

ORDINANCE 120175

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AN ORDINANCE relating to the Seattle Center Department; establishing the Seattle Center Schedule of License Fees and Terms and Conditions for 2001 and 2002, and amending section 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective January 1, 2001, Section 17.16.015 of the Seattle Municipal Code 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 ~~((Exhibit I entitled "Seattle Center Schedule of License Fees and Terms and Conditions," and in Exhibits II A through II C labeled "Facility License Fee Schedule" all of which are attached to Ordinance 119773 (C.B. No. 113004).))~~ the "2001 & 2002 Seattle Center Fee Schedules," which are attached as "Attachment A" to the ordinance introduced as Council Bill No. 113439. The 2001 and 2002 Seattle Center Fee Schedules supersede all prior fee schedules to the extent they are inconsistent.

Section 2. Attachment B shows, by strikeout and underline, the changes being made from the 1999 and 2000 Seattle Center Fee Schedules to create the 2001 and 2002 Seattle Center Fee Schedules contained in Attachment A.

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

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

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7 Passed by the City Council the 27th day of November, 2000, and signed by me in
8 open session in authentication of its passage this 27th day of November, 2000.

9
10 Margaret Chapman
President _____ of the City Council

11 Approved by me this 29th day of NOVEMBER, 2000.

12 Paul Schell
13 Mayor _____

14
15 Filed by me this 30th day of November, 2000.

16 Carin Douglas
17 acting City Clerk _____

18 (Seal)

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20
21 Attachments:

22 A: 2001 & 2002 Seattle Center Fee Schedules

23 B: 2001 & 2002 Seattle Center Fee Schedules (with underline and strikeout to show changes from
24 1999 and 2000 fees)



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Attachment A: 2001 & 2002 Seattle Center Fee Schedules

GENERAL TERMS AND CONDITIONS

Effective January 1, 2001

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 sub-events.
- 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 multi-jurisdictional 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.
- b. 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.



- c. 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.
- d. 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
- e. 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
 Effective January 1, 2001

Facility	2001 License Fee	Move-In/Out per day		2002 License Fee	Move-In/Out per day			
		First Day Only	2nd & Each Additional Day		First Day Only	2nd & Each Additional Day		
KeyArena								
Full House	\$20,000 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	2001 License Fee	Move-In/Out per day			2002 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	\$ 3,200	\$1,600	\$800	\$ 3,200
1/2 Mercer Arena	2,000	1,000	500	2,000	2,000	1,000	500	2,000
Exhibition Hall ¹⁰	3,000	1,500	750	3,000	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/ Festival Pavilion ⁹	750	375	190	750	1,500	750	375	1,500
Room A	500	250	125	500	900	450	225	900
Room B	250	125	65	250	650	325	165	650
Conference Center	730	365	285	730	730	365	285	730
Room A	210	105	55	210	210	105	55	210
Room B	130	65	35	130	130	65	35	130
Room F	130	65	35	130	130	65	35	130
Room G	130	65	35	130	130	65	35	130
Room H	210	105	55	210	210	105	55	210
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



Facility	2001 License Fee	Move-In/Out per day			2002 License Fee	Move-In/Out per day		
		First Day Only	2nd & Each Additional Day			First Day Only	2nd & Each Additional Day	
Northwest Rooms	2,250	1,125	565	2,250	2,500	1,250	625	2,500
Alki	450	225	115	450	500	250	125	500
Olympic	350	175	90	350	370	185	95	370
Rainier	500	225	95	500	500	250	125	500
San Juan	770	365	160	770	770	365	185	770
Orcas ⁶	110	55	25	110	120	60	30	120
Lopez	270	135	55	270	310	155	80	310
Fidalgo	200	100	40	200	210	105	55	210
Shaw	210	105	45	210	220	110	55	220
Snoqualmie	450	225	95	450	500	250	125	500
Seattle Center Pavilion	1,250	625	315	1,250	1,300	650	325	1,300
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.

9. The Flag Pavilion will be closing in September of 2001 and re-opening as the "Festival Pavilion" in September of 2002.

10. Rates for the Exhibition Hall after re-opening will be determined by the Director based on it's usable size and set-up. The license fee will not exceed \$3,000.00.

