

Ordinance No. 122101

Council Bill No. 115509

The City of Seattle - Legislative Department
Council Bill/Ordinance sponsored by: _____

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into an agreement with Pratt Fine Arts Center for use of the Department's Pratt Fine Arts Studio to provide arts education, programming, and services.

Committee Action

5-8-06 Passed 6-0

(Excused - Conlin, Lica)

CF No. _____

Date Introduced: <u>MARCH 13, 2006</u>	
Date 1st Referred:	To: (committee) <u>PARKS</u>
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: <u>5-8-06</u>	Full Council Vote: <u>6-0</u>
Date Presented to Mayor: <u>5-9-06</u>	Date Approved: <u>5/17/06</u>
Date Returned to City Clerk: <u>5/18/06</u>	Date Published: <u>2 PPM</u> <u>JSL</u> T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

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

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

(Handwritten initials)

ORDINANCE 122101

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3 AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the
4 Superintendent to enter into an agreement with Pratt Fine Arts Center for use of the
5 Department's Pratt Fine Arts Studio to provide arts education, programming, and
6 services.

7 WHEREAS, Pratt Fine Arts Center (PRATT) has exercised leadership in providing community
8 artistic programming during its twenty years at the City of Seattle's Pratt Facility; and

9 WHEREAS, PRATT has made significant commitments to community-based arts programming,
10 and provided outreach to diverse populations, including young people, throughout the
11 City of Seattle; and

12 WHEREAS, the Department of Parks and Recreation desires to have PRATT continue to help
13 foster a positive and vibrant artistic environment for arts programming, education, and
14 services for the general public, particularly within Seattle's Central Area neighborhood;
15 NOW, THEREFORE,

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

17 Section 1. The Superintendent of Parks and Recreation is authorized to execute, for and
18 on behalf of the City of Seattle, a Use and Occupancy Agreement with Pratt Fine Arts Center in
19 substantially the form attached hereto as Attachment 1, or with such minor additions,
20 modifications, or deletions as the Mayor or said Superintendent deems to be in the best interests
21 of the City.
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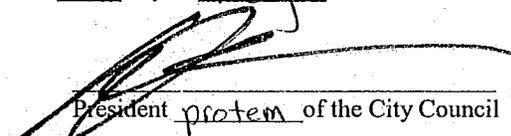


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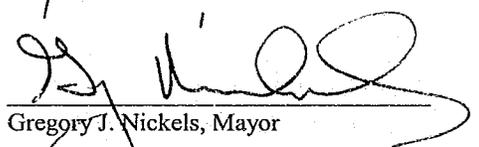
Section 2. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 8th day of May, 2006, and signed by me in open session in authentication of its passage this 8th day of May, 2006.



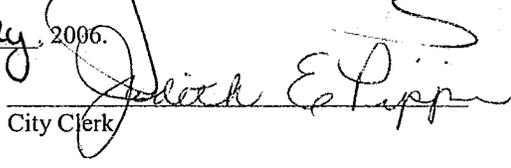
President protem of the City Council

Approved by me this 17th day of May, 2006.



Gregory J. Nickels, Mayor

Filed by me this 18 day of May, 2006.



City Clerk

(Seal)

Attachment 1: USE AND OCCUPANCY AGREEMENT PRATT FINE ARTS CENTER

Exhibits to Attachment 1:

Exhibit A - Land and Building Assignment Map



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Attachment 1
USE AND OCCUPANCY AGREEMENT
PRATT FINE ARTS CENTER

THIS AGREEMENT is made and entered into by and between The City of Seattle ("CITY"), acting by and through the Superintendent of its Department of Parks and Recreation, and PRATT Fine Arts Center, a Washington not-for-profit corporation ("PRATT").

WHEREAS, since 1984, PRATT has provided visual art education and workshops and artist access to studios and equipment at the PRATT Fine Arts Studio, a facility owned by the City and administrated by the Superintendent of the Department of Parks and Recreation ("Superintendent"); and

WHEREAS, under its concession contract with the City, PRATT has implemented artistic programming and outreach programs for diverse communities; and

WHEREAS, the City has recognized its relationship with PRATT as a partnership that helps the Seattle Department of Parks and Recreation ("DPR") fulfill its park and recreation mission; and

WHEREAS, DPR wishes to continue this relationship with PRATT to maintain the delivery of such services to the interested public at this facility;

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions and performances described herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS

In this Agreement:

1.1 "Hazardous Substances" means any hazardous, toxic, dangerous substance, waste, or material which is regulated under any federal, state or local statute, ordinance, or regulation relating to environmental protection.

1.2 "Executive Director" means the person responsible for management of PRATT's activities.

1.3 "Personal Property" means any personal property, equipment, or fixtures that PRATT places or installs on the Premises.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2006 (the "Commencement Date"), and expire June 30, 2016 (the "Initial Term"), unless it is terminated earlier as provided herein. If PRATT is not in default

PRATT FINE ARTS CENTER

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with respect to any material provision of this Agreement, PRATT may extend this Agreement for an additional term of ten (10) years (the "Extended Term") on the same terms and conditions except for Rent, which shall be calculated as described in Section 5.1.3. PRATT shall exercise its option by sending the City a written notice to that effect not less than three months before the expiration of the Initial Term. In this Agreement, the word "Term" includes both the Initial and the Extended Terms.

ARTICLE 3. PREMISES

The Premises that PRATT is authorized to use and occupy during the Term consist of the existing PRATT Fine Arts Studio building (the "Premises" or "Studio"), depicted on the attached Exhibit "A" and located at 1902 South Main Street, Seattle, Washington 98144. The Premises are located on the property legally described as:

Lots 11, 12, Block 10, Hill Tract addition to City of Seattle

Incidental to such use, PRATT may utilize the parking area adjacent to the Premises in common with and upon the same terms and conditions as other users of Pratt Park.

ARTICLE 4. USE, OCCUPANCY AND SERVICES

4.1 Purposes Authorized.

PRATT shall use the Premises solely to provide public artistic and educational programs and for purposes incidental thereto, including occasional fundraising activities and administrative offices.

4.2 Sale of Merchandise and Food.

PRATT may sell general merchandise and food provided it complies with all applicable requirements, such as those pertaining to health, fire, and building safety.

4.3 Board Attendance.

DPR shall be entitled to designate one person who may, upon request of either DPR or PRATT, attend meetings of PRATT's Board of Trustees, including subcommittee meetings.

4.4 Hours of Operation, Scheduling, and Closures.

4.4.1 Hours of Operation.

Except as provided in 4.4.2 Closure of Premises, PRATT shall keep the Studio open and conduct public programs continuously throughout the year. PRATT shall post the hours that the Studio is open on the Premises.

4.4.2 Closure of Premises.

PRATT may close the Premises or any portion thereof for a reasonable period for repairs or remodeling, for taking inventory, etc., subject to the Superintendent's prior approval. PRATT shall post written notice of such impending closure in a conspicuous place on the Premises at least two (2) weeks before the closure date.

