

ORDINANCE No.

119773

COUNCIL BILL No.

113004

Law Department

The City

AN ORDINANCE relating to the Seattle Center Department; amending the Seattle Center Facility License Fee Schedules for 1999 and 2000 and amending Section 17.16.015 of the Seattle Municipal Code in connection therewith.

Honorable President:

Your Committee on

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

11-15-99 Budget C

11-22-99 Fall

COMPTROLLER FILE No.

Introduced: NOV - 8 1999	By: DONALDSON
Referred: NOV - 8 1999	To: BUDGET
Referred:	To:
Referred:	To:
Reported: 11-22-99	Second Reading:
Third Reading: 11-22-99	Signed: 11-22-99
Presented to Mayor: 11-23-99	Approved: 11/23/99
Returned to City Clerk: 11/24/99	Published: full 299
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

12

Department

The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

able President:

Committee on

h was referred the within Council Bill No.

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

99 Budget Committee: Pass 7-0

(Excused: Diago, Podlowski)

2-99 Full Council: Passed 9-0

Committee Chair

ORDINANCE 119773

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AN ORDINANCE relating to the Seattle Center Department; amending the Seattle Center Facility License Fee Schedules for 1999 and 2000 and amending Section 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective December 31, 1999, Section 17.16.015 of the Seattle Municipal Code (Section 1 of Ordinance 117399, as last amended by Ordinance 119253) is amended as follows:

17.16.015. Use Fees, Terms and Conditions~~((§))~~. The Director of the Seattle Center Department is authorized to charge and collect fees for the use of certain Seattle Center facilities, services and equipment provided to users thereof, and to condition such use on compliance with certain general terms and conditions, as specified in ~~((the attached))~~ Exhibit I entitled "Seattle Center Schedule of License Fees and Terms and Conditions", and in ~~((the attached))~~ Exhibits II-A through II-C ~~((labelled))~~ labeled "Facility License Fee Schedule" all of which are attached to Ordinance _____ (C.B. No. _____).

Section 2. Exhibits IV-A through IV-C attached hereto show, by ~~strikeout~~ and underline, the changes being made or that have been made to the Facility License Fee Schedules.

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

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



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Passed by the City Council the 22nd day of November 1999, and signed by me in open session in authentication of its passage this 22nd day of November, 1999.

[Signature]
President _____ of the City Council

Approved by me this 23 day of November 1999.

[Signature]
Mayor

Filed by me this 24th day of November, 1999.

[Signature]
City Clerk

(Seal)



PAUL SCHELL
Mayor

VIRGINIA ANDERSON
Director



November 3, 1999

HOME TO...

THE ARTS

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

SPORTS TEAMS

Seattle Reign
Seattle SuperSonics
Seattle Thunderbirds

FESTIVALS/MAJOR PROGRAMS

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

MAJOR FESTIVALS AND EVENTS

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

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

via: Mayor's Office

Attention: Dwight Dively, Director
Executive Services Department

Subject: 1999-2000 SEATTLE CENTER FACILITY RENTAL RATES

Dear Councilmember Donaldson:

Attached is proposed legislation authorizing a change in the effective date of Seattle Center's 2000 facility licensee fees to December 31, 1999.

These 2000 facility license fees have previously been authorized and adopted as part of the City of Seattle's 1999-2000 budget, and by separate Ordinance No. 119253. This proposed change has the sole effect of changing the effective date of the 2000 rates to avoid any possible rate freezes as a result of the passage of I-695. We are already licensing Seattle Center facilities for calendar year 2000, at the rates already approved, and our 2000 budget assumes these rates.

If you have any questions or need further clarification, please call Margaret Wetter at 684-7203.

Sincerely,

Virginia Anderson
Director

Fiscal Note – Facility Rental Fee Legislation, October 1999

Department: Seattle Center	Contact Person/Phone: Margaret Wetter, 684-7330	CBO Analyst/Phone: Donnie Grabowski, 3-2603
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Legislation Title:

AN ORDINANCE relating to the Seattle Center Department; amending the Seattle Center Facility License Fee Schedules for 1999 and 2000 and amending Section 17.16.015 of the Seattle Municipal Code in connection therewith.

Summary of the Legislation:

This legislation adjusts the effective date of rental fees for certain facilities at Seattle Center.