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, 2001

FACILITY	LICENSE FEE FOR 2001		REHEARSALS OR MOVE-IN/OUT PER DAY		
	Minimum Fee	Percentages of Gross Sales ² Above Specified Amount	First Day Only		2nd & Each Additional Day
The City shall be paid the minimum license fee plus the percentage of Gross Sales					
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
The City shall be paid the greater of the Minimum Fee or the Percentage of Gross Sales ²	Minimum Fee	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	2,000	10%	1,000	500	2,000
Exhibition Hall	3,000	10%	1,500	750	3,000
Opera House	3,000	8%	1,500	750	3,000



FACILITY	LICENSE FEE FOR 2002		REHEARSALS OR MOVE-IN/OUT PER DAY	
	Minimum Fee	Percentages of Gross Sales ² Above Specified Amount	First Day Only	2nd & Each Additional Day
The City shall be paid the minimum license fee plus the percentage of Gross Sales ²				
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

FACILITY	LICENSE FEE FOR 2002		MOVE-IN/OUT PER DAY		
	Minimum Fee	Percentages of Gross Sales ² Above Specified Amount	Each Day Up to Two Days ⁷	Special ⁸	3rd and Each Additional Day
The City shall be paid the greater of the Minimum Fee or the Percentage of Gross Sales ²					
Mercer Arena ⁹	N/A	N/A	N/A	N/A	N/A
1/2 Mercer Arena ⁹	N/A	N/A	N/A	N/A	N/A
Exhibition Hall ¹⁰	3,000	10%	1,500	750	3,000
Opera House ⁹	N/A	N/A	N/A	N/A	N/A

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.
9. The Opera House will be closed for construction and the Mercer Arena will not be available for Spectator events during 2002.
10. Rates for the Exhibition Hall after re-opening will be determined by the Director based on it's usable size and set-up. The license fee will not exceed the minimum license fee of \$3,000.00 or 10% of Gross sales².

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, 2000- June 30, 2001

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



New Fee Schedules Added for July 1, 2001- June 30, 2003:

License Fees for July 1, 2001- June 30, 2002

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
Mercer Arena ⁷	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800

License Fees for July 1, 2002- June 30, 2003

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	N/A	N/A	N/A	N/A	N/A
O.H. Rehearsal Hall	N/A	N/A	N/A	N/A	N/A
Mercer Arena ⁷	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800

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.
7. The Mercer Arena will be set-up as a temporary venue during construction of the Opera House and will only be available for Non-Profit events

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.



Exhibit I

Attachment B: 2001 & 2002 Seattle Center Fee Schedules

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

GENERAL TERMS AND CONDITIONS

Effective January 1, ~~1999~~ 2001

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~~ sub-events.
- 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~~ multi-jurisdictional 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.
- b. 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.



- c. 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.
- d. 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
- e. 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.



Exhibit II - A

FACILITY LICENSE FEE SCHEDULE - STANDARD & GOVERNMENT AGENCY EVENTS¹
Effective January 1, 1999 2001

Facility	1999-2001	Move-In/Out per day			2000-2002	Move-In/Out per day		
	License Fee	First Day Only	2nd & Each Additional Day		License Fee	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	1999-2001 License Fee	Move-In/Out per day			2000-2002 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	\$ 3,200	\$1,600	\$800	\$ 3,200
1/2 Mercer Arena	1,800 2,000	900 1,000	450 500	1,800 2,000	1,800 2,000	900 1,000	450 500	1,800 2,000
Exhibition Hall ¹⁰	2,800 3,000	1,400 1,500	700 750	2,800 3,000	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/ Festival Pavilion ⁹	750	375	190	750	750 1,500	375 750	190 375	750 1,500
Room A	500	250	125	500	500 900	250 450	125 225	500 900
Room B	250	125	65	250	250 650	125 325	65 165	250 650
Conference Center	685 730	345 365	80 285	685 730	685 730	345 365	80 285	685 730
Room A	200-210	10 105	50 55	200-210	200-210	10 105	50 55	200-210
Room B	120 130	60 65	30 35	120 130	120 130	60 65	30 35	120 130
Room F	120 130	60 65	30 35	120 130	120 130	60 65	30 35	120 130
Room G	120 130	60 65	30 35	120 130	120 130	60 65	30 35	120 130
Room H	200 210	10 105	50 55	200 210	200 210	10 105	50 55	200 210
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



