the Premises, including advertisements, posters, programs, but not including tickets, notice that the Premises are located at the Seattle Center, and/or the Seattle Center logo.

**G. Linked Websites:** SIFF shall maintain a link between its website and the Seattle Center website.

**H. Sponsorship Approval:** If SIFF procures sponsorship from entities that are in the business of manufacturing, selling, or distributing tobacco, hard alcohol or firearms, SIFF shall not advertise these sponsors in a manner visible to the general public inside or outside the Premises,



except that such sponsor's name may be a written part of the official title of an event at the Premises, but SIFF agrees that no logo, product representation or product distribution is permitted at the Premises. Before concluding any sponsorship agreement with another party that includes naming rights for the Premises or pouring rights at the Premises, SIFF shall submit the same to the Director for approval, and if not approved, shall modify the agreement if the Director so requests, in an effort to secure such approval.

I. **Operational Impacts:** On or before February 1 of each year during the Term, the parties' representatives shall meet to review the operational impacts of SIFF's program on Seattle Center operations and activities. To the extent reasonably practicable, SIFF shall promptly implement reasonable modifications to its program that the Director requests and that are intended to mitigate demonstrable adverse effects that SIFF's program is having upon Seattle Center operations.

J. **Notification of Casualties or Accidents:** SIFF shall promptly notify City of casualties or accidents occurring in or about the Premises or the Northwest Rooms.

K. **Deliveries:** All deliveries shall be made to a delivery location or entrance designated by the Director. Deliveries shall be made before 10:00 a.m. or such other time as the Director may from time to time designate. If SIFF requires any special delivery arrangements, it shall request permission therefor from the Seattle Center Contracts Office. Special events such as festivals, including festival "move-in" and "move-out" periods, may impact, modify or limit delivery times.

L. **Security:** SIFF shall provide all security for SIFF's use of and activities on the Premises, at SIFF's sole cost and expense. For events with public attendance (whether ticketed or not), Seattle Center may require SIFF to engage, at SIFF's expense, qualified personnel to provide crowd management including, but not limited to, enforcement personnel inside the Premises and in any area where SIFF's event attendees are impeding or interfering with movement or access on or around the Seattle Center campus.

## 10. UTILITY SERVICES

A. **Utility Services Provided by City:** City shall make heating, ventilation and air conditioning, and sprinkler and fire alarm system monitoring and maintenance available for the Premises. City shall collect solid waste and solid waste recycling from the exterior of the Premises, and shall specify the location of all exterior waste receptacles, the means of access thereto, and the frequency of service.



SIFF shall pay for these services as follows:

1. HVAC. HVAC cost allocations for heating and cooling shall be based on the percentage of square footage that the Premises bear to the entire Northwest Rooms and North Tunnel, which the parties agree is 19% (9,556 sq. ft./49,847 sq. ft. = 19%). The foregoing shall be adjusted for any change that may occur in the square footage, corrections in the measurement of the square footage that both parties agree are valid, or changes in the use of the Premises or the Northwest Rooms.

2. Solid Waste; Recycling. SIFF shall pay \$115.00 per month for garbage and recycling collection. This amount shall be adjusted annually, on the first day of each year throughout the Term to reflect changes in the CPI in the manner described in Section 4.C.

3. Sprinkler; Fire Alarm System. SIFF shall pay its share of sprinkler and fire alarm monitoring for fire alarm and sprinkler systems serving the Premises and shall reimburse Seattle Center for the actual cost, including salaries and benefits, for regular maintenance and confidence testing of the systems serving the Premises. The parties shall agree upon the allocation of such costs.

**B. Utility Services Provided by SIFF:** SIFF shall install, secure, maintain and repair, at its sole expense, any utility services necessary to conduct its operations on the Premises and which are not presently provided by the Seattle Center. Whenever possible, SIFF shall cause all utilities it installs to be separately metered and cause all bills for the delivery of such services to be sent directly to SIFF. If separate metering is not possible, the parties shall agree upon a methodology for allocating such costs prior to installation. SIFF shall pay before delinquency all fees and charges for all utility services provided to the Premises, including but not limited to telephone and data services, as well as for any special utility requirements and equipment, and for the installation, change and relocation of points and means of service of all utility lines and systems. SIFF shall have the right to choose the provider for such utility services subject to the Director's approval, with the exception of telecommunications services, as stated in Section 10.D, below.

**C. Additional Utility Capacity:** SIFF shall pay all costs associated with augmenting any existing utility services (including the fire sprinkler system) necessary or desirable for SIFF's use and occupancy of the Premises, including relocating or modifying any utility systems serving the Northwest Rooms, generally.



If SIFF desires to install lights or equipment that would exceed the capacity or design of the Northwest Rooms' existing utility systems, SIFF shall obtain the Director's prior consent for such installation, which the Director may condition upon SIFF's agreement to pay all costs for upgrades, relocations, renovations or revisions to Northwest Rooms' systems as may be necessitated by such equipment or lights. The Director may deny the change if the equipment or lights requested will, in City's reasonable judgment, overburden the Northwest Rooms' structural or mechanical, HVAC, plumbing or electrical system(s), even if supplemented at SIFF's expense.

**D. Telecommunications:** SIFF shall utilize the Seattle Center campus telecommunications provider for telephone and data services.

**E. Interruption:** Unless caused by Seattle Center's gross negligence or willful misconduct, City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of utility services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services shall be deemed an eviction of SIFF nor relieve SIFF from any of SIFF's obligations hereunder nor give SIFF a right of action against City for damages; provided, however, any interruption or failure of services in excess of 48 hours that results from Seattle Center's gross negligence or willful misconduct shall entitle SIFF to an abatement of rent for the duration of such interruption or failure. City has no obligation to provide emergency or backup power to the Premises. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be SIFF's sole responsibility.

## **11. PARKING**

As of the Commencement Date, the Seattle Center has "Cooperative Parking Status" under Title 23 of the Seattle Municipal Code. 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 SIFF's staff, suppliers or customers). All available Seattle Center parking shall be available on a first-come, first-served basis. City will provide SIFF with five (5) Seattle Center parking passes and will invoice SIFF therefor at the current monthly rate; however, possession of a parking pass does not guarantee a parking space will be available on any given day.



## 12. SIGNAGE, ADVERTISING & PUBLICITY

**A. Prohibited Promotion & Other Material:** SIFF agrees not to display, post or distribute any material (including posters) on any part of the Seattle Center, excluding the interior of the Premises that are not visible from the exterior and excluding exterior signs as described in Section 12.B below, except after receiving the Director's written approval therefor, which approval may be given, conditioned or withheld in the Director's reasonable discretion. On or before the expiration or termination 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, SIFF shall remove, at no expense to City, all materials it has so posted and correct any unsightly condition and repair any damage or injury to City property caused by such material and its removal. If any unauthorized material is not removed from City property by the date required, such material may be treated as SIFF property subject to removal and storage pursuant to Section 23 hereof.

**B. Signs:** SIFF may install signs on the exterior of the Premises identifying the building by name, its status as the site of "SIFF Group" and containing other information related to SIFF including, without limitation, program information, fundraising information and special SIFF announcements. The design, installation and location (but not the contents) of said signs shall be subject to the Director's prior written approval. If the Premises contain a library, lecture hall, and/or screening room that are available to the public, SIFF may also install exterior signage indicating the location, subject to such signage's approval by the Director. It is City's expectation that SIFF will install all approved permanent signage in a timely manner. Any temporary signage, if the Director approves such, may not be in place more than six (6) months, total. All signs and display materials that SIFF is authorized to post or display shall comply with applicable laws and regulations.

## 13. MAINTENANCE, CLEANING & REPAIR

**A. City Responsibilities:** City shall maintain the Building, the portions of the Premises described below and the Common Areas in good order and to a standard typical for Seattle Center facilities. Except for damages to the Premises caused by SIFF or its officers, contractors, agents, patrons, invitees, volunteers, licensees or employees, which SIFF shall repair at its sole expense, City shall, at City expense, repair and maintain the following portions of the Premises:

1. Roof and exterior walls: The roof, exterior windows and exterior walls of the Premises other than doors and locks; provided,



however, SIFF shall be responsible for exterior window washing, as described in Section 13.B.1.

2. Potable water, Wastewater and Sewer Pipes: Those portions of the potable water, wastewater and sewer pipes connected to the Premises, beginning five (5) feet from the exterior of the Premises.
3. HVAC system: Subject to the provisions of Section 4.D.1 hereof, the HVAC system and all component parts.
4. Sprinkler and Fire Alarm System: Subject to the provision of Section 4.D.3 hereof, the Sprinkler and Fire Alarm systems in the Premises and connected to the City systems.

In undertaking such maintenance, City shall make a good faith effort to not interfere with SIFF's business on the Premises. SIFF waives all claims for damages, including for any loss of business, resulting from City maintenance, cleaning and repair work except to the extent of City gross negligence or willful misconduct. There shall be no abatement or reduction of rent arising because of City's making of any repairs, alterations, or improvements except to the extent caused by the City's gross negligence or willful misconduct, or failure to make repairs, alterations, or improvements as required by this Section.

**B. SIFF's Responsibilities:** SIFF, at its sole expense, shall at all times keep the remainder of the Premises, including all of SIFF's improvements, alterations, and additions thereto, and SIFF's personal property, in good repair and in a serviceable and sanitary condition, reasonable wear and tear and damage by fire or other casualty not caused or contributed to by SIFF, excepted. In carrying out SIFF's responsibilities under this Section, SIFF, among other things, shall:

1. Regularly clean the exterior and interior glass in the Premises' windows and doors and replace any interior glass immediately if it should crack or break.
2. Maintain and repair all wastewater and sewer pipes within the Premises and up to five (5) feet from the exterior of the Premises.
3. Have all plumbing and plumbing fixtures inspected at least once every calendar year and cause all damage associated with any plumbing fixture, plumbing, or pipe to be repaired, all by professionals licensed to perform such functions. If SIFF fails to satisfy this repair obligation within four (4) hours after the Director notifies SIFF of any such damage, City may undertake such repair at SIFF's expense.



4. Maintain and repair the electrical system, including the main distribution service panel and all sub-panels serving the Premises, including conduits, wires, fixtures and lamps, exterior and interior doors and locks, interior finishes and accessories, the potable water system and wastewater system inside the Premises and up to five (5) feet from the exterior of the Premises, restroom stalls, and restroom dispensers. Only a licensed electrician shall perform work on the Premises' electrical systems.

If SIFF fails to timely fulfill any of its obligations specified in this Section, City may (but shall have no obligation to) undertake such work, and City shall have the right to enter the Premises for such purposes. If City undertakes any such work SIFF, SIFF shall, promptly upon receipt of a written statement, pay City the actual expenses City incurred in undertaking such work (including but not limited to Seattle Center labor and project management) plus an administrative charge of \$250.00.