The City reserves the right to close the Premises or any portion thereof, without liability of any kind, for maintenance or repairs provided the City gives PRATT ninety (90) days' prior notice of such impending closure except in cases of emergency, when the City may close the Premises without notice of any kind.

4.5 Operation and Services.

4.5.1 Keys.

PRATT shall provide DPR staff with one set of keys to the Premises and such additional sets as DPR may from time to time reasonably request.

4.5.2 Programming Goals.

PRATT shall provide visual arts programs meeting the following community interests:

- Year-round instruction in the visual arts.
- Programming that appeals to and is accessible to diverse populations.
- A reasonable balance of course offerings in art disciplines that fully utilize the PRATT studio resources including, but not limited to, drawing, painting, print-making, sculpture, jewelry; and hot, warm and cold glass.
- Provision of artist access to studios in reasonable proportion to the class schedule.

4.5.3 Scholarship and Program Reports.

By July 7, 2006, and by September 1 of each year thereafter, during the Term, PRATT shall provide DPR with a written report detailing the number of scholarships awarded, a description of the programs provided, including class attendance sizes, and other public benefits provided for the immediately preceding fiscal year ending June 30. With respect to scholarships and other public benefits, the report shall explain the reasons for any significant change in the number of scholarship awards issued from previous years.

4.5.4 Special Programs.

PRATT shall use reasonable best efforts to provide low income and disadvantaged citizens access to the Studio through free and/or discounted classes and workshops.

4.5.5. Staff.

PRATT shall provide qualified personnel or assign volunteers in sufficient numbers to meet the Studio's program staffing needs. PRATT shall review the conduct of any of its employees whose activities may be inconsistent with the proper administration of the Premises and take such action as is necessary to fully correct the situation. PRATT shall engage a licensed agency or company to perform background checks of all staff it intends to work with youth under 18 before they are hired. PRATT shall provide DPR with a written listing of the names and addresses of the members of its Board of Trustees and staff at the beginning of each calendar year, and notify DPR of changes throughout the year.

ARTICLE 5. USE FEES; DPR APPROVED CREDITS AND ADJUSTMENTS THERETO; TAXES

5.1 Use Fee.

5.1.1. Use Fee During Initial Term.

Subject to all the provisions of this Article 5, for use and occupancy of the Premises during the Initial Term, PRATT shall pay the City a monthly Use Fee of \$6,646.00 except as may be adjusted pursuant to Section 5.1.2. The Use Fee shall be payable beginning July 31, 2006 and on the last day of each month thereafter, throughout the Initial Term.

5.1.2 Consumer Price Index Adjustment to Use Fee.

Beginning on the fifth anniversary of the Commencement Date and on each anniversary thereafter during the Initial Term, the Use Fee will be adjusted by the percentage increase that occurred in the Consumer Price Index for all Urban Consumers (CPI-U / 1982-84 = 100) Seattle-Tacoma-Bremerton Metropolitan Area, as published by the Bureau of Labor Statistics, United States Department of Labor, or its successor ("the Index") during the preceding calendar year ("the CPI Increase"); provided, however, that the percentage increase shall not exceed 4% in any one year. Should any year's CPI percentage change be less than zero, the Use Fee shall not change from that of the prior year. If there is any change in the Index base (1984-82=100) or other modification of the Index, or if the CPI is discontinued, the Superintendent, in consultation with the Executive Director, shall select a similar index

of comparable statistics on the cost of living for King County as shall be computed by an agency of the United States or by a responsible financial periodical or other recognized authority.

5.1.3 Use Fee During Extended Term.

Six months before the expiration of the Initial Terms, DPR shall notify PRATT of the Superintendent's determination of the Fair Market Value of the Premises. If PRATT thereafter exercises its option to extend this Agreement, then the Use Fee for the initial year of the Extended Term shall be the greater of the then-current annualized Use Fee or the Fair Market Value. The CPI adjustment to the Use Fee described in Subsection 5.1.2 shall apply for the balance of the Extended Term,

5.2 Use Fee Offsets

5.2.1 Maintenance Expenditure Offset. Subject to the provisions of Subsection 5.2.3, for the duration of this Agreement PRATT shall be entitled to an offset against the Use Fee equal to the cost of its expenditures for major maintenance and repairs to the Premises, as generally described in Section 8.2.2. On or before September 1 of each year during the Term, PRATT shall provide DPR with a list of proposed items of major maintenance or repair that it intends to perform during the following 12 months and a cost estimate for each item. DPR shall review the list of proposed expenditures and shall approve or reject the proposed work items within 30 days after receiving PRATT's list.

On or before December 1 of each year in which PRATT has undertaken major maintenance and repairs for which it intends to claim an offset (or, for the first year of this Agreement, on or before the Commencement Date), PRATT shall provide the Superintendent with documentation demonstrating PRATT's actual expenditures for such work. PRATT may offset the actual costs of maintenance and repairs concluded during any calendar year beginning January of following year in 12 equal installments, to an annual maximum of six thousand dollars (\$6,000). Qualifying credits greater than six thousand dollars (\$6,000) in any year may be carried forward to future year(s). Beginning on the fifth anniversary of the Commencement Date and on each anniversary thereafter during the Initial Term, the Major Maintenance Offset will be adjusted by the percentage increase that occurred in the Consumer Price Index for all Urban Consumers (CPI-U / 1982-84 = 100) Seattle-Tacoma-Bremerton Metropolitan Area, as published by the Bureau of Labor Statistics, United States Department of Labor, or its successor ("the Index") during the preceding calendar year ("the CPI Increase"); provided, however, that the percentage increase shall not exceed 4% in any one year.

5.2.2 Public Benefit Offset. Subject to the provisions of Subsection 5.2.3, for the duration of this Agreement PRATT shall be entitled to an offset against the Use Fee for the value to the City of the public benefit components of PRATT's program. PRATT shall calculate the offset annually,

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based upon the value of PRATT's fee discounts, scholarships, programming and stewardship activities, and shall include its valuation estimate in the program report required pursuant to Subsection 4.5.3.

The Superintendent, acting reasonably, shall approve or revise PRATT's public benefit offset calculation within 30 days following receipt of each annual report. On or before July 7, 2006, PRATT shall provide the Superintendent with its public benefit offset calculation for the period from July 1, 2005 through June 30, 2006. PRATT may offset the approved value of such public benefits in 18 equal monthly installments, from July 2006 through December 2007. Thereafter, PRATT may offset the approved value of each year's public benefits in 12 equal monthly installments on a calendar year basis.

5.2.3 Limitation on Offsets Notwithstanding anything in this Agreement to the contrary, in no event shall PRATT's monthly Use Fee be less than \$1,000.