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

Rental rates for the Opera House, Exhibition Hall and Northwest Rooms were assumed to be increased as part of the adopted Seattle Center 2000 Budget. Should Initiative 695 be passed this November the Center would not be able to raise rental rates for these facilities. This legislation will allow the Center to raise rates immediately for the Exhibition Hall, Opera House, and Northwest Rooms and thereby avoid some of the potential impact of the initiative.

Sustainability Issues (related to grant awards):

N/A

Estimated Expenditure Impacts:

FUND	1998	1999	2000
TOTAL			

One-time On-going \$ _____

Estimated Revenue Impacts:

FUND	1998	1999	2000
Seattle Center Operating Fund			
Exhibition Hall			(\$29,900)
Opera House			(\$23,315)
NW Rooms			(\$36,630)
TOTAL			(\$89,945)

One-time \$ _____ On-going \$ _____

Fiscal Note – Facility Rental Fee Legislation

Department: Seattle Center	Contact Person/Phone: Margaret Wetter, 684-7330	CBO Analyst/Phone: Donnie Grabowski, 3-2603
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Sustainability Issues (related to grant awards): N/A

Estimated Expenditure Impacts: None.

Estimated Revenue Impacts: None. (please note the description about Seattle Center rental fees and revenues in the 'Other Issues' section below)

Estimated FTE Impacts: None.

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

Seattle Center rental fees account for 12 percent of revenues generated at the Center. These rates are charged to commercial clients and the revenues generated help to offset the need for General Fund support. If this legislation is not enacted, the Center will not be able to realize approximately \$89,945 in revenue for the Exhibition Hall, Opera House, and Northwest Rooms that is anticipated in the 2000 Budget.

November 8, 1999



Seattle Center Schedule of License Fees and Terms and Conditions

GENERAL TERMS AND CONDITIONS
Effective January 1, 1999

1. DEFINITIONS

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

2. ACTIVITY PERIODS

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



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

3. LICENSE FEE PAYMENTS

- a. License fee payments shall be due in full upon execution and delivery of the Licensing Agreement except as provided in the remainder of this subsection:
 - (1) A Government Agency may submit a purchase order with the executed Licensing Agreement and shall be invoiced for all charges following the Event.
 - (2) The Director may establish a payment schedule related to groups of performance dates and related Activities, such as rehearsal and Move-In/Move-Out dates for Nonprofit Performing Arts Events as part of the Licensing Agreement for such an organization's season of performances.
 - (3) The Director, at such official's discretion, may accept a non-refundable deposit on the execution of the Licensing Agreement in lieu of full payment at that time; Provided, that such Agreement shall require the Licensee to make installment payments by certain dates scheduled to ensure that:
 - i) for any Nonprofit Performing Arts Event, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the license fee on a date at least 30 days prior to the first date of the Event; or
 - ii) for any Spectator Event, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the minimum license fee on a date at least 30 days prior to the first date of the Event unless otherwise provided for in the Licensing Agreement but no later than the first day of the performance; or
 - iii) for any Event that does not qualify as a Government Agency Event and does not qualify under i) or ii) herein, the aggregate of the deposit plus any installment payments received by the City shall equal the full amount of the license fee on a date at least 60 days prior to the first date of the Event.
 - (4) The Director may establish payment due dates closer to the initial Activity Period of an Event start date based on the Licensee's past satisfaction of financial obligations to Seattle Center.
 - (5) The Director, at such official's discretion, shall set the amount of the non-refundable deposit at no less than \$200 and no more than 50% of the license fee.
- b. License fees shall be at the rates and footnoted conditions specified in the attached License Fee Schedules, subject to the exceptions described in Sections 9 and 10 hereof.



4. CONTINGENCY DEPOSIT

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

5. CANCELLATION FEES AND TRANSFER CHARGES

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



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

6. INCLUDED SERVICES

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

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

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

7. BROADCAST FEES

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

8. PROGRAM AND NOVELTY SALES, FOOD AND BEVERAGE SALES

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

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

- b. For sales of food and beverages the Director, at such official's discretion, may require Licensee to use the services of the official Seattle Center concessionaire. Alternatively, the Director may grant Licensee in writing approval to use another food and beverage



concessionaire, for which Licensee shall pay the City an amount agreed upon between both parties to the Agreement but in no case less than 15% of the Gross Receipts from such sales.