If requested by SIFF, the City may maintain, clean and repair the Premises to the ordinary standards provided to other tenants, or as otherwise agreed upon by the parties. If the City performs these services, SIFF shall reimburse the City for the cost of these services plus an administrative fee to be negotiated by the parties or for a negotiated set fee. If SIFF requests City to perform such maintenance, cleaning or repair, SIFF shall be deemed to have waived all claims for damages resulting from City maintenance, cleaning and repair work except to the extent of the City's gross negligence or willful misconduct.

**C. Recycling of Waste Materials:** SIFF, at no cost to City, shall collect, sort and separate into such categories as may be legally required or required by Seattle Center rule, regulation or policy, 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 provided by Seattle Center for the purpose and removed by Seattle Center to the campus waste reduction facility for removal. City reserves the right to refuse to collect or accept from SIFF any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require SIFF to arrange for the collection of the same at SIFF's sole cost and expense using a contractor satisfactory to City. SIFF shall pay all costs, fines, penalties, and damages that may be imposed on City or SIFF as a consequence of SIFF's failure to comply with the provisions of this subsection.



**D. Public Health and Safety:** If it is necessary, to protect the public health and safety or to make repairs, alterations, additions or improvements in order for the Premises or any portion of the Northwest Rooms to remain in operation, City may erect barricades and scaffolding in and outside of the Premises, may enter the Premises and may otherwise interfere with the conduct of SIFF's business and operations where such action is reasonably required by the nature of City's work. If any such work necessitates the temporary cessation of SIFF's business or operations in, on or from the Premises, the Director shall notify SIFF of such necessity and the anticipated beginning and ending dates of such cessation. Rent shall be prorated during each month City requires SIFF's business operations to cease pursuant to this section and SIFF shall pay such prorated Rent during the cessation. The proration of Rent shall be the only relief available to SIFF, and SIFF waives all claims for damages and for any injury to or interference with its operations or business and losses occasioned by any such cessation. City agrees, when exercising the rights hereunder, to take every reasonable step to keep interruptions in SIFF's operations to a minimum including performing such work during SIFF's non-business hours when possible.

**E. Inspection for Maintenance Purposes:** The Director shall inspect the Premises at least once each year, at City expense, and shall provide a written report to SIFF containing findings and recommendations regarding necessary or advisable maintenance and repair. Within such time periods as the Director may reasonably specify, SIFF and City shall each perform such recommended repair and maintenance work as is their respective responsibilities under this Lease. The Director's inspection shall not relieve SIFF of any responsibility to inspect the Premises and perform such repair and maintenance work as it is otherwise obligated to perform under this Lease.

**14. CITY ACCESS TO, AND INSPECTION, REPAIR AND IMPROVEMENT OF PREMISES AND OTHER PROPERTY**

**A. Access to Premises:** In addition to City's right of access under Section 13.D, SIFF shall provide City and its agents with access to the Premises at all reasonable times to inspect the same and to make any inspection, repair or improvement the Director deems necessary, but this right of access shall not impose on City any obligation to make any repair, alteration, addition, or improvement except as specifically provided herein. City shall provide SIFF with reasonable notice of such inspection, repair or improvement. City shall be responsible for any costs borne by SIFF arising from such inspection, repair or improvement and any damages caused by City during such inspection repair or improvement to the extent caused by City's gross negligence or willful misconduct.



**B. Access to Electrical and Mechanical Rooms:** The City reserves for itself, and SIFF shall ensure that it has, unrestricted access to and use of the City Electrical and Mechanical Rooms adjacent the Premises at all times throughout the Term.

**CC. City's Use of Key to Premises:** SIFF shall provide the Director with keys with which to unlock all of the doors in, upon, and about the Premises, excluding SIFF's vaults, safes, files and equipment. In cases of emergency, City may use any and all means that the Director deems proper to open said doors in order to gain entry into the Premises, without liability to SIFF. The City's entry into the Premises pursuant to this Section 13 shall not be construed or deemed to be an eviction of SIFF or a forcible or unlawful entry into, or a detainer of, the Premises or any portion thereof.

**D. Northwest Rooms:** City shall at all times have exclusive control and management of the Northwest Rooms, except for the Premises, and no diminution of the Northwest Rooms shall be deemed a constructive or actual eviction or entitle SIFF to compensation or a reduction or abatement of Rent. City, in its discretion, may increase, decrease or change the number, locations and dimensions of the Northwest Rooms. City reserves the right from time to time to install, use, maintain, repair, relocate and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to the Premises or to other parts of the Northwest Rooms in areas above the ceiling surfaces, below the floor surfaces, within the walls and elsewhere in the Northwest Rooms.

## **15. COMPLIANCE WITH LAW**

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

**B. Licenses, & Other Authorizations:** SIFF shall obtain and maintain all required licenses, permits, and similar legal authorizations pertaining to the conduct of its business on the Premises, and comply with all requirements thereof.



**C. Taxes:** SIFF 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 SIFF's interest in this Lease and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A; and if the State of Washington makes any demand upon City for payment of leasehold excise taxes resulting from SIFF's occupancy of the Premises or withholds funds due to City to enforce collections of leasehold excise taxes, SIFF shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to City, contest such collection action and indemnify City for all sums expended by, or withheld by the State of Washington from City in connection with such taxation. If SIFF is exempt from any tax, a document from the taxing authority demonstrating SIFF's exemption must be provided to the Seattle Center Fiscal Services Department.

**D. Nondiscrimination:** SIFF 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 but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

## **16. ENVIRONMENTAL STANDARDS**

SIFF shall not, without City's prior written consent, keep on or about the Premises or the Northwest Rooms any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office and janitorial supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, SIFF shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City's request therefore, provide evidence satisfactory to City of SIFF's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. SIFF shall provide the Director with SIFF'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 SIFF receives from, or provides to, any governmental unit or agency concerning SIFF's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on or about the Premises.

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

Any and all costs and expenses City incurs in connection with City's inspections of the Premises and City's monitoring of SIFF's compliance with this Section 15, including City's attorneys' fees and costs, shall be additional rent and shall be due and payable to City within ten (10) days after City's demand therefor. SIFF shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to SIFF's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. In addition to all other indemnity provisions of this Lease, SIFF shall indemnify, defend, and hold City harmless from any and all costs, fees, penalties, charges and expenses, claims, suits, and liabilities assessed against, or imposed upon City, 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) as a result of SIFF's use, storage, disposal, transportation, generation and/or sale of Hazardous Substances. This indemnity shall survive termination or expiration of this Lease.

#### **17. CITY'S CONTROL OF BUILDINGS, GROUNDS & ACTIVITIES**

Notwithstanding any other provision of this Lease and without limiting the City's general authority over the Seattle Center and other municipal properties, City may, without liability of any kind:

- A. Physical Appearance:** Increase, reduce or change, in any manner and to any extent whatsoever, the number, appearance,



dimensions, and location of any and every Seattle Center walkway, landscaping element, parking, service area, and building.

**B. Traffic & Parking Regulation:** Regulate all traffic within and adjacent to the Seattle Center; and restrict or prohibit SIFF or any of its officers, employees, agents, suppliers, and invitees from parking motor vehicles on City property.

**C. Admission Charges:** Impose a reasonable charge for admission to the Seattle Center and any of the facilities therein, including parking facilities; provided that SIFF shall solely determine any admission charge to the Premises, except during dates outlined under Section 4.F above.

**D. Events:** Erect, display and remove promotional exhibits and materials and permit special events on the Seattle Center grounds and in or at any building and facility thereof.

**E. Rules & Regulations:** Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center.

**F. Hours of Operation:** Determine the days and hours that the Seattle Center and the various business operations therein will be open to the public, provided however, that if such change makes SIFF's use either illegal or commercially impractical, then this Lease shall be terminable by SIFF at SIFF's sole option.

**G. Other Businesses & Operations:** Change the size, number, type and identity of other businesses and operations being conducted or undertaken at Seattle Center, and authorize other others, directly or indirectly, to sell food, beverages, merchandise and services at Seattle Center, including any that may be identical or similar to that which SIFF offers. SIFF acknowledges and agrees that no representations have been made regarding, and this Lease is not predicated on, continued operation of the existing Seattle Center monorail.

**H. Interference:** Interfere with light, air or view, or SIFF's operations or use and occupancy of the Premises, either in connection with or as a result of operations by or for City in the construction of any public work or its subsequent use and occupancy, or the repair and maintenance of any City facility or improvement. City will make a good faith effort, however, to minimize such interference to the extent it is reasonably economical for City to do so.



## 18. ASSIGNMENTS, SUBLEASES & OTHER INTEREST TRANSFERS

**A. Director's Prior Written Consent Required:** SIFF shall not assign, mortgage, or otherwise transfer or encumber this Lease nor sublet the whole or any part of the Premises without the Director's prior written consent, which may be withheld or conditioned in the Director's sole discretion, except as provided in Section 18.C, below. Consent to any particular assignment, subletting, or transfer shall not waive the need for consent to any subsequent assignment, subletting or transfer. Notwithstanding the foregoing, nothing herein shall prohibit SIFF from licensing part or all of the Premises to other film organizations for short-term events consistent with the permitted Use, but such licensing shall not relieve SIFF of its obligations as described herein.

**B. Transferee's Obligations; Documentation:** If the Director approves an assignment, transfer or sublease, other than a short-term event license as described above, the assignee, transferee or sublessee shall assume, in writing, all of SIFF's obligations under the Lease with respect to the portion of the Premises involved, and such assignee, transferee or sublessee must agree, in writing, to be jointly and severally liable for the performance of all of SIFF's obligations under this Lease.

Every proposed sublease, assignment, or other interest-transferring agreement shall be submitted to the Director for review and approval or disapproval before execution by the proposed subtenant, assignee, or other transferee, and not less than fourteen (14) calendar days before the commencement date of the proposed subtenant's, assignee's, or transferee's intended use of any portion of the Premises or the assumption of any right or interest in any portion of the Premises or this Lease.

**C. Change of SIFF's Organizational Structure Constitutes Assignment:** Any change in the non-profit nature or organizational structure of SIFF shall be deemed an assignment and shall be subject to the Director's reasonable approval.

**D. SIFF's Authorization to Use Premises Constitutes Assignment or Sublease:** If SIFF permits anyone to occupy all or any portion of the Premises for any purpose not within the intent of this Lease or any approved sublease, such permission shall be deemed an unauthorized assignment or sublease and shall constitute a material breach of Lease.



## **19. EXCUSE & SUSPENSION OF OBLIGATIONS (FORCE MAJEURE)**

If a party's performance under this Lease is prevented by an unforeseeable 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, then performance of such affected obligation shall be suspended (excluding, however, any monetary obligations, which shall continue to be due and payable), 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 suspension.