5.2.4 Interest on Late Payments. Any amounts due to the City pursuant to this section that are not paid in full within thirty (30) days after the date invoiced shall bear interest at the maximum legal rate from the date due until paid.

5.3 Taxes.

The Use Fee does not include any state tax that may be levied or assessed as a consequence of this Agreement or any activity of PRATT. PRATT shall pay, before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed, or imposed upon PRATT's Personal Property installed or located in the Premises or upon its interest in this Agreement or the Premises, including Washington State Leasehold Excise Tax (Ch. 82.29A RCW) on the Use Fee. Any reduction of the Use Fee under Subsection 5.2 shall have no effect on the amount of Washington State Leasehold Excise Tax due and payable hereunder.

ARTICLE 6. FINANCES AND PAYMENT PROCESSES

6.1 Payment of Monthly Use Fees and Tax.

The monthly Use Fee and applicable Washington State Leasehold Excise Tax shall be paid on or before the tenth (10th) day of each month during the Term to the City of Seattle c/o Seattle Department of Parks and Recreation, Concessions Coordinator, Contract and Business Resources Office, Magnuson Park and Business Resources, 6310 NE 74th St., Suite 109E, Seattle, Washington 98115, or such other address as DPR may provide.

PRATT FINE ARTS CENTER

6.2 Administrative Charges Due to Late and Refused Payments.

PRATT shall pay a twenty dollar (\$20) late charge if DPR does not receive any payment due hereunder within ten days from the due date.

6.3 Interest Charges for Overdue Payments.

If any payment due hereunder is not paid within thirty (30) days after the due date, a late charge of one (1%) percent of the amount due and unpaid shall be added to the payment and the total sum shall become immediately due and payable, in accordance with Ordinance 117969.

ARTICLE 7. UTILITIES AND RELATED CHARGES

7.1 Utility Accounts.

PRATT shall secure and pay for all necessary utilities during the Term.

7.2 Prorated Utility Charge.

DPR shall pay to PRATT a prorated share of any utility bill for any month that DPR conducts any program activity on the Premises.

7.3 City Not Liable for Utility Service Failures.

The City shall not be liable, and PRATT hereby waives any claim against the City, for the failure, for any reason whatsoever, of any utility service for the Premises.

ARTICLE 8. CARE OF PREMISES

8.1 Routine Maintenance and Repair.

PRATT shall arrange and pay all costs for routine maintenance and repairs to the Premises and all building systems therefor, including but not limited to electrical and mechanical systems, glass, heating and plumbing systems, furniture, fixtures, and equipment. All work shall be performed in accordance with a plan approved by the Superintendent and to the Superintendent's reasonable satisfaction, and shall comply with all applicable laws, rules, and regulations.

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8.2 Major Maintenance and Repair.

8.2.1 Building Exterior. DPR shall determine the need for and be responsible for all major maintenance for the exterior of the Premises, including the exterior walls and roof, and for any access roads and parking areas.

8.2.2 Building Interior. PRATT shall undertake all major maintenance and repairs to the interior of the Premises that either party determines may be required during the Term. If DPR determines that the existing Studio building requires major interior repairs and/or improvements that would significantly improve or prolong the life of the facility, then PRATT shall cause such repairs and/or improvements to be made in accordance with DPR-approved plans and specifications, and the amount of such repairs and/or improvements shall be an offset against the monthly Use Fee, as described Subsection 5.2.1.

8.3 Custodial/Grounds Maintenance.

8.3.1 PRATT Obligations. PRATT shall provide all necessary housekeeping and janitorial services for the interior of the Premises to a level consistent with other similar facilities and operations and to the Superintendent's reasonable satisfaction. PRATT shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.

8.3.2 DPR Obligations. DPR shall be responsible for the ordinary maintenance of the grounds surrounding the Studio, including Pratt Park areas, the parking area, and outdoor lighting. Such maintenance shall include lawn mowing and trimming, removal of plants when required, control of noxious weeds, and clearing of leaves and other natural debris; and shall be to the same standard, and generally with the same frequency, as maintenance of grounds at other City parks.

8.4 Fire Alarm Systems.

PRATT shall comply with all laws and regulations regarding ventilation, exhaust, and alarm warning systems, and shall have all necessary permits for the operation of any and all equipment on the Premises.

8.5 Joint Annual Inspection of Premises.

In order that a high standard of physical appearance, operations, repair, and maintenance is maintained, the parties shall conduct a joint inspection of the Premises, annually.

8.6 City Remedy for Failure to Maintain Premises.

If PRATT fails to maintain the Premises, within a reasonable time after delivery of a written notice of non-compliance, DPR shall have the right, at its option and in addition to all other remedies, to undertake such work and to invoice PRATT for the costs. DPR shall have no liability to PRATT for any damage, inconvenience, or interference with PRATT's use of the Premises as a result of the City's performing any such work.

8.7 Security.

PRATT shall be responsible for security for the Premises.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

To the fullest extent permitted by law, PRATT shall indemnify the City for and against any and all liability, claims, damages, costs, or expenses (including reasonable attorney's fees and costs and all other litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) to the extent caused by the negligence of PRATT, or any of its officers, employees, agents, contractors, or volunteers on or about the Premises, or from any violation of law. If any suit or action is brought against the City, PRATT, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or the City and PRATT jointly; provided, that if the City determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action.

The above indemnity shall not apply to the extent the death, injury, damage, loss, cost, or expense was caused by the sole negligence of the City or its officers, employees, or agents.

9.2 Survival of Indemnification Obligation.

The indemnification obligations of PRATT hereunder shall survive the expiration or earlier termination of this Agreement.

9.3 Insurance to be secured by PRATT.

At all times during the Term, PRATT shall maintain the following insurance with respect to its operations on the Premises:

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9.3.1 Commercial General Liability (CGL) insurance including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Personal/Advertising Injury and Employers Liability/Stop Gap with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage, except \$1,000,000 each offense as respects Personal/Advertising Injury and \$1,000,000 each employee/disease Employer's Liability.

9.3.2 Automobile Liability insurance covering owned, non-owned, leased and hired automobiles with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage.

9.3.3 Workers Compensation insurance in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If PRATT is qualified as a self-insurer in accordance with Chapter 51.14 RCW, it shall so certify in a letter to the City signed by a corporate officer.

9.3.4 All risks of direct physical loss or damage Property insurance, including earthquake and flood, for the Premises, including tenant improvements and betterments, and on all personal property within or about the Premises, with said insurance based on the current replacement value of the Premises.

9.4 Insurance Terms and Conditions.

9.4.1 Any deductible and/or self-insured retention in excess of \$25,000 must be disclosed and is subject to the approval by the City's Risk Manager. PRATT shall provide such information as the City may reasonably require to determine PRATT's financial risk-bearing capacity. The cost of any claim payments falling within any such deductible and/or self-insured retention shall be PRATT's responsibility.