- c. The term "Gross Receipts", as used herein, shall mean the total income of Licensee and Licensee's sublicensees conducting business in, on or from the licensed facility(ies) including but not limited to the proceeds from all retail and wholesale sales of food, beverage, programs, novelties and services of any kind whatsoever, for cash, barter, exchange or credit, regardless of collections; sales from vending devices; mail or telephone orders received or filled on or from the licensed facility(ies); all deposits not refunded to purchasers; orders taken although filled elsewhere; fees; commissions; catalog sales; and, unless expressly excluded or limited by the Director after the Licensee's full disclosure to Director, in writing, of the terms and conditions of each "trade-out" that has been granted by Licensee and its sublicensees to any third party in connection with the services and activities contemplated under such facility(ies) license, the value of each such "trade-out" as reasonably determined by the Director. An installment or credit sale shall be deemed to have been made for the full price on the date of sale regardless of when payment is received. The term "gross receipts" does not mean or include the amount of money refunded to, and not merely credited to the account of, customers who return or do not accept merchandise and service sold by Licensee or Licensee's sublicensee; any exchange of merchandise between stores or the central warehouses of the Licensee or Licensee's sublicensee where such exchange is made solely for the convenient operation of the Licensee's or Licensee's sublicensee's business and not for the purpose of consummating a sale made in, on or from the licensed facility(ies); returns to shippers or manufacturers; any discount allowed by the Licensee or Licensee's sublicensee to customers; and the Washington State Sales Tax.

9. OTHER FEES

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

10. SPECIAL CONDITIONS

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

for Family Shows: 60%



for concerts and professional Sporting Events: 100%
 for amateur Sporting Events: 70%

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

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

KeyArena Rebate Program

For the following portion of the total license fees paid for KeyArena in a calendar year,	the following percentage of that portion is rebated to the promoter
\$0.01-\$35,000.00	No Rebate
\$35,000.01--\$65,000.00	6%
\$65,000.01-\$90,000.00	9%
\$90,000.01-\$110,000.00	13%
\$110,000.01-\$130,000.00	18%
\$130,000.01-\$150,000.00	24%
\$150,000.01-\$170,000.00	31%
\$170,000.01-\$190,000.00	39%
\$190,000.01 and up, license fees paid	48%

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

Combined Rebate Program

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

For the following total license fees paid in a calendar year,	the following percentage is rebated to the promoter
\$0.01-30,000.00 license fees paid	No Rebate
\$30,000.01-45,000.00 license fees paid	5% of total license fees paid
\$45,000.01-60,000.00 license fees paid	7% of increment
\$60,000.01-75,000.00 license fees paid	9% of increment
\$75,000.01-90,000.00 license fees paid	13% of increment
\$90,000.01-105,000.00 license fees paid	18% of increment
\$105,000.01-and up, license fees paid	24% of increment



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

11. LATE PAYMENT CHARGES

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

12. REFUNDS

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

13. DIRECTOR AUTHORITY

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



FACILITY LICENSE FEE SCHEDULE - STANDARD & GOVERNMENT AGENCY EVENTS¹

Facility	1999 License Fee Effective 1/1/99	Move-In/Out per day		2000 License Fee Effective 12/31/99	Move-In/Out per day	
		First Day Only	2nd & Each Additional Day		First Day Only	2nd & Each Additional Day
KeyArena						
Full House	\$20,000 ⁴	\$7,000	\$20,000	\$20,000 ⁴	\$7,000	\$20,000
Lower Bowl Only	\$10,000 ⁵	\$5,000	\$10,000	\$10,000 ⁵	\$5,000	\$10,000

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



FOOTNOTES:

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

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

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



FACILITY LICENSE FEE SCHEDULE - SPECTATOR EVENTS¹

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

FACILITY	LICENSE FEE FOR 2000 Effective December 31, 1999		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee ⁹	Plus Percentages of Gross Sales ² Above Specified Amount	First Day Only		2nd & Each Additional Day
KeyArena Full House					
For Concerts	\$15,000 ³	9%-8% ³	\$7,000		\$15,000
For Family Shows and Sporting Events	10,000 ⁴	9%-6% ⁴	7,000		10,000
For Other Spectator Events ⁵	20,000 ⁵	9%-8% ³	7,000		20,000
Lower Bowl Only	10,000 ⁶	9%-8% ⁶	5,000		10,000
	Minimum Fee ⁹	Plus Percentages of Gross Sales ² Above Specified Amount	Each Day Up to Two Days ⁷	Special ⁸	3rd and Each Additional Day
Mercer Arena	\$3,200	10%	\$1,600	\$800	\$3,200
1/2 Mercer Arena	1,800	9%	900	450	1,800
Exhibition Hall	3,000	10%	1,500	750	3,000
Opera House	3,000	8%	1,500	750	3,000