## **20. DAMAGE OR DESTRUCTION**

**A. Report of Damage or Destruction:** SIFF 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 or any of SIFF's improvements thereto that is not readily knowable by the Director or the Seattle Center staff, within twenty four (24) hours after its discovery.

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

If the Premises or Building are damaged or destroyed by fire or other casualty and any of the following circumstances apply, then this Lease may be terminated as provided below. In the event of such termination, SIFF shall promptly pay City the full amount of any insurance proceeds to which it is entitled on account of damage or destruction to SIFF's tenant improvements.

1. Either party may terminate the Lease if fifty percent (50%) or more of the Premises are damaged or destroyed.
2. City may terminate the Lease if City desires to discontinue SIFF's operations because of substantial destruction of the Building or other part of Seattle Center, regardless of whether the Premises are destroyed or damaged.
3. SIFF may terminate the Lease if reasonably determines that the total insurance proceeds payable to SIFF, together with the amount of any applicable deductible, are insufficient to enable the Premises to be rebuilt, repaired and restored after their damage or destruction to a condition suitable to continue the permitted Use hereunder.

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.



**C. Rebuilding, Repair & Restoration.** If this Lease is not terminated following an event of damage or destruction, then SIFF or City, at City's election, shall promptly repair or restore the Premises as nearly as possible to their condition immediately before the damage or destruction, using all available insurance proceeds together with any insurance proceeds payable to City that City in its sole discretion agrees to apply to the Premises. Upon completion of the repairs or restoration, SIFF shall immediately re-occupy the whole of the Premises, the Rent abatement or reduction provided pursuant to this Section 20.D, if any, shall be discontinued and the full Rent shall again be due and payable. City shall not be liable to SIFF for damages, compensation or any other sum for inconvenience, loss of business, or disruption arising from any repair to or restoration of any portion of the Premises or the Building in which the Premises are located.

**D. Rent Obligation in Event of Damage or Destruction:** If the Premises are destroyed or damaged by fire or other casualty not caused by an act or omission of SIFF or any of its officers, employees, contractors, agents, invitees, or guests, and such destruction or damage is so extensive as to render the Premises unusable (either because of the need to rebuild or to clean and refurbish the same) and SIFF has given City timely notice of such destruction or damage, SIFF's obligation to pay Rent shall be abated until the date that the Premises are usable or should have been made usable had SIFF diligently prosecuted such repair, rebuilding, and restoration work. The Director shall reasonably determine whether the Premises are unusable and the duration of any such Rent abatement and shall notify SIFF of the determination, in writing. If only a portion of the Premises are damaged or destroyed by fire or other casualty as stated above, SIFF's Rent shall be reduced in proportion to the extent of the Premises rendered unusable for the permitted Use, as reasonably determined by the Director, who shall notify SIFF of the extent and duration of the reduction, in writing.

## **21. DEFAULT & BREACH**

**A. Definition:** If SIFF fails to keep or perform any covenant, term or condition of this Lease beyond any applicable cure period, or if SIFF files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for SIFF's assets or if SIFF makes an assignment for the benefit of creditors, or if SIFF is adjudicated insolvent, SIFF shall be in default of this Lease ("Default").

**B. City's Notice of Default & Breach:** If SIFF is in Default, City shall provide written notice to SIFF, specifying the nature of the Default and City's intention to terminate this Lease if the Default is not corrected within



thirty (30) days; provided, however, that if the nature of SIFF's obligation is such that more than notice period is required for performance, then SIFF shall not be in default if SIFF commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

**C. Remedies:** If SIFF fails to timely cure any Default City may (a) terminate this Lease without any further proceedings and (b) re-enter the Premises and lease and license others to use the Premises during any portion of the period of use remaining under this Lease had it not been terminated, and receive compensation therefor. Such re-entry shall not extinguish SIFF's liability for the Rent and any other sums due City under the Lease; provided, that SIFF shall only be required to pay to City the difference between what City would have received under the Lease had the re-entry not occurred and the rent City is able to recover in mitigation. City shall take reasonable steps to mitigate any damages due to SIFF's termination, as further described in Section 21.E, below. SIFF's payments due hereunder, if any, shall be made monthly, within thirty (30) days after the date of City's invoice to SIFF and shall be subject to the late fees and interest provided for in Section 5 of this Lease. SIFF shall also be liable for and shall reimburse City for any other amount City incurs as a result of SIFF's Default including, but not limited to, any costs or expenses City incurs in retaking possession of the Premises, maintaining or preserving the Premises after such Default, preparing the Premises for reletting to a new tenant (including repairs or alterations to the Premises for such reletting), leasing commissions, and any other costs necessary or appropriate to relet the Premises. If City re-enters the Premises, City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at SIFF's expense and risk. SIFF's obligations under this Section shall survive the termination of this Lease.

**D. Adequate Security:** If a petition is filed by or against SIFF under any provision of the Bankruptcy Code or successor act, City reserves the right to require SIFF to post a cash bond with City equal to six (6) months' Rent plus such additional sums as to provide City with adequate security for SIFF's performance of its obligations under this Lease.

**E. Criteria for Substitute Tenant:** City's obligation to mitigate damages after a Default that results in City's regaining possession of all or part of the Premises shall be satisfied, in full, if City undertakes to lease the Premises to another tenant (a "Substitute Tenant") in accordance with the following criteria:

City shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Premises until 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 SIFF.

City shall not be obligated to offer the Premises to any prospective tenant when other Premises on the Seattle Center suitable for that prospective tenant's use are currently available, or will be available within three months from the date of Default.

City shall not be obligated to lease the Premises to a Substitute Tenant for a rental less than the lower of (1) the Rent SIFF was paying, or (2) the current fair market rental then prevailing for comparable facilities in the same market area as the Seattle Center.

City shall not be obligated to enter into a new lease under terms and conditions that are unacceptable to City under City's then-current leasing policies for comparable space at the Seattle Center.

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. 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:

1. SIFF pays any such sum to City in advance of 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 City may be entitled to as a result of SIFF's default under this Lease); or
2. 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.

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

1. disrupt the tenant mix or balance of the Seattle Center;
2. violate any restriction, covenant, or requirements contained in the lease of another tenant of the Seattle Center;
3. adversely affect the reputation of the Seattle Center; or
4. be incompatible with the operation of the Seattle Center as a first-class event and cultural community-gathering center.



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

## **22. 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 remedy available at law. The use of one remedy shall not be taken to exclude or waive the right to use another.

## **23. SURRENDER OF PREMISES**

**A. Surrender & Delivery:** Upon the expiration or termination of this Lease, whichever is earlier, SIFF shall surrender the Premises in a broom-clean condition, reasonable wear and tear excepted. SIFF shall promptly deliver to the Director all keys SIFF and any of its officers, agents and employees have to the Premises or any other part of the Seattle Center. Immediately after vacating the Premises and their surrender to City, a representative of SIFF and City shall jointly inspect the Premises to determine their condition. The Director shall summarize the results of such inspection on a "Premises Inspection Report," a copy of which shall be provided to SIFF. If the Director determines that SIFF has failed to surrender the Premises in a broom-clean condition, the Director may have the Premises cleaned at SIFF's expense, including administrative costs.

**B. Removal of SIFF's Property:** Before the expiration of this Lease, or if this Lease is terminated, then within fifteen (15) days after the termination date, SIFF shall remove, at its sole expense, all trade equipment and personal property owned or installed by SIFF in or on the Premises, unless the Director agrees, in writing, that any items may stay. In removing its property, SIFF shall take care to not injure or damage the Premises and shall repair the Premises as necessary to restore them to their condition as of the commencement date of this Lease, ordinary wear and tear and approved improvements, additions, and alterations excepted.

**C. Storage of SIFF's Property:** If SIFF fails to remove its trade equipment and personal property as required, City may, but shall not be



required to remove such material from the Premises and store the same, all at SIFF's risk and expense. If City removes or arranges for the storage of such material, SIFF shall reimburse City for all costs related to the removal, including any restoration and administrative costs.

**D. No Claim for Removal:** SIFF shall not make any claim or demand upon City nor shall City be liable for any inconvenience, annoyance, disturbance, or loss of business or any other damage suffered by SIFF arising out of removal operations under this Section.

## **24. NOTICES**

All notices from either party to the other required hereunder shall be in writing and delivered or mailed, postage prepaid, to the intended recipient at the address specified on the signature page of this Lease, or to such other address as may be specified from time to time by either party, by notice to the other party.

## **25. NO RELATIONSHIP ESTABLISHED**

City is not a partner, associate, or joint venturer of SIFF, or any party associated with SIFF. SIFF is not an agent of City for any purpose whatsoever. SIFF shall not create any obligation or responsibility on behalf of City or bind City in any manner.

## **26. AUTHORITY OF DIRECTOR**

No action of the Director pursuant to or in implementation of this Lease shall constitute any official action by any other City department or official that may be required by law, ordinance, rule or regulation before SIFF may rightfully commence, suspend, enlarge, or terminate any particular undertaking or exercise any particular right or privilege under this Lease. Except as specifically provided to the contrary in any other Section of 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 the authorized representative of each of the parties hereto.

## **28. NO WAIVER**

Nothing other than a written document signed personally by the Director or such official's designee and specifically declaring a City intent to waive a particular breach or Default by SIFF shall constitute a waiver of such breach or Default. No such document shall waive SIFF'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 any Rent, other sums due, 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.

## **29. USE OF LANGUAGE**

Terms used in the masculine gender herein include the feminine, and vice versa; and terms used in the singular or plural include the other, as the context may require.

## **30. CAPTIONS**

The titles of Sections or other parts of this Lease are for convenience only and do not define or limit the contents.

## **31. 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.

## **32. BINDING EFFECT**

The provision, covenants, and conditions contained in this Lease apply to bind the parties, their legal heirs, representatives, successors, and assigns.

## **33. NO BROKER**

SIFF represents and warrants that there is no claim for any brokerage commission or finder's fee in connection with the execution of this Lease.

## **34. INSTALLATION OR INTEGRATION OF VISUAL ART WORKS PROHIBITED WITHOUT DIRECTOR'S CONSENT**

**A. Approval:** 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. SIFF 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 Director's consent to an installation 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 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 because of such removal is undeniable; or
2. If SIFF delivers to City a waiver appropriately executed by the art work creator, for the benefit of 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 City and the requirements of 17 U.S.C. §106A(e), as the same now exists or is hereafter modified; or
3. If City 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 City.

**B. Notice:** If the creator of any work of visual art installed in the Premises by or for SIFF has not executed a waiver, or such creator and City have not executed a consent agreement, each as described herein, SIFF shall ensure that, before 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 SIFF 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 SIFF or any of its officers, employees, or agents, is filed or lodged against City in its capacity as the Premises owner.