9.4.2 As respects CGL and Automobile Liability insurance, the City of Seattle shall be an additional insured on a primary and non-contributory basis subject to a standard separation of insureds provision.

9.4.3 As respects Property Insurance, the City of Seattle shall be an additional insured and loss payee.

9.4.4 The limits of liability specified in Subsections 9.3.1 and 9.3.2 are minimum limits of liability only. As respects, subsection 9.3.2 above, the City shall be an additional insured for the full valid and collectible limits of liability available to PRATT, whether such limits are primary, excess, contingent or otherwise.

9.4.5 All policies shall be issued by insurers rated A - VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as surplus lines under the provisions of Chapter 48.15 RCW , unless otherwise approved by the City. (This provision does not apply to Washington State Worker's Compensation insurance provided by the State of Washington Department of Labor and Industries.)

9.4.6 If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require PRATT to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to PRATT.

9.4.7 PRATT shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Subsection 9.5.1 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment of premiums, in which case notice shall be given not less than 10 days prior to the date of cancellation.

9.5 Evidence of Insurance.

9.5.1 PRATT shall deliver evidence that it has complied with the foregoing insurance requirements to each of the following:

Department of Parks and Recreation	The City of Seattle
Magnuson Park and Business Resources	Risk Management Division
6310 NE 74 th St., Suite 109E	P.O. Box 94669
Seattle, WA 98115	Seattle, WA 98124-4669

Such evidence shall include an actual copy of the additional insured endorsement or policy wording that verifies, among other things, that the City is an additional insured under the Commercial General Liability insurance for primary and non-contributory limits of liability.

9.6 Failure to Insure Constitutes Breach.

PRATT's failure to comply with any of the terms of the insurance provisions of this Agreement shall be a material breach. If PRATT fails to procure and maintain the required insurance, without waiving any other remedies to which the City may be entitled, the City may procure the required insurance from whatever source the City deems reasonable, and charge PRATT the cost of the premium plus an administrative fee equal to twenty percent (20%) of the premium, which shall be due and payable immediately upon PRATT's receipt of the invoice therefor.

PRATT FINE ARTS CENTER

9.7 Waiver of Subrogation.

PRATT hereby waives all subrogation rights against the City and its agents for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or other property insurance applicable to the Premises.

9.8 Assumption of Risk.

The placement and storage of Personal Property on the Premises shall be the responsibility, and at the sole risk, of PRATT.

ARTICLE 10. CITY CONTROL OF PREMISES AND VICINITY

10.1 City Control of Common Areas.

Pratt Park and the parking areas surrounding the Premises are subject to the City's exclusive control and management. Accordingly, the City may do any and all of the following (among other activities in support of Parks and Recreation Department or other municipal objectives), all without incurring any liability whatsoever to PRATT:

- Change of Vicinity. Increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, and parking areas in the vicinity of the Premises.
- Traffic Regulation. Regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of PRATT and its invitees, employees, and patrons.
- Display of Promotional Materials. Erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to the Premises.
- Promulgation of Rules. Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any DPR property including but not limited to the Premises.

10.2 Park Department Use of Premises.

DPR shall have access to the Premises at no charge for community meetings and other DPR programs on an as-available basis by contacting the Executive Director one (1) week in advance of the proposed use date. DPR shall provide staffing or pay reasonable opening and closing charges if its use of the Premises is on a day or during a time that PRATT does not normally open the Premises and DPR staff are not available to do so.

PRATT FINE ARTS CENTER

ARTICLE 11. ALTERATIONS OR IMPROVEMENTS

PRATT shall not make any major alteration or capital improvement(s) in or to the Premises without the Superintendent's prior written approval of plans and specifications therefor. The Superintendent may impose restrictions or conditions on any proposed work, including requiring payment and performance bonds in the amount of the work. All DPR-approved alterations or capital improvements shall remain in and be surrendered with the Premises at the expiration or earlier termination of this Agreement, unless DPR agrees otherwise. At the time PRATT proposes to make a capital improvement, PRATT may request DPR to notify PRATT whether such improvement may or must be removed upon expiration or termination of this Agreement and DPR shall make such election in a timely manner.

ARTICLE 12. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, PRATT shall promptly commence such repairs as will restore the Premises, the tenant improvements and Personal Property therein to the condition immediately preceding the casualty as nearly as reasonably possible. Notwithstanding the foregoing, if (i) more than fifty percent (50%) of the Premises are damaged as a result of the casualty; or (ii) repair and restoration cannot reasonably be completed within eighteen (18) months from the date of the casualty; or (iii) the casualty occurs during the final two (2) years of the Term; or (iv) the insurance proceeds plus the deductible and any funds contributed by PRATT are insufficient to restore the Premises, then either PRATT or the City may terminate this Agreement upon 30 days' written notice to other specifying the effective date of such termination.

From the date of the casualty through completion of repairs, the Use Fee shall be abated in the same proportion that the unusable portion bears to the whole of the Premises, as the City may reasonably determine, unless PRATT's negligence or that of its agents, invitees, or guests, or PRATT's breach of this Agreement caused or contributed to the casualty, in which event there shall be no abatement. The City shall not be liable to PRATT for damages, compensation, or other sums for inconvenience, loss of business, or disruption resulting from any repairs to or restoration of any portion of the Premises.

ARTICLE 13. CONDEMNATION

If any part of the Premises is taken or condemned, and a part thereof remains susceptible of occupation hereunder, this Agreement shall, as to the part so taken, terminate as of that date and title shall vest in the City. The use and occupancy fee payable shall be adjusted so that PRATT shall pay only for that useable portion of square feet remaining after the condemnation, but in such event the City shall have the

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option to terminate this Agreement by notice to PRATT within thirty (30) days of the date when title to the part so condemned vests in the City. If part or all of the Premises is taken or condemned, all compensation awarded upon such condemnation or taking shall go to the City, and PRATT shall have no claim, and shall irrevocably assign and transfer to the City any right to compensation or damages payable by reason of the condemnation.

ARTICLE 14. COMPLIANCE WITH LAW

14.1 General Requirements.

PRATT shall comply with all applicable laws of the United States and the State of Washington; the Charter and Ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and officers thereof now existing or hereafter enacted or promulgated. Whenever PRATT is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents, or invitees, PRATT shall immediately desist from and/or prevent or correct such violation.

14.2 Licenses and Other Authorizations.

PRATT shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof. PRATT shall submit such evidence as may be required by DPR. PRATT shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals and for obtaining a certificate of occupancy prior to the use or occupancy of any modified portion of the Premises.

14.3 Equality of Treatment.

PRATT shall conduct its business in a manner that assures fair, equal, and nondiscriminatory treatment at all times, in all respects, to all persons in accordance with all applicable laws, ordinances, resolutions, rules, and regulations. Any failure to comply with this provision shall be a material breach of this Agreement.