Facility	1999-2001	Move-In/Out per day			2000-2002	Move-In/Out per day		
	License Fee	First Day Only	2nd & Each Additional Day	2nd & Each Additional Day	License Fee	First Day Only	2nd & Each Additional Day	2nd & Each Additional Day
Northwest Rooms	1,860 2,250	930 1,125	465 565	1,860 2,250	2,250 2,500	1,125 1,250	565 625	2,250 2,500
Alki	380 450	190 225	95 115	380 450	450 500	225 250	115 125	450 500
Olympic	290 350	145 175	75 90	290 350	350 370	175 185	65 95	350 370
Rainier	380 500	190 225	95	380 500	450 500	225 250	115 125	450 500
San Juan	640 770	320 365	160	640 770	770	365	185	770
Orcas ⁶	90 110	45 55	25	90 110	110 120	55 60	30	110 120
Lopez	220 270	110 135	55	220 270	270 310	135 155	70 80	270 310
Fidalgo	160 200	80 100	40	160 200	200 210	100 105	50 55	200 210
Shaw	170 210	85 105	45	170 210	210 220	105 110	55	210 220
Snoqualmie	380 450	190 225	95	380 450	450 500	225 250	115 125	450 500
Seattle Center Pavilion	1,250	625	315	1,250	1,250 1,300	625 650	315 325	1,250 1,300
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~~ conjunction with either the Mercer Arena, Opera House or Exhibition Hall.
9. The Flag Pavilion will be closing in September of 2001 and re-opening as the "Festival Pavilion" in September of 2002.
10. Rates for the Exhibition Hall after re-opening will be determined by the Director based on it's usable size and set-up. The license fee will not exceed \$3,000.00.

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.



Exhibit II-B

FACILITY LICENSE FEE SCHEDULE - SPECTATOR EVENTS¹

Effective January 1, ~~1999~~ 2001

FACILITY	LICENSE FEE FOR 1999 2001		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	
<u>The City shall be paid the minimum license fee plus the percentage of Gross Sales</u>					
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
<u>The City shall be paid the greater of the Minimum Fee or the Percentage of Gross Sales²</u>	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 2,000	9% 10%	900 1,000	450 500	1,800 2,000
Exhibition Hall	2,800 3,000	10%	1,400 1,500	700 750	2,800 3,000
Opera House	3,000	8%	1,500	750	3,000

FACILITY	LICENSE FEE FOR 2000 2002		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
<u>The City shall be paid the minimum license fee plus the percentage of Gross Sales²</u>				
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



FACILITY	LICENSE FEE FOR 2000 2002		MOVE-IN/OUT PER DAY		
	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
<u>The City shall be paid the greater of the Minimum Fee or the Percentage of Gross Sales²</u>					
Mercer Arena ⁹	\$3,200 N/A	10% N/A	\$1,600 N/A	\$800 N/A	\$3,200 N/A
1/2 Mercer Arena ⁹	1,800 N/A	9% N/A	900 N/A	450 N/A	1,800 N/A
Exhibition Hall ¹⁰	3,000	10%	1,500	750	3,000
Opera House ⁹	3,000 N/A	8% N/A	1,500 N/A	750 N/A	3,000 N/A

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.
9. The Opera House will be closed for construction and the Mercer Arena will not be available for Spectator events during 2002.
10. Rates for the Exhibition Hall after re-opening will be determined by the Director based on it's usable size and set-up. The license fee will not exceed the minimum license fee of \$3,000.00 or 10% of Gross sales².

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.