**C. SIFF's Indemnification of City Against Liability under Visual Artists Rights Act of 1990:** In addition to all other indemnity provisions of this Lease, SIFF shall protect, defend, and hold 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 because of its removal; or (c) any breach of this section; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by SIFF or any of its officers, employees or agents. This indemnification obligation shall exist regardless of whether City or any other person employed by 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.

### **35. ACKNOWLEDGEMENT OF NEGOTIATED LEASE; APPLICABLE LAW**

The parties to this Lease acknowledge that it is a negotiated lease, that they have had the opportunity to have the 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. This Lease shall be governed by, and construed under the laws of the State of Washington. The venue of any action brought to enforce the terms of this Lease shall be King County Superior Court.

### **36. EMINENT DOMAIN**

**A. Total Taking:** If there is a Total Taking, this Lease shall terminate as of the date of the taking of physical possession of the Premises. A "Total Taking" shall be defined as when (i) the entire Premises are taken or appropriated under the power of eminent domain (other than by City of Seattle), or (ii) when less than the entire Premises are taken or appropriated under the power of eminent domain (other than by City of Seattle), but where SIFF's use of the Premises is materially interfered with. Upon the date of such taking or transfer, the Term of this Lease shall expire as fully and completely as if such date were the date hereinabove set forth for the end of the Term of this Lease and SIFF shall thereupon vacate the Premises, without prejudice to any rights and remedies accrued to City under this Lease before such termination and any Rent paid or payable by SIFF shall be adjusted as of the date of such termination.



**B. Partial Taking:** If there is a "Partial Taking," defined as a taking or appropriation under the power of eminent domain (other than by City of Seattle) other than a Total Taking, then the Lease shall continue in full force and effect; provided, however, that City shall proceed as promptly as is practicable to restore the Premises to an architectural unit as nearly comparable as is reasonable to the unit existing just before such taking or transfer to the extent that such restoration can be accomplished with the available condemnation proceeds, and the Rent shall be abated in the ratio which the part of the floor area of the Premises so taken or transferred, if any, bears to the entire floor area of Premises immediately before such taking or transfer.

**C. Condemnation Award:** The entire award for the taking under any right of condemnation or eminent domain or any transfer in lieu thereof shall belong to City, and SIFF shall not be entitled to any part thereof or entitled to recover damages for the loss of its leasehold estate or other interest in the Premises and hereby assigns to City, subject to the following sentence, all of its right, title and interest in and to any such award. SIFF shall have the right, however, to independently claim and recover from the condemning authority compensation for any loss to which SIFF may be put for SIFF's relocation assistance, moving expenses or taking of SIFF's personal property (not including SIFF's leasehold interest); provided, that such damages may be claimed only if they are awarded separately in the eminent domain proceedings and not out of or as part of the damages recoverable by City.

### **37. ENTIRE AGREEMENT.**

This instrument, including the exhibits and attachments hereto, and the Construction Agreement referred to in Section 36.B, constitute the entire agreement between City and SIFF relative to the Premises. City and SIFF agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are superseded by this Lease.

### **38. EXHIBITS**

The following exhibits are made a part of this Lease:

- Exhibit A: SIFF Mission Statement
- Exhibit B: Premises Floor Plan
- Exhibit C: Seattle Center Vision Statement
- Exhibit D: Seattle Center Rules and Regulations
- Exhibit E: Outline of Authorized Tenant Improvements



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below:

SIFF:

CITY:

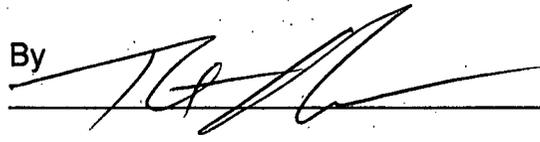
THE SIFF GROUP

CITY OF SEATTLE

By



By



Deborah Person, Executive Director  
The SIFF Group

Robert Nellams, Director  
Seattle Center Department

**BUSINESS ADDRESSES FOR NOTICES**

SIFF – after Alki Room occupancy:

Attn: Executive Director

The SIFF Group

305 Harrison Street

Seattle, WA 98109

PHONE NO.: (206) 464-5830

CITY OF SEATTLE:

Manager, Contracts & Concessions

Seattle Center Department

305 Harrison Street, Room 322

Seattle, WA 98109

PHONE NO.: (206) 684-7114

SIFF – prior to Alki Room occupancy:

Attn: Executive Director

The SIFF Group

400 9<sup>th</sup> Avenue North

Seattle, WA 98109

PHONE NO.: (206) 464-5830





CAROLINE I. SMITH  
PUBLIC  
BY CAROLINE I. SMITH  
MAY 19 1911

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 5<sup>th</sup> day of June, 2008, before me, a Notary Public in and for the State of

Washington, duly commissioned and sworn, personally appeared Robert Nellams, to me known to be the Seattle Center Director for THE CITY OF SEATTLE, the entity that executed the foregoing Lease as lessor; and acknowledged to me that he/she signed the same as the City's free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for the City.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgement is the person whose true signature appears on this document.

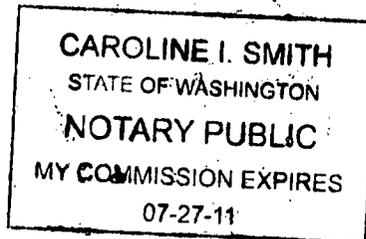
WITNESS MY HAND AND OFFICIAL SEAL the day and year in this certificate above written.

Caroline I. Smith  
Signature  
Caroline I. Smith  
(Print or Type Name)

NOTARY PUBLIC in and for the State of Washington,

Residing at Seattle

My commission expires: 7-27-11



CAROLINE SMITH

DEPARTMENT

OF THE

SECRETARY

1917

# Exhibit A

to the  
Lease between the City of Seattle and SIFF Group

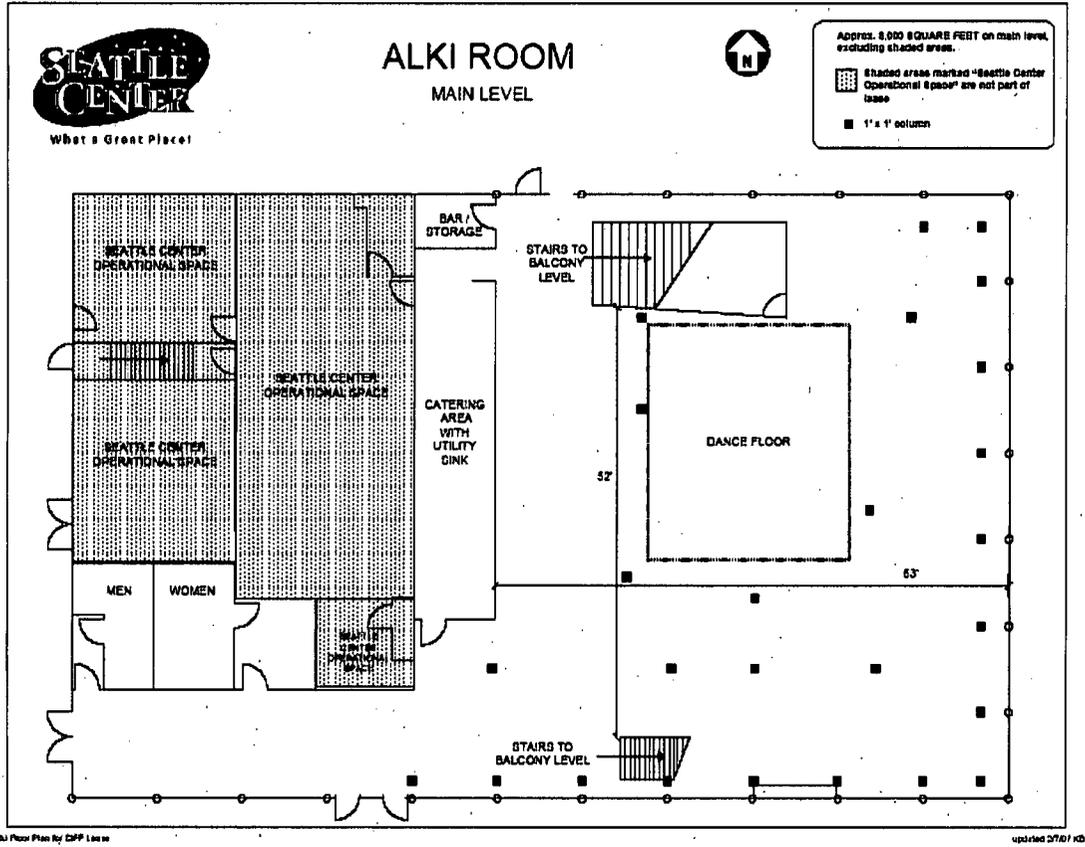
## **SIFF Mission Statement:**

*SIFF creates experiences that bring people together to discover extraordinary films from around the world. It is through the art of cinema that we foster a community that is more informed, aware, and alive.*



# Exhibit B (2 pages)

To the Lease between City of Seattle and SIFF Group



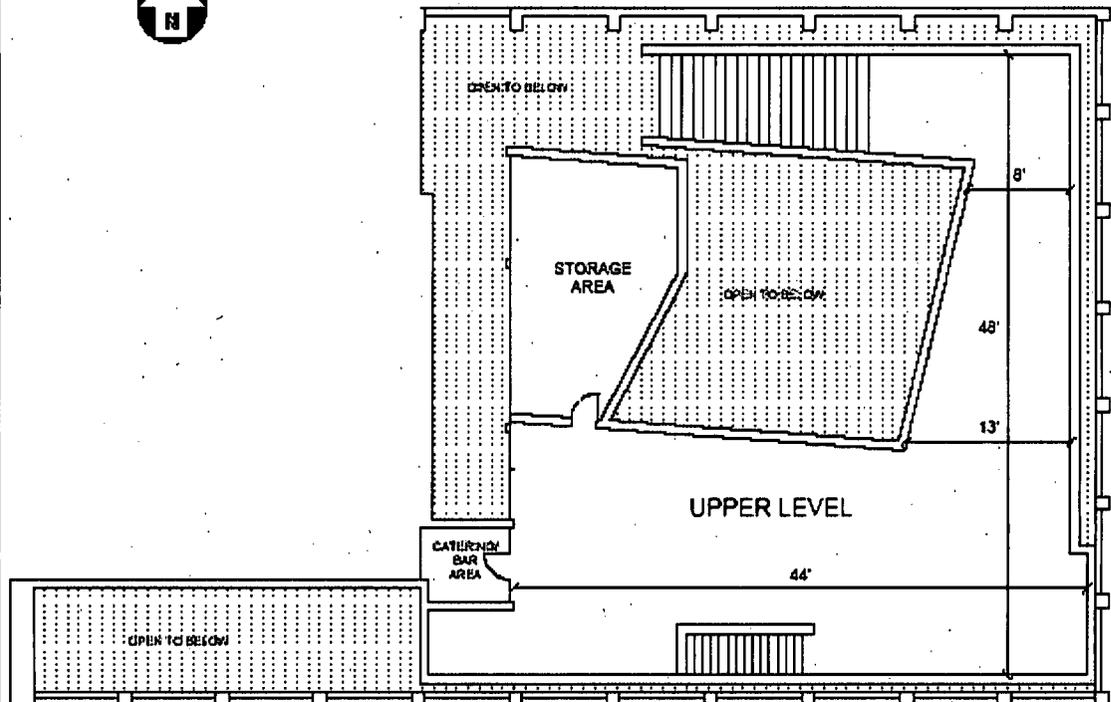




What a Great Place!