14.4 Nondiscrimination

PRATT will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle,

PRATT FINE ARTS CENTER

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including but not limited to Chapters 14.04, 14.10, 20.42 and 20.45 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

14.5 Americans with Disabilities Act Compliance.

PRATT, at no cost to the City, shall comply with all requirements of the Americans with Disabilities Act for existing buildings, as now or hereafter amended, and all rules and regulations implementing the same.

14.6 Prevailing Wages.

The undertaking of any construction, alteration, improvement, enlargement, repair, demolition, maintenance, and the performance of janitorial service activity by janitors, rug shampooers, floor waxers, and window cleaners is subject to the requirements of R.C.W. Ch. 39.12 (Prevailing Wages on Public Works), as amended or supplemented.

14.7 Environmental Standards.

14.7.1 General. PRATT shall not commit or suffer any waste to be dumped upon the Premises and will not do or permit to be done in or about the Premises anything that is inconsistent with this Agreement or the Park Code as now existing or hereafter amended or any activity that is inconsistent with the use authorized or that will be dangerous to life or limb, or that will increase any insurance rate upon the Premises.

14.7.2 Hazardous Materials. PRATT shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance with all applicable Laws and Regulations. If requested PRATT shall maintain and provide the City with a (USEPA) waste generator number, and with copies of all Material Safety Data Sheets (MSDS), and annual dangerous waste reports, environmentally-related regulatory permits or approvals and any correspondence PRATT receives from, or provides to, any governmental unit or agency in connection with the handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance.

14.7.3 Environmental Testing. PRATT shall permit the City access to the Premises upon reasonable notice for the purpose of conducting annual inspections and environmental testing at the City's expense. PRATT shall not conduct or permit others to conduct environmental testing on

the Premises without the Superintendent's prior approval. PRATT shall provide a copy of all test results upon receipt.

14.7.4 Violation of Environmental Standards; City's Remedial Rights. If PRATT violates any of the conditions concerning the presence or use of Hazardous Substances or the handling or storing of hazardous wastes, PRATT shall promptly take such action as is necessary to mitigate and correct the violation. If PRATT does not act in a prudent and prompt manner, the City reserves the right, but not the obligation, to come onto the Premises and to take such action as deemed necessary to ensure compliance or to mitigate the violation. In addition, the City shall be entitled to full reimbursement from PRATT for any costs resulting from the violation including, but not limited to, costs of clean-up or other remedial activities, fines, penalties assessed directly against the City, injuries to third persons, or other properties, and loss of revenues resulting from an inability to allow other persons or entities to use or occupy the Premises due to its environmental condition as the result of PRATT's violation (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

ARTICLE 15. LIENS AND ENCUMBRANCES

PRATT shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's request, PRATT shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

ARTICLE 16. RECORDS, BOOKS AND DOCUMENTS/REPORTING

16.1 Accounting Books and Records.

PRATT shall maintain books, records, documents, and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by the DPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

16.2 Annual Financial Report.

PRATT shall submit to DPR an annual audited financial report of operations prepared by an independent certified public accounting firm within ninety (90) days after the end of each of its fiscal years during the Term. Such annual report shall cover the period from September 1 through August 31, and

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include all tests, findings, and financial reports in accordance with generally accepted accounting procedures (GAAP).

16.3 Over and Under-payments.

If, through any audit or otherwise, PRATT is found to have made any overpayment or underpayment hereunder, the Superintendent shall notify PRATT of the amount of the over- or under-payment. Any over-payment shall be a credit against any fees and charges subsequently due or shall be refunded to PRATT, at its option; under-payments shall be immediately due and payable and shall be delinquent if not paid within ten (10) days after the date of such notice.

16.4 Access of Records and Reports.

At the City's request, PRATT shall promptly provide, at PRATT's expense, necessary data to enable the City to fully comply with any and every requirement of the State of Washington or the United States of America for information or reports relating to this Agreement and to PRATT's use of the Premises.

16.5 Retention of Records.

PRATT shall retain all books, records, documents, and other material relevant for four (4) years after the expiration or termination of this Agreement, and make them available for inspection by persons authorized under this Agreement at such times and on such forms as the City may require.

16.6 Off Premises Operations.

PRATT shall provide to DPR, upon request, information about program activity in all facilities used by PRATT.

ARTICLE 17. ENTRY & INSPECTION OF PREMISES

DPR or its agents shall have the right to inspect and to show the Premises to other prospective users at all reasonable times, and to enter the same for purposes of cleaning, repairing, altering, or improving the Premises but this right shall impose no obligation on DPR to make any inspection, repair, or improvement.

ARTICLE 18. SIGNS AND ADVERTISING

18.1 Signs, Generally.

Except as otherwise stated herein, PRATT shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. PRATT shall remove all signage at the expiration or earlier termination of this Agreement and repair any damage or injury to the Premises.

18.2 On-Premises Signs.

PRATT may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event or semester beginning two weeks immediately before the event advertised, through the conclusion of such event. Exterior signage shall include the Premises' name, PRATT's name and the DPR logo and shall be constructed in a style and size consistent with the DPR sign policy.

18.3 Recognition.

When applicable, PRATT shall include a statement in its printed materials stating "We would like to thank the Department of Parks and Recreation for providing a location for PRATT Fine Arts Studios." PRATT shall also list DPR and the DPR logo in the "Thanks to our sponsors" section of its quarterly or other class schedule(s).

ARTICLE 19. INSOLVENCY

If PRATT becomes insolvent and a receiver takes possession of all or any part of PRATT's assets, or (ii) PRATT makes a general assignment for the benefit of creditors, or (iii) PRATT takes any action under any insolvency or bankruptcy act, and if such action continues for a period of thirty (30) days, PRATT shall be in breach of this Agreement, and DPR may, at its election and without notice, terminate this Agreement. In that event, DPR shall be entitled to immediate possession of the Premises.

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ARTICLE 20. MORTGAGING, TRANSFERRING, SUBLEASING, ASSIGNMENT OR SALE OF INTEREST

20.1 Interests not Transferable.

PRATT shall not transfer, assign, mortgage, hypothecate, or convey this Agreement or any interest therein, in whole or in part, nor lease or license use or occupancy of the Premises or any part thereof to any other person, firm, or corporation without the Superintendent's prior written approval, which approval may be granted, withheld, or conditioned in each instance in the Superintendent's sole discretion. Any sublessee, assignee, or transferee approved by DPR must accept and assume, in writing, all the terms and conditions of this Agreement. Any transfer of this Agreement by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment hereunder. The parties agree that the foregoing prohibition against subleasing and licensing does not apply to PRATT's "Studio Access Program" and similar programs whereby PRATT makes available studio space to artists on an hourly or short term basis for a fee.

20.2 Insolvency.

If PRATT files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for PRATT'S assets or if PRATT makes an assignment for the benefit of creditors, or if PRATT is adjudicated insolvent, PRATT shall be in default of this Agreement.