FOOTNOTES:

1. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the Event's attendance capacity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or convention activity. For Facilities used in conjunction with a Spectator Event, the License Fee rates in the Standard License Fee Schedule apply.
 2. "Gross Sales" means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less admission taxes and Washington State Athletic Commission taxes imposed in connection with such Event, as substantiated by a certified box office statement.
 3. For Full House Concerts in KeyArena, the license fee for any amount of Gross Sales up to \$150,000 is \$15,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$250,000, the fee is 8% of that amount.
 4. For Full House Family Shows and Sporting Events in KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$8,500 for each Activity Period thereafter. For each additional \$100,000 in Gross Sales or portion thereof, the percentage fee rates are: 9%, 8%, and 7%, respectively, and 6% for any Gross Sales in excess of \$400,000.
 5. For Other Full House Spectator Events in KeyArena, the license fee for any amount of Gross Sales up to \$200,000 is \$20,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$300,000, the fee is 8% of that amount.
 6. For Spectator Events in the Lower Bowl Only of KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$7,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$200,000, the fee is 8% of that amount.
 7. "Each Day up to two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following the Event.
 8. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 7 above. This fee does not apply in KeyArena.
- Note: The following late scheduling fees may be applied to events scheduled 30 or fewer days prior to the first Activity Period of the Event:
KeyArena, Mercer Arena, and Opera House: \$200; Exhibition Hall: \$100.



FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS¹

Effective July 1, 1998

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

Effective July 1, 1999

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

Effective December 31, 1999

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

FOOTNOTES:

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

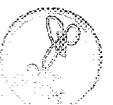
Note: A late scheduling fee in the amount of \$200 may be applied to Events scheduled for the Opera House 30 or fewer days prior to the first Activity Period of the Event; for the Opera House Rehearsal Hall the fee is \$25.



FACILITY LICENSE FEE SCHEDULE - STANDARD & GOVERNMENT AGENCY EVENTS¹
 Effective January 1, 1999

Facility	1999	Move-In/Out per day		2000	Move-In/Out per day	
	License Fee Effective 1/1/99	First Day Only	2nd & Each Additional Day	License Fee Effective 12/31/99	First Day Only	2nd & Each Additional Day
KeyArena						
Full House	\$20,000 ⁴	\$7,000	\$20,000	\$20,000 ⁴	\$7,000	\$20,000
Lower Bowl Only	\$10,000 ⁵	\$5,000	\$10,000	\$10,000 ⁵	\$5,000	\$10,000

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



FOOTNOTES:

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

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

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



FACILITY LICENSE FEE SCHEDULE - SPECTATOR EVENTS¹

Effective January 1, 1999

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

FACILITY	LICENSE FEE FOR 2000 Effective December 31, 1999		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee ⁹	Plus Percentages of Gross Sales ² Above Specified Amount	First Day Only		2nd & Each Additional Day
KeyArena Full House					
For Concerts	\$15,000 ³	9%-8% ³	\$7,000		\$15,000
For Family Shows and Sporting Events	10,000 ⁴	9%-6% ⁴	7,000		10,000
For Other Spectator Events ⁵	20,000 ⁵	9%-8% ³	7,000		20,000
Lower Bowl Only	10,000 ⁶	9%-8% ⁶	5,000		10,000
	Minimum Fee ⁹	Plus Percentages of Gross Sales ² Above Specified Amount	Each Day Up to Two Days ⁷	Special ⁸	3rd and Each Additional Day
Mercer Arena	\$3,200	10%	\$1,600	\$800	\$3,200
1/2 Mercer Arena	1,800	9%	900	450	1,800
Exhibition Hall	3,000	10%	1,500	750	3,000
Opera House	3,000	8%	1,500	750	3,000



FOOTNOTES:

1. "Spectator Event" means any Event held in the KeyArena, Mercer Arena, Exhibition Hall or Opera House for which 90% or more of the Event's attendance capacity is ticketed seating, and any music concert using "festival" or "combined" seating; the term does not include any trade or consumer show or convention activity. For Facilities used in conjunction with a Spectator Event, the License Fee rates in the Standard License Fee Schedule apply.
 2. "Gross Sales" means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less admission taxes and Washington State Athletic Commission taxes imposed in connection with such Event, as substantiated by a certified box office statement.
 3. For Full House Concerts in KeyArena, the license fee for any amount of Gross Sales up to \$150,000 is \$15,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$250,000, the fee is 8% of that amount.
 4. For Full House Family Shows and Sporting Events in KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$8,500 for each Activity Period thereafter. For each additional \$100,000 in Gross Sales or portion thereof, the percentage fee rates are: 9%, 8%, and 7%, respectively, and 6% for any Gross Sales in excess of \$400,000.
 5. For Other Full House Spectator Events in KeyArena, the license fee for any amount of Gross Sales up to \$200,000 is \$20,000 for the first Event day Activity Period and \$13,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$300,000, the fee is 8% of that amount.
 6. For Spectator Events in the Lower Bowl Only of KeyArena, the license fee for any amount of Gross Sales up to \$100,000 is \$10,000 for the first Event day Activity Period and \$7,000 for each Activity Period thereafter. For the next \$100,000 in Gross Sales or portion thereof the fee is 9% of such amount, and for any Gross Sales in excess of \$200,000, the fee is 8% of that amount.
 7. "Each Day up to two Days" means for Move-In use between 6:00am and 12 Midnight exclusively for Event preparation on the one or two days immediately preceding an Event. "Each Day up to two Days" means for Move-Out use between 6:00am and 12 Midnight exclusively for Event tear down on the one or two days immediately following the Event.
 8. Special fees apply for the initial day of Move-In if it is scheduled for a time that falls in that portion of the day that is between the hours of 1:00pm and Midnight; and for the final day of a Move-Out if it is scheduled for a time that falls in that portion of the day that is between the hours of 6:00am and 12:00 Noon. Each such Move-In or Move-Out Activity Period shall count as one full day under Footnote 7 above. This fee does not apply in KeyArena.
- Note: The following late scheduling fees may be applied to events scheduled 30 or fewer days prior to the first Activity Period of the Event:
KeyArena, Mercer Arena, and Opera House: \$200; Exhibition Hall: \$100.



FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS¹

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

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

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

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

~~License Fees for July 1, 2000 - June 30, 2004~~ Effective December 31, 1999

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

FOOTNOTES:

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

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



TIME AND DATE STAMP

SPONSORSHIP

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

_____	_____
_____	_____
_____	_____
_____	_____

FOR CITY COUNCIL PRESIDENT USE ONLY

COMMITTEE(S) REFERRED TO: _____



PRESIDENT'S SIGNATURE

STATE OF WASHINGTON - KING COUNTY

112999

City of Seattle, City Clerk

-ss.

No.

Affidavit of Publication

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

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

CT:119773 ORD IN FUL

was published on

12/20/99

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

H. Patterson

Subscribed and sworn to before me on

12/20/99

McQuinn

Notary Public for the State of Washington, residing in Seattle

City of Seattle

ORDINANCE 119773

AN ORDINANCE relating to the Seattle Center Department, amending the Seattle Center Facility License Fee Schedules for 1999 and 2000 and amending Section 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective December 31, 1999, Section 17.16.015 of the Seattle Municipal Code (Section 1 of Ordinance 117399, as last amended by Ordinance 119253) is amended as follows:

17.16.015 USE FEES, TERMS AND CONDITIONS(G). The Director of the Seattle Center Department is authorized to charge and collect fees for the use of certain Seattle Center facilities, services and equipment provided to users thereof, and to condition such use on compliance with certain general terms and conditions, as specified in ((the attached)) Exhibit I entitled "Seattle Center Schedule of License Fees and Terms and Conditions", and in ((the attached)) Exhibits H-A through H-C ((labeled)) labeled "Facility License Fee Schedule" all of which are attached to Ordinance (C.B. No.).

Section 2. Exhibits IV-A through IV-C attached hereto show, by ~~strikeout~~ and underline, the changes being made or that have been made to the Facility License Fee Schedules.

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

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.030.

Passed by the City Council the 22nd day of November, 1999, and signed by me in open session in authentication of its passage this 22nd day of November, 1999.

SUE DONALDSON,
President of the City Council.
Approved by me this 23rd day of November, 1999.

PAUL SCHELL,
Mayor.
Filed by me this 24th day of November, 1999.

(Seal) JUDITH E. PIPPIN,
City Clerk.
Publication ordered by JUDITH PIPPIN,
City Clerk.

((Boldface denotes deletion.))
Date of official publication in Daily Journal of Commerce, Seattle, December 20, 1999. **12/20(112999)**