# ALKI ROOM

## UPPER LEVEL



ADD floor upper level to CFP 12230

UPDATED 2/20/07 AS



## EXHIBIT C

To the Lease between City of Seattle and SIFF Group



**What a Great Place!**

### SEATTLE CENTER VISION STATEMENT

We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals, community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community.



**SEATTLE CENTER CAMPUS RULES**

**Seattle Center Vision Statement**

We are the nation's best gathering place. Supported by the people of Seattle, we are home to the finest cultural and educational organizations, sports teams, festivals, community programs and entertainment facilities. We exist to delight and inspire the human spirit in each person and bring us together as a rich and varied community.

**A: General Provisions**

Seattle Center is a department of the City of Seattle. It is a beautiful 74-acre landscaped campus that includes theaters, arenas, museums, and other public facilities. Its roots reach back more than 100 years as a site of Native American celebrations. Seattle Center is a reflection of the Northwest itself: the cultural diversity; the commitment to the arts, to the environment, and to education; and the love of sports and quality entertainment. With over 10 million visitors a year, it is the fourth largest visitor destination in the United States.

**B: Purpose**

These rules are intended to help provide for the safe enjoyment of all that Seattle Center has to offer. Prohibited and inappropriate behavior on the Seattle Center Campus diminishes these precious assets and deprives citizens of the full use and enjoyment of the natural beauty, recreational opportunities and peaceful repose that the Seattle Center campus provides in the center of an urban setting.

All persons on the Seattle Center campus shall be governed by these rules and regulations and by order and instructions of the Seattle Center Director relative to the use or occupation of any part of the Seattle Center grounds or buildings and shall comply with written or oral instructions issued by the Director, Seattle Center employees, Seattle Center authorized agents, or Seattle Police to enforce these regulations.



## C: Definitions

Unless clearly inconsistent with the context in which used, the following definitions apply:

1. **"Adequate leash"** means a leash of six (6) feet in length or shorter.
2. **"Buildings"** means all enclosed or sheltered areas on the campus, including inside buildings, under covered walkways and under building overhangs.
3. **"Camp"** means to erect a tent or other shelter, or to use sleeping equipment, such as sleeping bags, blankets, cardboard, tarps or similar coverings for the purpose of sleeping.
4. **"Campus"** means all grounds and all buildings, including gardens, lawns, open spaces, fountains, streets, roads, pathways, parking lots, garages, plazas, and sculptures that comprise the areas under the control of Director of Seattle Center, as shown on Exhibit 'A' attached.
5. **"Captive Audience"** means any person or group of persons: 1) waiting in line to obtain tickets or food or other goods or services, or to attend any Seattle Center event; 2) attending or being in an audience at any Seattle Center event; or 3) seated in any seating location where foods or beverages are consumed.
6. **"Commercial Activity"** means any business activity, profession, trade or occupation requiring a City of Seattle Business License; any activity that is taxable under the City of Seattle's Business and Occupation tax; any activity engaged in with the object of financial gain, benefit or advantage, directly or indirectly, or any activity, including commercial speech, that proposes or offers an exchange of valuable consideration for goods or services at the time of the proposal or in the future, for consummation on or off campus. Commercial Activities include but are not limited to vending, food concessions, advertising, promotion, filming, exhibits, commercial photography, placement of telecommunication relay devices or fiber optic devices, airspace use, sub soil rights, and giving away products such as, but not limited to, food, gum, and medicines.
7. **"Commercial Speech"** means any speech relating to commercial activities.
8. **"Director"** means the Seattle Center Director or his or her designee.



9. **"Exclusion Notice"** means that the recipient is no longer invited, licensed, permitted or otherwise privileged to remain on the premises of the campus from which he or she was ordered to leave. The Exclusion Notice shall be in writing and shall contain the date of issuance. The Exclusion Notice shall specify the length and places of exclusion. The issuing individual shall sign it. Warning of the consequences for failure to comply shall be prominently displayed on the notice.
10. **"Grounds"** means all outdoor areas of the campus.
11. **"License"** means a negotiated written agreement with Seattle Center, which authorizes a person or entity to engage in a specific use, or activity on a portion or all of the Seattle Center campus.
12. **"Political Speech"** means verbal or written communication intended to convey a non-commercial political, religious, and philosophical or other similar message to the public, and includes distributing literature, seeking petition signatures, picketing, demonstrating, or carrying signs.
13. **"Seattle Center Campus Rules"** means these rules or other rules so entitled and promulgated by the Director.
14. **"Speech Activities"** includes both political speech and commercial speech. Speech activities does not include activity conducted by City employees or licensed concessionaires.
15. **"Street Performer"** means a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event sponsored by the Seattle Center or by a Seattle Center licensee.
16. **"Street Performer Permit"** means a written authorization issued by Seattle Center pursuant to these or other applicable rules to an individual to engage, consistent with these rules and with all applicable laws, in street performances at designated locations on the Seattle Center campus.
17. **"Violation"** means an act or omission or combination thereof that is contrary to any campus rule or any civil or criminal provision of the Revised Code of Washington, the Seattle Municipal Code, or other applicable law.



18. **"Weapon"** means any firearm or any instrument designed or intended to propel a missile of any kind, or any knife having a blade of three inches or more, or any straight-edge razor, spring stick, metal knuckles, blackjack, bat, club or other bludgeon-type instrument, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, such as nun chahkas, nunchakus or shurikens, or chains, or whips, or stars, or darts, or stun gun, or taser, or any disc having at least two points or pointed blades which is designed to be thrown or propelled.
19. **"Weapon violation"** means possession or use of a weapon in violation of Chapter 9.41 of the Revised Code of Washington, Chapter 12A.14 of the Seattle Municipal Code or other applicable statute or ordinance.

#### **D: Director's Authority – Rulemaking – Enforcement**

The Director shall have the power to enforce these rules. The Director may, in accordance with SMC 17.04.040 of the Administrative Code, adopt, amend and rescind rules in order to manage and control the campus.

#### **E: Licenses**

The following activities require a license. Engaging in any activity requiring a license without a valid license is a violation of these rules. Licenses shall not be required for participants in Seattle Center produced or financially sponsored programs, or for activities conducted under a lease or other contract with Seattle Center.

1. Conducting any Commercial Activity on the grounds or in any buildings.
2. Other activities that constitute an exercise of dominion or control over a portion of the Seattle Center campus, thereby limiting the general public's ability to use that area of the campus.
3. Use of the Seattle Center name or logo or any of the Seattle Center's images, exclusive representations, copyrighted or proprietary material, for commercial purposes.



4. Posting any signs, posters, banners, notices, or A frames; placing or erecting any structure or obstruction of any kind within the campus, whether temporary or permanent.
5. Making any improvement to or on the campus or construction of a public work, or placement of visual art.
6. Using any outdoor electrical power outlet or indoor electrical power outlet for use outside; or laying cables or extending wires on the campus.
7. Festivals, programs and other events.
8. Use and/or occupancy of all or a portion of any facility, room or part or all of the campus; and constituting the exclusive use therefore.
9. The Use of sound or voice amplification equipment on the campus.
10. The placement of tables, stands, or other structures on the campus.
11. Storage of placards, boxes or supplies on the campus.
12. Posting of signs, posters, literature, notices or similar on the campus.
13. The use of any flammable liquids.

**a. Terms and conditions of Licenses**

The Director may condition a License or impose such terms and conditions as appropriate to protect the health, safety and welfare of the public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and to require the user to leave the area under License in a condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage to a member of the public as a result of the event or activity and/or make a reasonable security and damage deposit, or provide a bond. The Director shall have full discretion as to the terms of the License, and shall have the authority to immediately suspend or terminate such without prior notice upon



violation of applicable law, a Seattle Center Campus Rule or any term or condition of the license.

The Director has the authority to suspend a License during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center programming, Seattle Center sponsored or co-sponsored events, or exclusive licensed activities.

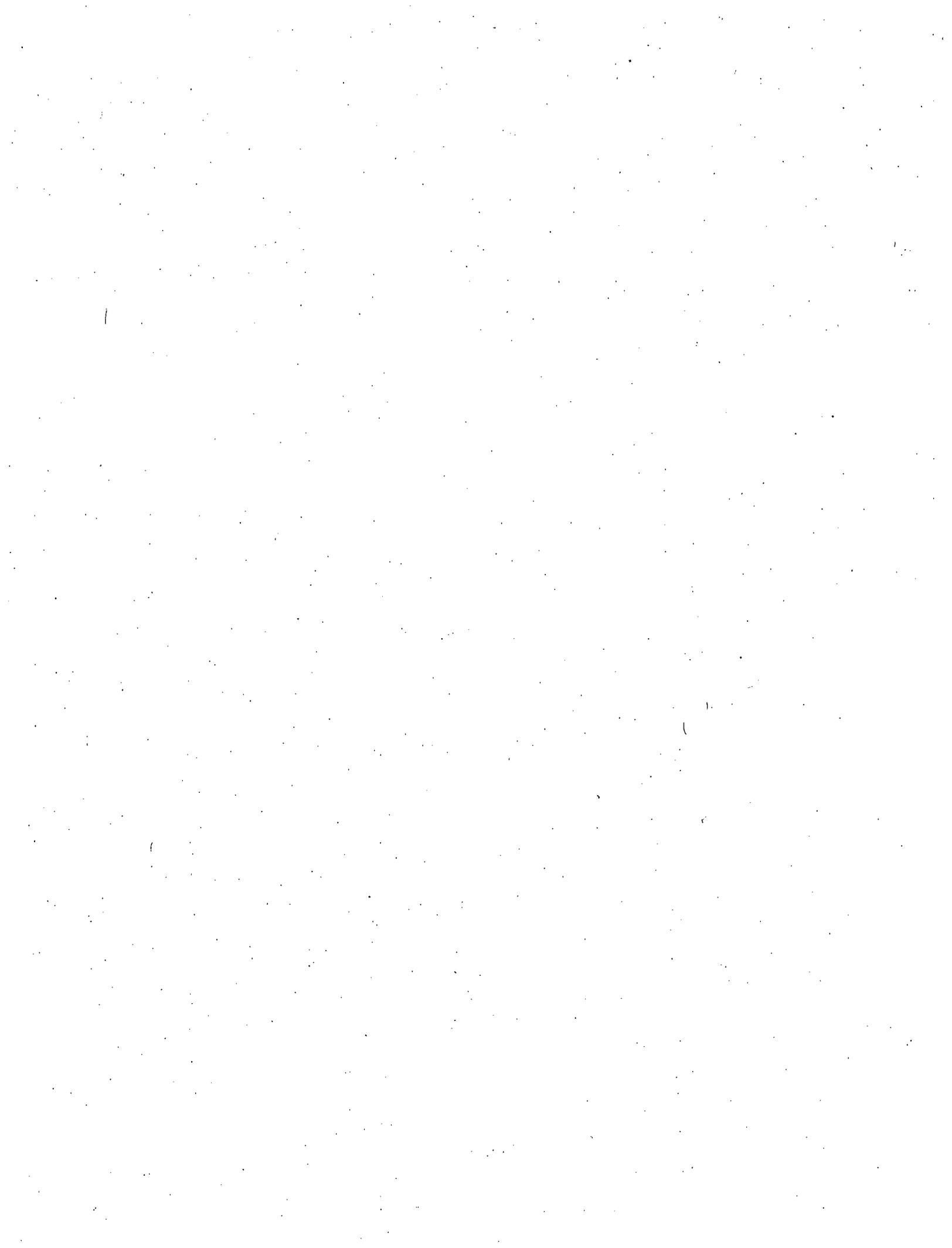
All Licenses shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the License so states, upon shorter notice.