Exhibit II-C

FACILITY LICENSE FEE SCHEDULE - NONPROFIT PERFORMING ARTS EVENTS¹

License Fees for July 1, ~~1998~~ 2000- June 30, ~~1999~~ 2001

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	Each Day Over 2 Days	
Opera House ⁶	\$ 2,010	\$ 1,005	\$ 1,005	\$ 505	\$ 2,010	\$ 670
	2,220	1,110	1,110	555	2,220	740
O.H. Rehearsal Hall	180	N/A	N/A	N/A	N/A	N/A
	200					

New Fee Schedules Added for July 1, ~~1999~~ 2001- June 30, 2004 2003:

License Fees for July 1, ~~1999~~ 2001- June 30, 2000 2002

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	Each Day Over 2 Days	
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
Mercer Arena ⁷	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800



License Fees for July 1, 2000-2002- June 30, 2004-2003

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	Each Day Over 2 Days	
Opera House ⁶	N/A	N/A	N/A	N/A	N/A	N/A
O.H. Rehearsal Hall	N/A	N/A	N/A	N/A	N/A	N/A
Mercer Arena ⁷	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800

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.
7. The Mercer Arena will be set-up as a temporary venue during construction of the Opera House and will only be available for Non-Profit events

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.



PAUL SCHELL, Mayor
VIRGINIA ANDERSON, Director



October 10, 2000

HOME TO...

THE ARTS

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

SPORTS TEAMS

Seattle Storm
Seattle SuperSonics
Seattle Thunderbirds

ATTRACTIONS

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

FESTIVALS

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

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

Via: Mayor Paul Schell

Attention: Joan Walters, Director
City Budget Office

Subject: LEGISLATION TO AMEND FEES, CHARGES, TERMS AND
CONDITIONS FOR 2001 AND 2002 USE OF SEATTLE CENTER
DEPARTMENT FACILITIES

Dear Councilmember Pageler:

Attached is proposed legislation regarding the 2001 and 2002 terms and conditions, and rates for use of Seattle Center Department facilities. This is the bi-annual fees and charges amendment and extension of the Seattle Center License Fee Schedule and the corresponding portion of SMC 17.16.015. This legislation is a routine part of adopting Seattle Center's budget.

The rental rates for the following Seattle Center facilities will be increased to cover the rising cost to Seattle Center for providing these facilities. The proposed rate increases reflect the competitive market in which we operate, our attempt to recover as much of our costs as that market will bear, and historical rate changes. In one instance, the rate change reflects the demolition of an existing facility, the Flag Pavilion, to be replaced by the brand-new Festivals Pavilion, opening in September of 2002. The increased rate reflects the new and improved product. Note that all of our rates are for our commercial activities, only, and do not apply to our sponsored and co-sponsored community programs. The new rates also reflect the closure of the Opera House at the end of 2001 and the use of the Mercer Arena as a temporary venue for our nonprofit performing arts organizations, Pacific Northwest Ballet and Seattle Opera. Listed on the following pages are the rental rates that will change.

Schedule for Non-Spectator Events

<u>Facility</u>	<u>2000 Rate</u>	<u>2001 Rate</u>	<u>2002 Rate</u>
	Effective 1-1-00	Effective 1-1-01	Effective 1-1-02
½ Mercer Arena	\$ 1,800	\$ 2,000	\$ 2,000
Flag Pavilion	\$ 750	\$ 750 – closes September, 2001	
Room A	\$ 500	\$ 500 – closes September, 2001	
Room B	\$ 250	\$ 250 – closes September, 2001	
Festivals Pavilion	n/a	n/a	\$ 1,500
Room A	n/a	n/a	\$ 900
Room B	n/a	n/a	\$ 650
Exhibition Hall (see note, below)	\$ 3,000	up to \$ 3,000	up to \$ 3,000
Conference Center	\$ 685	\$ 730	\$ 730
Room A, B	\$ 200 each	\$ 210	\$ 210
Room F,G,H	\$ 120 each	\$ 130	\$ 130
Northwest Rooms	\$ 2,250	\$ 2,250	\$ 2,500
Alki, Rainier, Snoqualmie	\$ 450 each	\$ 450 each	\$ 500 each
Olympic Room	\$ 350	\$ 350	\$ 370
Orcas Room	\$ 110	\$ 110	\$ 120
Lopez Room	\$ 270	\$ 270	\$ 310
Fidalgo Room	\$ 200	\$ 200	\$ 210
Shaw Room	\$ 210	\$ 210	\$ 220
Seattle Center Pavilion	\$ 1,250	\$ 1,250	\$ 1,300

Note: The rate for the Exhibition Hall, which is currently \$3,000 per day, is changed to a flexible rate determined by the Director, not to exceed \$3,000 per day, once its usable size and set-up has been determined following move-in of the offices for the Marion Oliver McCaw Hall contractor in April of 2001.