20.3 No Waiver.

The Superintendent's consent to any assignment or transfer shall not waive the need for consent to any subsequent assignment or transfer.

20.4 Administrative Costs.

Each time this Agreement is assigned or transferred, or the Premises or any portion thereof are occupied by any approved person or entity other than PRATT, PRATT shall pay the City an administrative fee equal to twenty-three and one-half percent (23.5%) of the monthly Use Fees (without any offset) to defray the City's cost of processing documents and other administrative expenses.

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ARTICLE 21. TERMINATION

21.1 Process for Termination of Agreement.

21.1.1 For Cause. Either party may terminate this Agreement if the other party has materially breached the Agreement and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party within the time stated in this Agreement or, if no time is stated, then within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default or deficiency.

21.1.2 For Reasons beyond the Control of the Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to: acts of Nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

21.1.3 For PRATT's Convenience. If PRATT determines, at any time, that the Premises are no longer required for its use, it may terminate Agreement upon ninety (90) days' written notice to DPR.

21.2 Notice of Termination.

Notice of termination other than pursuant to Subsection 21.1.3, shall be given, in writing, by the party terminating this Agreement to the other party not less than five (5) days prior to the effective date of termination.

21.3 City Remedies for Material Breach.

If the City terminates this Agreement for cause, DPR, in addition to other rights or remedies that it may have, shall have the right to re-enter said Premises and to make necessary alterations and repairs to restore the Premises to the condition desired by the DPR, and authorize others to temporarily use and occupy the Premises, all at PRATT's cost and expense. No temporary use or reletting of the Premises following PRATT's material breach of this Agreement shall relieve PRATT from liability for the Use Fees PRATT is required to pay hereunder unless the Superintendent determines otherwise.

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ARTICLE 22. VACATING OF PREMISES

Upon the expiration or earlier termination of this Agreement, PRATT shall return the Premises, together with all DPR-approved capital improvements made thereto and fixtures installed therein, in good condition, except for normal wear and tear, unless the City consents otherwise. All right, title, and interest of PRATT in the Premises including but not limited to the leasehold improvements installed therein, and all items acquired by PRATT with grant funds provided by or through the City, shall vest in the City without the need for any action by either party hereto except that PRATT shall provide the City with a bill of sale for the same at the City's request.

PRATT shall remove any portable Personal Property that is easily removed and confirmed as PRATT's and if there is damage to the Premises as a result of the removal, then PRATT shall restore them to their pre-existing condition. If PRATT fails to remove its Personal Property from the Premises, DPR shall have the right, but not the obligation, to remove the same and may store it in any place selected by DPR, including but not limited to a public warehouse, at PRATT's sole expense and risk and such property shall be subject to sale, without notice to PRATT, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first, to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from PRATT to the City. The balance, if any, shall be paid to PRATT.

ARTICLE 23. NOTICES

All communications between the parties under this Agreement shall be in writing and shall be sufficiently given if either personally served upon the other party or sent via facsimile or the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to PRATT:

Executive Director
PRATT Fine Arts Center
1902 South Main Street
Seattle, WA 98144
Telephone: 206-328-2200, ext. 24 Fax: 206-328-1260

If to the City:

Seattle Department of Parks and Recreation
Manager, Mapelson Park and Business Resources
6310 NE 74th St Suite 109E
Seattle, WA 98115

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Telephone: 206-684-8001 Fax: 206-684-4997

or to such other address as either party hereto may specify, in writing.

ARTICLE 24. MISCELLANEOUS

24.1 Captions.

The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Agreement.

24.2 Binding Effect.

The provisions, covenants, and conditions contained in this Agreement inure to the benefit of the parties hereto and their successors and assigns.

24.3 Applicable Law.

This Agreement shall be construed and interpreted under Washington law.

24.4 Jurisdiction and Venue.

The jurisdiction and venue for any litigation between the parties regarding this Agreement shall be in the King County Superior Court of the State of Washington.

24.5 No Partnership or Joint Venture Created.

The City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer with PRATT.

24.6 City's Remedies Cumulative.

The City's rights under this Agreement are cumulative; failure on the part of the City to exercise promptly any rights given hereunder shall not operate to forfeit any such rights. The City shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

24.7 Amendments.

No modification of this Agreement shall be binding unless reduced to writing and signed by an authorized representative of each of the parties hereto.

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24.8 Force Majeure.

Neither party shall be in default hereunder if and to the extent a party's non-performance is the result of events not reasonably foreseeable by and beyond the reasonable control of the affected party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of Nature; acts of war or public rebellion; fire or other casualty for which PRATT is not responsible.

24.9 No Third Party Rights.

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation that is not a party hereto.

24.10 Effectiveness of Agreement.

This Agreement shall become effective only when approved by the Seattle City Council and executed by an authorized representative of each party.

24.11 No Waivers.

No action other than a written document from the Superintendent specifically so stating shall constitute a waiver by City of any particular breach or default by, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. The City's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

24.12 Exhibits.

The following documents, whether or not attached hereto, are hereby incorporated into this Agreement as if set forth in full herein:

Exhibit "A": Land and Building Assignment Map

24.13 Severability.

Should any term, provision, condition, or other portion of this Agreement be held invalid, such invalidity shall not affect the other provisions of this Agreement, which shall otherwise continue in full force and effect.

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24.14 Entire Agreement.

This Agreement, and all attachments and exhibits pertaining to it, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written understandings, agreements, promises, or other undertakings between the parties on the subject. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of the Agreement are not to be construed against either party based on drafting.

IN WITNESS WHEREOF, the parties hereto have caused this Use and Occupancy Agreement to be executed by their respective representative:

PRATT FINE ARTS CENTER BOARD OF TRUSTEES

By: _____

Title: _____

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

I certify that I know of or have satisfactory evidence that _____ signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature of Notary Public)

(Printed name)

PRATT FINE ARTS CENTER

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Residing at:

My appointment expires:

THE CITY OF SEATTLE

Kenneth R. Bounds, Superintendent
Department of Parks and Recreation

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kenneth R. Bounds signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Superintendent of the Department of Parks and Recreation of The City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in this instrument.

Date: _____

(Signature of Notary Public)

(Printed name)

Residing at:

My appointment expires:

EXHIBIT "A"—MAP OF PREMISES

PRATT FINE ARTS CENTER

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Exhibit A to Use and Occupancy Agreement

GENERAL NOTES

1. THE WORK OF THIS PROJECT CONSISTS OF A REPROGRAM & RESTORATION TO THE EXISTING BUILDING TO BE USED AS A THEATRE CENTER, A COMPONENT OF A NEW COMMUNITY CENTER BUILDING, AND CONSTRUCTION OF THE NECESSARY TO COMPLETE THE BUILDING AND TO PROVIDE NECESSARY UTILITIES.
2. THE WORK OF THIS PROJECT IS SUBJECT TO THE APPROVAL OF THE CITY OF SEATTLE.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.