**b. License Fees**

The Director is authorized to charge fees for licensed activities. Fees can be based solely upon or in combination with a percentage of gross sales, a one-time flat fee, a fee per each instance the licensed activity is exercised, the recovery of Seattle Center costs associated with the License issuance and authorized activities. Issuance of a License shall also be subject to payment of fees, taxes or charges as required by ordinance or authorized by resolution of the Seattle City Council, or pursuant to King County or State of Washington requirements, or all applicable laws.

**c. Refund of deposits and fees**

The Director is authorized to refund fees, on a prorated basis, upon cancellation of a License and to return all or any portion of any security and damage deposit when no longer needed or after costs that may be charged against the License have been paid.



## **F: Street Performers**

The following rules govern performances by individual Street Performers on Seattle Center campus including, but not limited to, musicians, mimes, jugglers and balloon artists:

### **1. Individual Street Performer Permit Application Process**

Applications shall be made in writing upon a form prescribed by the Director that may require all information reasonably necessary to identify the applicant and to allow assignment of designated locations for performances on the Seattle Center campus.

A Street Performer Permit is issued upon Director's satisfaction that the information set forth in the application is true, the applicant has executed a statement stating that he or she will comply with applicable law and all provisions of the Seattle Center rules, and has paid the applicable application fee. The Permit shall be subject to suspension or revocation for material change in the matters set forth in the application, for violation of any Seattle Center rule or regulation, or for violation of any applicable law. A reasonable application fee, related to administrative costs, may be charged.

Permits, when issued, shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance. An applicant must be 18 years of age or older to obtain a Permit. Applicants under the age of 18 must have a parent or guardian who is 18 years of age or older co-sign their application.

### **2. Terms and Conditions of Permits**

The Director may condition the Street Performer Permit or impose such terms and conditions as appropriate to protect the health, safety and welfare of the



public and/or the campus; to protect property; to avoid or limit unnecessary interference with other uses or users of the campus; to minimize disturbance of the surrounding neighborhood; and to require the user to leave the area under Permit in the same condition after the activity or event as it was beforehand. For this purpose, the Director may require the user to: furnish public liability and property damage insurance, naming the City of Seattle as an additional insured, in such amounts as reasonably necessary to provide recompense for personal injury or death or property damage to a member of the public as a result of the event or activity; make a reasonable security and damage deposit; or provide a bond. The Director shall have full discretion as to the terms of the Permit, and shall have the authority to immediately suspend or revoke such without prior notice upon violation of applicable law, a Seattle Center rule, including these Seattle Center Campus Rules, or any term or condition of the Permit.

All Permits shall be wholly of a temporary nature, shall vest no permanent right, and may be revoked for convenience upon seven (7) days' notice or, if the Permit so states, upon shorter notice.

All Street Performer Permits shall be issued only to individuals who have satisfied the requirements of the Permit application process. Street Performer Permits will not be issued to organizations, groups of people, companies or bands, and are non-transferable.

Permits shall be valid for a calendar year in which the Permit is issued unless suspended or revoked by the Director as provided herein. A performer shall be entitled to only one Permit, which shall not be transferable.

The Director shall have the authority to immediately suspend a Permit during activities or events that have been granted exclusive use rights to the campus or any portion of the campus. Exclusive use activities and events can include festivals, Seattle Center programming, Seattle Center sponsored or co-sponsored events, or exclusive Licensed activities.



**3. Donations and Volume**

**a. Passive Solicitation of Donations Only**

Donations for performances may be accepted passively in an instrument case or other receptacle provided for that purpose by the performer. The receptacle may include a written sign that informs the public that such donations are sought. No performer shall actively solicit donations, for example by live or recorded word of mouth, gesture, mechanical devices, or second parties.

**b. Performers shall immediately comply with requests of the Director to moderate the volume of their performance to a level appropriate to the surroundings.**

**4. Performance Times**

Performers may perform on the Seattle Center campus only between the hours of 11:00 a.m. and 10:00 p.m. unless specifically authorized otherwise by the Director.

Specific performance times will not be assigned to a performer by the Center. Performance locations are available on a first come first served basis and performers must be present in person to establish himself or herself at a location. If the performer abandons the location, for any reason, the location may be utilized by another performer. Locations may not be "saved" or "reserved". Performers are expected to comply with these rules as a condition of their Permit.

A performer may be required to end a performance at any time if, in the estimation of the Director, a continuing performance violates these rules and regulations or constitutes a hazard to public safety (for example due to crowding,



non-compliance of the Fire Code or blocking of access so as to hinder or obstruct pedestrians or vehicles).

It is the Center's intent that these rules be self-enforcing and that musicians police each other to achieve compliance and that musicians respect the requests of residents, visitors, and other users of the Campus.

**5. Performance Locations**

Performers may perform only at designated locations on the Seattle Center grounds, as specified in the permit application. A colored stencil will mark all performance locations with a number inside, unless otherwise noted below, designating the maximum number of performers whom may perform at that location. The maximum number of individual performers in any location is limited to the corresponding number stenciled within the location circle, as described in the permit application unless expressly authorized by the Director. The Director may relocate performers or require a reduction in the number of performers if, in the determination of the Director, the performance: significantly interferes with verbal communication at the nearest event or place of business; interferes with vehicular movement; aggravates foot traffic congestion in common areas at or near a performance location; or otherwise interferes with the public's ability to use the Center or facilities. Most locations will be designated as "Quiet" performance locations; percussion and brass instruments will be prohibited at these locations. Amplification is prohibited at all locations.

Upon special written request by a performer, the Director may approve an increase above the number of people designated at a specific location. Such approval may be granted under special conditions that place specific limits on the time(s) of performances and/or location of performances by extraordinary group sizes or other considerations. Performers operating under such special



conditions must have the Director's written authorization on their person when performing.

A map of the performance locations will be provided with the permit application.

**6. Prohibition on Commercial Activity under Street Performer Permit**

Use of a street performer location for Commercial Activity is expressly prohibited. Commercial vending of products is not considered a "performance" and, as such, vendors do not qualify as "performers" under these rules and regulations.

Performers may receive donations. However, performers are prohibited from active solicitation of donations and from active sale of any product, including products associated with the performance.

**7. Standards of Conduct**

- a. No performer shall treat any person or animal in a manner that is aggressive, menacing, vulgar, profane or abusive.
- b. Children are permitted to accompany performers as long as they do not create a nuisance or disturbance to others, or otherwise interfere with the public's ability to use the Center or its facilities.
- c. Trading, selling, or transferring performer Permits is prohibited and may result in the immediate revocation of a permit.
- d. Drinking of alcoholic beverages or use of any controlled substance, or performing while intoxicated or under the influence of any controlled substance is prohibited.

**8. Sale of Recordings**

Active selling of recordings or other products is prohibited. Performers may receive donations. However, performers are prohibited from active solicitation of donations and from active sale of any product, including products associated with



the performance. Performers may passively make recordings available for a suggested donation.

## **G: Speech Activities**

### **1. Speech Activities on the Grounds Which Require No License**

The following speech activities are allowed on the grounds, but not in buildings, and require no license or advance notice to Seattle Center:

#### **a. Leafleting and gathering signatures.**

No permit is required to distribute leaflets or gather signatures on the Grounds so long as no table or other structure is placed on the Grounds. Leafleting and signature gathering within (30) feet of a captive audience or building entrance is prohibited. Leafleting and signature gathering are also prohibited inside Seattle Center buildings, except as otherwise provided in a license or other agreement.

#### **b. Carrying Signs**

The carrying of signs or placards is allowed on the grounds so long as it is done in a manner consistent with these rules and all applicable laws.

### **2. Speech Activities on the Grounds which require a License.**

- a. Gatherings, Demonstrations and Meetings - A gathering on the grounds that is reasonably anticipated to exceed one hundred (100) people requires prior notice to Seattle Center and a license. The Center will attempt to find an appropriate location on the grounds, based on the size of the anticipated gathering.**
- b. The use of sound or voice amplifying apparatus in a building or on the grounds is prohibited without a Seattle Center License.**
- c. Tables, stands, or other structures shall not be used or placed upon the Seattle Center Grounds or within any building without a license.**
- d. There shall be no storage of signs, placards, boxes, or supplies on the Grounds or within any building without a license.**



- e. There shall be no posting of signs, literature, notices, stickers or the like on the Seattle Center Campus without a Seattle Center License.
- 3. **The following activities are prohibited in Seattle Center buildings unless expressly authorized by the Director in a license, lease, or other agreement:**  
Performing, picketing, demonstrating, displaying signs, leafleting, gathering signatures, or actively soliciting donations.
- 4. **Speech Activities Generally - Locations**  
Unless conducted pursuant to a Seattle Center License or other agreement speech activities are prohibited: in those portions of the Seattle Center not open to the general public for common use; within thirty (30) feet of any captive audience; or within thirty (30) feet of any building entrance; or within thirty (30) feet of any person engaged in any scheduled event that is sponsored or co-sponsored by Seattle Center. No person shall engage in speech activities in such a way as to interfere with or hinder pedestrian or vehicular traffic flows.
- 5. **Applicability of Speech Rules to Major Events**
  - a. **Gated Events and Rooms or Buildings Reserved for Exclusive Use:** Inside the reserved or gated areas, whether grounds, buildings, or both, the Event organizers may control speech activities, both commercial and political, and all commercial activities. Individuals who wish to engage in commercial activities, or commercial or speech activities inside the gated areas should contact the event organizers for permission.
  - b. **Ungated Events:** The Event organizers may, under the terms of the applicable event agreement, control commercial activities and commercial speech inside the



event area. However, these rules regarding political speech activities apply both outside and inside the event area.