Schedule for Spectator Events

<u>Facility</u>	<u>2000 Rate</u>	<u>2001 Rate</u>	<u>2002 Rate</u>
	Effective 1-1-00	Effective 1-1-01	Effective 1-1-02
½ Mercer Arena	\$ 1,800 / 9%	\$ 2,000 / 10% -- closes June, 2001	

The Mercer Arena will close for construction to prepare it for Opera and Ballet use which begins in January of 2002. At that time, it will be unavailable for other uses.

The Honorable Margaret Pageler
October 10, 2000
Page Three

Schedule for Nonprofit Performing Arts Events

Facility	2000 Rate	2001 Rate	2002 Rate
	Effective 7-1-00	Effective 7-1-01	Effective 1-1-02
Opera House	\$2,220	\$2,220	n/a
Mercer Arena	n/a	n/a	\$1,800

The daily rate for use of the Mercer Arena by our nonprofit performing arts organizations reflects the increased production costs to those organizations for performing in a non-performance hall setting and recognition of the considerably less-than-ideal condition of the Mercer Arena as a performing arts venue. As is current practice, the Opera and Ballet will continue to pay for all labor expenses required for their individual productions.

We are not proposing any changes to the Terms and Conditions for Seattle Center Facility License Agreements. The only other changes reflected are housekeeping items, and corrections of past typographical errors.

All of us at Seattle Center continue our commitment to being the Nation's Best Gathering Place and believe these changes further that goal. If you have any questions or need further clarification regarding this legislation, please contact Margaret Wetter, Associate Director of Event Production, at 684-7203, or Tom Israel, Director of Resource Management, at 684-7298.

Sincerely,



Virginia Anderson
Director

STATE OF WASHINGTON – KING COUNTY

--SS.

125489
City of Seattle, Clerk's Office

No. ORDINANCE IN

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:120175 ORD IN FUL

was published on

12/13/00

The amount of the fee charged for the foregoing publication is the sum of \$0.00, which amount has been paid in full.

Melvin M. Pascoe

Subscribed and sworn to before me on

12/13/00

Calvin H. Moser
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

ORDINANCE 120175

AN ORDINANCE relating to the Seattle Center Department, establishing the Seattle Center Schedule of License Fees and Terms and Conditions for 2001 and 2002, and amending section 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective January 1, 2001, Section 17.16.015 of the Seattle Municipal Code 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 (Exhibit I entitled "Seattle Center Schedule of License Fees and Terms and Conditions," and in Exhibits II A through II C labeled "Facility License Fee Schedule" all of which are attached to Ordinance 119773 (C.B. No. 113004.)) the "2001 & 2002 Seattle Center Fee Schedules," which are attached as "Attachment A" to the ordinance introduced as Council Bill No. 119431. The 2001 and 2002 Seattle Center Fee Schedules supersedes all prior fee schedules to the extent they are inconsistent.

Section 2. Attachment B shows, by ~~strikeout and underline~~, the changes being made from the 1999 and 2000 Seattle Center Fee Schedules to create the 2001 and 2002 Seattle Center Fee Schedules contained in Attachment A.

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

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

Passed by the City Council the 27th day of November, 2000, and signed by me in open session in authentication of its passage this 27th day of November, 2000.

MARGARET PAGELER,
President of the City Council.
Approved by me this 29th day of November, 2000.

PAUL SCHELL,
Mayor.
Filed by me this 30th day of November, 2000.

(Seal) ERNIE DORNFELD,
Acting City Clerk.
Publication ordered by JUDITH PIPPIN,
City Clerk.

((Boldface denotes deletion.))

Attachments:

A. 2001 & 2002 Seattle Center Fee Schedules

B. 2001 & 2002 Seattle Center Fee Schedules (with underline and strikeout to show changes from 1999 and 2000 fees)

(See City Clerk for Attachments.)

Date of official publication in Daily Journal of Commerce, Seattle, December 13, 2000.
12/13(125489CD)