STRUCTURAL NOTES

1. THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.
2. FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.
3. CONCRETE SHALL BE 4000 PSI / 3000 PSI, AS SPECIFIED IN THE CONTRACT DOCUMENTS.
4. REINFORCING STEEL SHALL BE #4 AND #5 BARS, AS SPECIFIED IN THE CONTRACT DOCUMENTS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.
6. STRUCTURAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.
7. ALL STRUCTURAL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.
8. FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SEATTLE AND APPLICABLE STATE AND FEDERAL REGULATIONS.
9. CONCRETE SHALL BE 4000 PSI / 3000 PSI, AS SPECIFIED IN THE CONTRACT DOCUMENTS.
10. REINFORCING STEEL SHALL BE #4 AND #5 BARS, AS SPECIFIED IN THE CONTRACT DOCUMENTS.

YES-ER/ATLANTIC PARK - REPROGRAM

WEEKS & PARTNERS	ARCHITECTS	DATE
NOVEMBER 1988	NOVEMBER 1988	
APPROVED:	CITY OF SEATTLE	DATE
DESIGNED BY: <i>E. B. B. B.</i>	CITY OF SEATTLE	
DATE: 11/1988	CITY OF SEATTLE	
SCALE: 1/8" = 1'-0"	CITY OF SEATTLE	



Exhibit A to Attachment 1 to DPR Pratt Agreement Ordinance

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks & Recreation	Isabel Hamilton 684-4218 Charles Ng 684-8001	Tyler Running Deer 684-8075

Legislation Title:

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into an agreement with Pratt Fine Arts Center for use of the Department's Pratt Fine Arts Studio to provide arts education, programming, and services.

• **Summary of the Legislation:**

The proposed legislation authorizes the Superintendent of Parks and Recreation to enter into a ten-year lease agreement with Pratt Fine Arts Center (PRATT). The proposed agreement includes an option to extend for another ten years at the mutual consent of both parties.

• **Background:**

Arts and crafts programs and services have been available and provided to the public at Department of Parks and Recreation (DPR) facilities for at least 20 years. From the late 1970's to the mid 1980's such programming and services were provided by DPR, but due to budget reductions, DPR was no longer able to run arts and crafts programs at its facilities. With the aid of Performing and Visual Arts (PVAs) organizations such as the Seward Art Studio, Bathhouse Theater, Seattle Public Theater, and the subject of this legislation--PRATT-- DPR has continued to provide these services and programs to the public by entering into agreements with PVA organizations. In exchange for the right to provide arts and crafts services at DPR facilities, the PVAs pay DPR a fee from their sales or a flat rental rate.

PRATT has been the primary service provider at DPR's Pratt Facility since the mid 1980's and has operated through a series of annual permits. DPR and PRATT agreed that it was appropriate to enter into a long term agreement and negotiations were completed in November 2005. The proposed agreement will ensure continuing programs and services to the public and a negotiated annual payment to DPR.

For the first five years the annual use fee is set at \$79,752 per annum. PRATT will be allowed to offset a maximum of \$67,752 per year. Offsets can include public benefit discounts and a maximum of \$6,000 per year from costs related to major maintenance. After five years both the annual use fee rate and the major maintenance offset allowance will be subject to Consumer Price Index Adjustment. See the Use and Occupancy Agreement, Sections 5.1.2 and 5.2.



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Between September 1, 2003 through August 31, 2004 PRATT reported \$116,070 in benefits to the public through scholarships and tuition waivers.

Currently, and continuing under this lease, PRATT is responsible for routine maintenance and repairs to the premises and all building systems including electrical and mechanical, glass, heating, and plumbing systems. PRATT also is responsible for all major maintenance and repairs to the interior systems that either DPR or PRATT determine are necessary to improve or prolong the life of the building. DPR continues to be responsible for the major maintenance to the exterior of the buildings including walls, roof, and surrounding property. All improvements are considered City property, and remain City property at the end of the lease term.

- Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations: NA

Fund Name and Number	Department	Budget Control Level*	2006 Appropriation	2007 Anticipated Appropriation
TOTAL	NA			

Notes: There is no appropriation requested by this legislation.

Anticipated Revenue/Reimbursement: Resulting From This Legislation:

Fund Name and Number	Department	Revenue Source	2006 Revenue	2007 Revenue
Park and Recreation Fund (10200)	Parks and Recreation	Income from Use Fee payment	\$6,000 (1/2 year)	\$12,000
TOTAL			\$6,000	\$12,000

Notes: This legislation will result in \$6,000 of revenue in 2006 because the effective date is July 1, 2006. Between January 1 and July 1 PRATT will operate under a temporary agreement that will also result in \$6,000 in revenue, but is not the subject of this legislation. Total annual revenues of \$12,000 are included in the 2005-2006 adopted budget and will be proposed in the 2007-2008 budget as well.



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Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact:

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2006 Positions	2006 FTE	2007 Positions**	2007 FTE**
TOTAL	NA						

Notes: There are no positions requested as a result of this legislation.

- **Do positions sunset in the future?**
Not applicable.

Spending/Cash Flow:

Fund Name and Number	Department	Budget Control Level*	2006 Expenditures	2007 Anticipated Expenditures
TOTAL	NA			

Notes: Not applicable.

- **What is the financial cost of not implementing the legislation?**
 Since 2000, DPR has collected approximately \$45,000 in revenues from PRATT. The new lease with PRATT would guarantee at least \$12,000 per year or \$120,000 over the next ten years to DPR. If PRATT was no longer operating, DPR would forego at least \$12,000 per year of income and there would be a loss of arts and crafts programming services to the public at the Pratt Facility. DPR would need to operate these programs itself or contract out with another organization who wants to operate the site.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
 DPR could operate the facility entirely with City staff, although the City lacks the same expertise, capability, and funding to do this.

- **Is the legislation subject to public hearing requirements:** No.

- **Other Issues:**
 This legislation will enable DPR to continue to provide arts and craft services at its Pratt Facility, receive income, and support programs and services to the public.

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City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

February 28, 2006

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

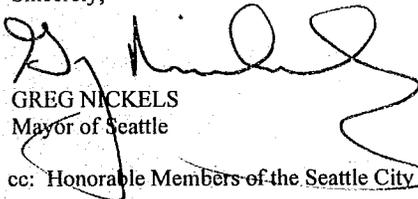
Dear Council President Licata:

I am pleased to transmit the attached Council Bill that authorizes a 10-year lease agreement with Pratt Fine Arts Center (PRATT) for the purpose of providing arts education and programming to the public at the City of Seattle's Pratt Park Facility. The proposed agreement includes an option to extend the lease for another ten years at the mutual consent of both parties.

PRATT has been providing arts education and programming to the public at Pratt Park for over 20 years, and is a respected and successful non-profit arts organization that is well-supported by the community. In exchange for the right to operate programs, PRATT will continue to provide routine maintenance, the necessary insurance, and a financial payment to the City of at least \$120,000 over the term of the agreement.