## **H: Property Regulations**

### **No-Trespassing Areas – Removal or Destruction of Property – Structure or Obstructions**

1. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to enter or go upon any area which has been designated and posted by the Director as "no admittance" "no trespassing", "not open to the public", or other similarly designated area.
2. It is prohibited for any person except a duly authorized Seattle Center employee or agent or other person duly authorized pursuant to law, to remove, destroy, damage, mutilate or deface any structure, lawn, monument, statue, vase, fountain, wall, fence, railing, vehicle, bench, shrub, tree, geological formation, plant, flower, lighting system, sprinkling system, gate, barricade or lock or other property lawfully on the campus, or to remove sand, soil, plant materials, or sod on the campus.
3. It is prohibited for any person other than a duly authorized employee or agent of the Seattle Center to place or erect on the campus a structure or obstruction of any kind without a License from the Director.
4. The Seattle Center Campus is officially open from 7:00 A. M. to Midnight daily. (by Ordinance 92792)

## **I: Prohibited Acts**

1. **Animals on campus are prohibited.**
  - a. **Exceptions:**
    1. American with Disabilities Act (ADA) service animals, defined as an animal that is individually trained to assist an individual with a disability.



2. Animals on adequate leashes and under the control of an individual physically able to restrain the animal.
3. Horses or dogs used by public law enforcement agencies and under the control of a law enforcement officer.
4. Animals that are part of a Seattle Center licensed or sponsored activity.

b. **Adequate leash required.** Any person with an animal in his or her possession must keep the animal on an adequate leash while on campus and shall be responsible and liable for the conduct of the animal, shall carry equipment for removing feces, and shall place feces deposited by such animal in an appropriate receptacle.

c. **Major events.** For the safety of both patrons and animals, the Director may prohibit all animals, except ADA service animals from campus during high traffic events such as, but not restricted to, festivals.

4. **Animals prohibited in buildings and designated areas**

It is prohibited for anyone except those individuals with ADA service animals, public law enforcement officers, authorized City employees in the performance of their duties, or Seattle Center authorized licensees to bring any animal into any Seattle Center building or other areas designated by the Director and so posted, or to allow or permit any animal under his control to enter such facilities.

B. **Weapons**

It is prohibited to:

1. Sell, manufacture, purchase, possess or carry any blackjack, sand-club, metal knuckles, switchblade knife, chako sticks, or throwing stars; or
2. Carry concealed or unconcealed on his or her person any dangerous knife unless used as a tool for work by Seattle Center employees or their authorized agents, or carry concealed on his or her person any weapon. Seattle Center employees are subject to the Seattle Center Employees Firearm Policy.



3. Possess a firearm on the campus, except that such restriction shall not apply to any pistol in the possession of a person licensed under RCW 9.41.070 or exempt from the licensing requirement by RCW 9.41.060.

**C. Contraband in Seattle Center facilities**

The following items are prohibited on the Seattle Center campus: illegal drugs, weapons, explosive devices, spray paint, lasers.

The Director may, by posting notice, prohibit the following items from being brought into a Seattle Center building or to a particular event: alcoholic beverages, cameras, recording devices, bundles, packages, coats, blankets, shawls not being worn, umbrellas, mace, pepper spray, and containers or cases (as defined as, but not limited to, pocketbooks, purses, bags, ice chests, backpacks, cans, bottles, or binocular cases).

**D. Urinating or defecating prohibited except in restrooms.**

Urinating or defecating on the campus, except in facilities specifically provided for the purpose, is prohibited.

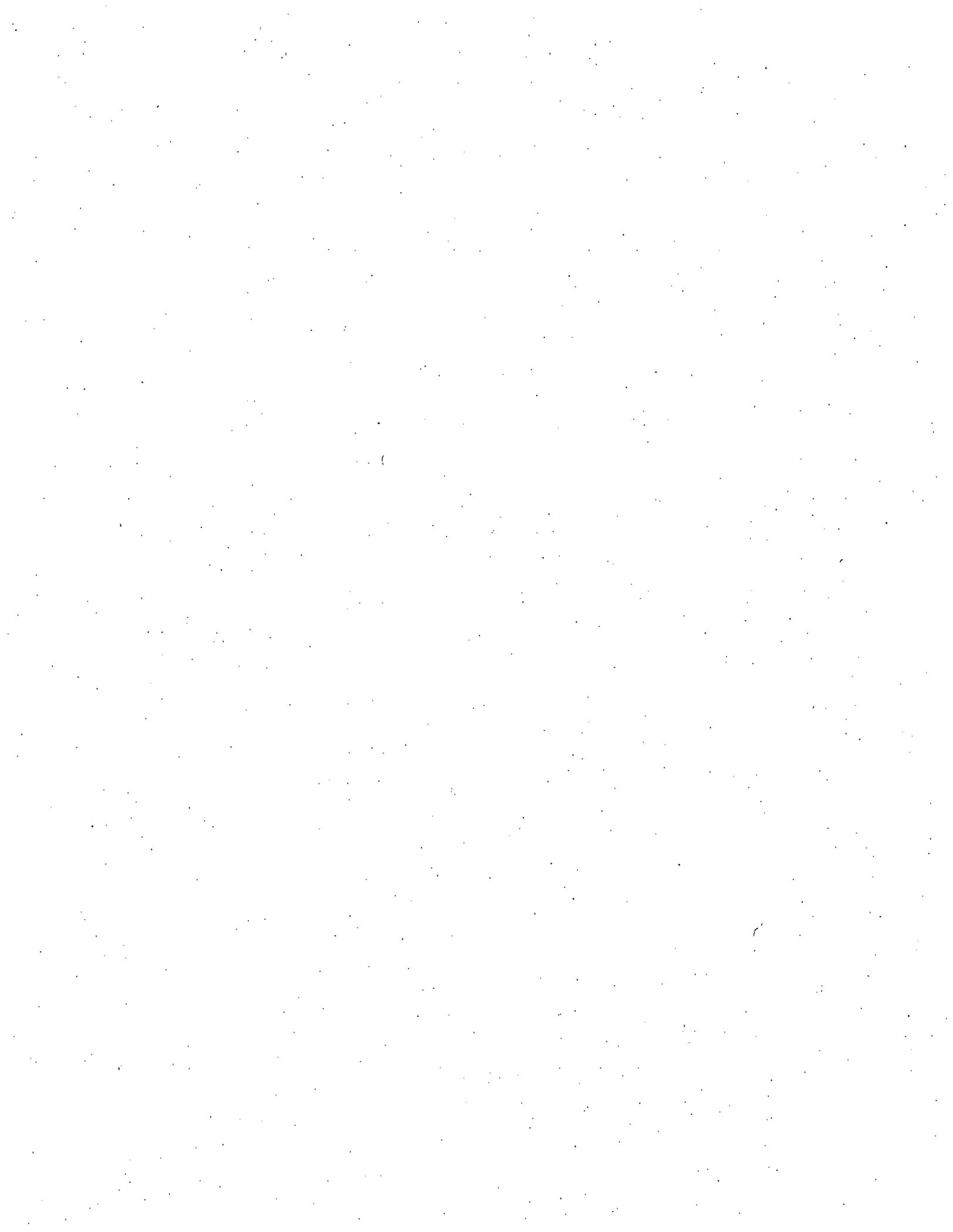
**E. Stickers.**

It is prohibited to distribute stickers on the Seattle Center campus without the expressed authorization of the Director. It is prohibited to adhere stickers to any building, structure, or other surface on the Seattle Center campus.

**F. Wheeled devices.**

The use on the campus of all wheeled devices, such as bicycles, skateboards, rollarskates, inline skates, and scooters, is prohibited, except for:

1. wheeled equipment used by disabled individuals to be ambulatory,
2. children's strollers, or
3. wheeled devices such as bikes, skateboards, rollarskates, inline skates, scooters, may be used only for transportation across the campus.



4. other uses expressly authorized by the Director.  
Operation of any wheeled device in a dangerous manner or in a manner that could damage property is prohibited.
  
- G. **No Wheeled Equipment In the International Fountain.**  
With the exception of wheeled equipment used in order to be ambulatory and strollers, all wheeled devices are prohibited from entering the International Fountain.
  
- H. **Vehicular access.**  
Vehicular access onto the Seattle Center campus is prohibited.
  1. **Exceptions:**
    - a. In designated parking areas
    - b. Authorized by a unload/load pass
    - c. Supply deliveries to organizations and businesses on campus shall be authorized to access the campus between the hours of 6:00 a.m. and 11:00 a.m. Monday through Friday and between 9:00 a.m. and 11 a.m. Saturday and Sunday.
    - d. Otherwise specifically authorized by the Director
  
  2. **Use of driveways and boulevards – Speed limit.**  
It is prohibited to ride, or drive any vehicle over or through the campus at a speed in excess of the posted speed limit, or in excess of ten (10) miles per hour where no speed limit is posted.
  
  3. **Areas closed to general vehicular access.**  
Except as authorized by the Director, it is prohibited to drive, operate or park a motor vehicle in an area which is designated as being closed to general vehicular traffic access, including all landscaped areas such as turf areas, shrub areas, decorative plazas; on any pedestrian walkway; and in all other areas not specifically authorized for vehicular traffic.



**I. Liquor offenses**

It is prohibited on the campus to consume, or to possess liquor, as defined in SMC Section 12A.24.010 C, or other applicable law, except as authorized by a Seattle Center License or other agreement and a Permit issued by the Washington State Liquor Control Board or its successor.

**J. Littering – Trash**

It is prohibited to throw or deposit any refuse or other material on the campus, except in designated receptacles. It is also prohibited for any person(s) to dig in, rummage in, in anyway disturb trash in any receptacle.

**K. Smoking**

Smoking is prohibited in all Seattle Center buildings.

**L. Motorized models**

It is prohibited to operate any motorized model aircraft, dirigible, vehicle or motorized model watercraft on the campus, unless expressly authorized by the Director.

**M. Fires**

It is prohibited to ignite or maintain any fire or to participate in igniting, maintaining or using any fire on any portion of Seattle Center Campus unless expressly authorized by the Director.

**N. Camping**

It is prohibited to camp on any portion of the Seattle Center Campus unless expressly authorized by the Director.

**O. Violations of These Rules or of other Applicable Law.**



A violation of these rules or of other applicable laws may, in addition to any applicable civil or criminal penalties, result in the revocation of a person's permission to remain on the Seattle Center campus.

## **J: Campus Exclusion**

The Director or his or her designee may, by delivering an Exclusion Notice to the offender, exclude from the Seattle Center Campus for a period not to exceed five (5) days anyone who violates any provision of these rules or any other applicable Seattle Center rules; anyone who violates any provision of the Seattle Municipal Code, the Revised Code of Washington, or other applicable law.

- The individual need not be charged, tried, or convicted of any crime or infraction in order for an Exclusion Notice to be issued or effective. The Exclusion may be based upon activities observed by the Director or a Seattle Center employee, or upon the sort of civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.
- Upon such Notice being given, the recipient shall no longer be invited, licensed or otherwise privileged to remain on the campus.

## **K: Trespass on Campus**

Criminal Trespass on Campus shall include:

1. **Any person who knowingly:**
  - a. Enters or remains on the campus without permission or from which he or she has been excluded during the period covered by an Exclusion Notice pursuant to these rules;
  - b. Enters, remains in, or is otherwise present within the premises of the campus during hours within which the campus is not open to the public, or within an area not open to the public, unless the person is present within the campus to participate in an activity either conducted by the Seattle Center or conducted pursuant to the terms of a License or Permit issued by the Seattle Center.

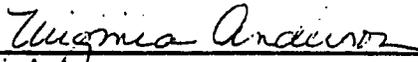


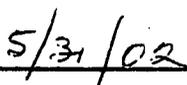
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**L: Discrimination prohibited**

1. It is the policy of the City of Seattle, in the exercise of its police powers for the protection of the public health, safety and general welfare, and for the maintenance of peace and good government, to assure equal opportunity for full enjoyment and use of Seattle Center facilities to all persons, free from restrictions because of race, color, sex, marital status, sexual orientation, gender identity, political ideology, age, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.
  
2. It is prohibited for any person occupying or using the campus for any event, activity or exhibition open to the public, whether or not under a License or Permit and whether or not an admission or entrance fee is charged, to deny to any other person the full use and enjoyment of such event, activity, or exhibition because of race, creed, color, sex, marital status, sexual orientation, gender identity, political ideology, age, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap.

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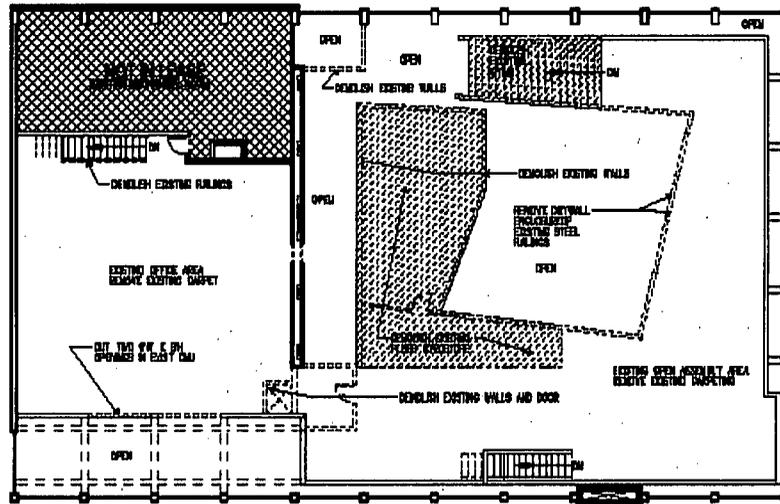
  
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Virginia Anderson  
Director, Seattle Center

  
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Date

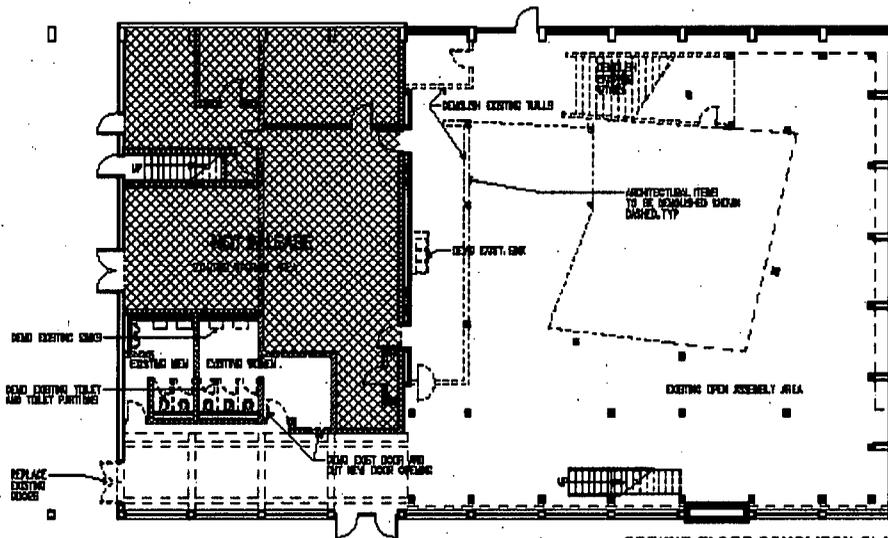








SECOND FLOOR DEMOLITION PLAN



GROUND FLOOR DEMOLITION PLAN


  
 OWEN RICHARDS ARCHITECTS
   
 1-10-08

SEATTLE INTERNATIONAL FILM FESTIVAL - FILM CENTER



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STATE OF WASHINGTON - KING COUNTY

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CITY OF SEATTLE, CLERKS OFFICE

No.

**Affidavit of Publication**

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

CT:122691-122694 TITLE

was published on

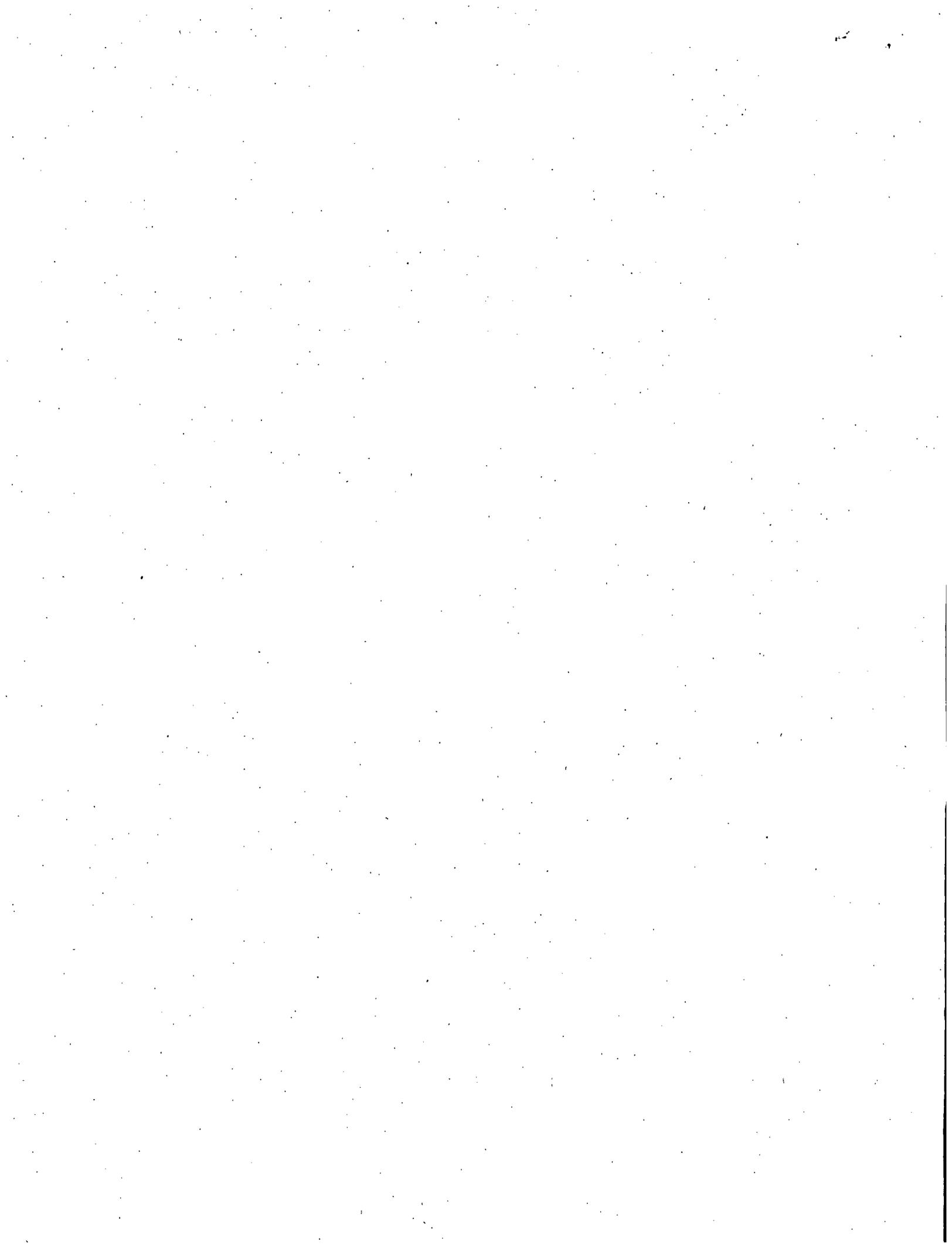
06/03/08

The amount of the fee charged for the foregoing publication is the sum of \$ 63.23, which amount has been paid in full.



*[Signature]*  
Subscribed and sworn to before me on  
06/03/08 *[Signature]*  
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, as passed by the City Council on May 19, 2008, and published hereby title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8844.

### ORDINANCE NO. 122694

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

### ORDINANCE NO. 122693

AN ORDINANCE relating to Seattle Public Utilities; authorizing relinquishment of the five-foot easement recorded under King County Auditor File No. 913688 and authorizing acceptance of a 16-foot utility easement on the property known as 1018 10th Avenue West, Seattle, Washington.

### ORDINANCE NO. 122692

AN ORDINANCE relating to the Seattle Center Department; authorizing execution of a lease with the Seattle International Film Festival Group for space in the Northwest Rooms at Seattle Center.

### ORDINANCE NO. 122691

AN ORDINANCE relating to Seattle Public Utilities; authorizing acceptance from the University of Washington of a 10-foot-wide easement located near the intersection of Brooklyn Ave. N.E. and N.E. Boat Street, Seattle in the S.E. 1/4 of Section Southwest 17, Township 25 North and Range 4 East, W.M. Seattle, King County, Washington, to construct, install, and operate a generator for stormwater and wastewater collection and other purposes.

Publication ordered by JUDITH PIPEIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, June 3, 2008; File # 68(226071)