Thank you for your consideration of this legislation. Should you have questions, please contact Eric Friedli at 684-8369.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.



Attachment I
USE AND OCCUPANCY AGREEMENT
PRATT FINE ARTS CENTER

THIS AGREEMENT is made and entered into by and between The City of Seattle ("CITY"), acting by and through the Superintendent of its Department of Parks and Recreation, and PRATT Fine Arts Center, a Washington not-for-profit corporation ("PRATT").

WHEREAS, since 1984, PRATT has provided visual art education and workshops and artist access to studios and equipment at the PRATT Fine Arts Studio, a facility owned by the City and administrated by the Superintendent of the Department of Parks and Recreation ("Superintendent"); and

WHEREAS, under its concession contract with the City, PRATT has implemented artistic programming and outreach programs for diverse communities; and

WHEREAS, the City has recognized its relationship with PRATT as a partnership that helps the Seattle Department of Parks and Recreation ("DPR") fulfill its park and recreation mission; and

WHEREAS, DPR wishes to continue this relationship with PRATT to maintain the delivery of such services to the interested public at this facility;

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions and performances described herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS

In this Agreement:

1.1 "Hazardous Substances" means any hazardous, toxic, dangerous substance, waste, or material which is regulated under any federal, state or local statute, ordinance, or regulation relating to environmental protection.

1.2 "Executive Director" means the person responsible for management of PRATT's activities.

1.3 "Personal Property" means any personal property, equipment, or fixtures that PRATT places or installs on the Premises.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2006 (the "Commencement Date"), and expire June 30, 2016 (the "Initial Term"), unless it is terminated earlier as provided herein. If PRATT is not in default

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with respect to any material provision of this Agreement, PRATT may extend this Agreement for an additional term of ten (10) years (the "Extended Term") on the same terms and conditions, except for Rent, which shall be calculated as described in Section 5.1.3. PRATT shall exercise its option by sending the City a written notice to that effect not less than three months before the expiration of the Initial Term. In this Agreement, the word "Term" includes both the Initial and the Extended Terms.

ARTICLE 3. PREMISES

The Premises that PRATT is authorized to use and occupy during the Term consist of the existing PRATT Fine Arts Studio building (the "Premises" or "Studio"), depicted on the attached Exhibit "A" and located at 1902 South Main Street, Seattle, Washington 98144. The Premises are located on the property legally described as:

Lots 11, 12, Block 10, Hill Tract addition to City of Seattle.

Incidental to such use, PRATT may utilize the parking area adjacent to the Premises in common with and upon the same terms and conditions as other users of Pratt Park.

ARTICLE 4. USE, OCCUPANCY AND SERVICES

4.1 Purposes Authorized.

PRATT shall use the Premises solely to provide public artistic and educational programs and for purposes incidental thereto, including occasional fundraising activities and administrative offices.

4.2 Sale of Merchandise and Food.

PRATT may sell general merchandise and food provided it complies with all applicable requirements, such as those pertaining to health, fire, and building safety.

4.3 Board Attendance.

DPR shall be entitled to designate one person who may, upon request of either DPR or PRATT, attend meetings of PRATT's Board of Trustees, including subcommittee meetings.

4.4 Hours of Operation, Scheduling, and Closures.

4.4.1 Hours of Operation.



Except as provided in 4.4.2 Closure of Premises, PRATT shall keep the Studio open and conduct public programs continuously throughout the year. PRATT shall post the hours that the Studio is open on the Premises.

4.4.2 Closure of Premises.

PRATT may close the Premises or any portion thereof for a reasonable period for repairs or remodeling, for taking inventory, etc., subject to the Superintendent's prior approval. PRATT shall post written notice of such impending closure in a conspicuous place on the Premises at least two (2) weeks before the closure date.

The City reserves the right to close the Premises or any portion thereof, without liability of any kind, for maintenance or repairs provided the City gives PRATT ninety (90) days' prior notice of such impending closure except in cases of emergency, when the City may close the Premises without notice of any kind.

4.5 Operation and Services.

4.5.1 Keys.

PRATT shall provide DPR staff with one set of keys to the Premises and such additional sets as DPR may from time to time reasonably request.

4.5.2 Programming Goals.

PRATT shall provide visual arts programs meeting the following community interests:

- Year-round instruction in the visual arts.
- Programming that appeals to and is accessible to diverse populations.
- A reasonable balance of course offerings in art disciplines that fully utilize the PRATT studio resources including, but not limited to, drawing, painting, print-making, sculpture, jewelry; and hot, warm and cold glass.
- Provision of artist access to studios in reasonable proportion to the class schedule.

4.5.3 Scholarship and Program Reports.

By July 7, 2006, and by September 1 of each year thereafter, during the Term, PRATT shall provide DPR with a written report detailing the number of scholarships awarded, a description of the programs provided, including class attendance sizes, and other public benefits provided for the immediately preceding fiscal year ending June 30. With respect to scholarships and other public benefits, the report shall explain the reasons for any significant change in the number of scholarship awards issued from previous years.



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4.5.4 Special Programs.

PRATT shall use reasonable best efforts to provide low income and disadvantaged citizens access to the Studio through free and/or discounted classes and workshops.

4.5.5. Staff.

PRATT shall provide qualified personnel or assign volunteers in sufficient numbers to meet the Studio's program staffing needs. PRATT shall review the conduct of any of its employees whose activities may be inconsistent with the proper administration of the Premises and take such action as is necessary to fully correct the situation. PRATT shall engage a licensed agency or company to perform background checks of all staff it intends to work with youth under 18 before they are hired. PRATT shall provide DPR with a written listing of the names and addresses of the members of its Board of Trustees and staff at the beginning of each calendar year, and notify DPR of changes throughout the year.

**ARTICLE 5. USE FEES; DPR APPROVED CREDITS AND ADJUSTMENTS THERETO;
TAXES**

5.1 Use Fee.

5.1.1. Use Fee During Initial Term.

Subject to all the provisions of this Article 5, for use and occupancy of the Premises during the Initial Term, PRATT shall pay the City a monthly Use Fee of \$6,646.00 except as may be adjusted pursuant to Section 5.1.2. The Use Fee shall be payable beginning July 31, 2006 and on the last day of each month thereafter, throughout the Initial Term.

5.1.2 Consumer Price Index Adjustment to Use Fee.

Beginning on the fifth anniversary of the Commencement Date and on each anniversary thereafter during the Initial Term, the Use Fee will be adjusted by the percentage increase that occurred in the Consumer Price Index for all Urban Consumers (CPI-U / 1982-84 = 100) Seattle-Tacoma-Bremerton Metropolitan Area, as published by the Bureau of Labor Statistics, United States Department of Labor, or its successor ("the Index") during the preceding calendar year ("the CPI Increase"); provided, however, that the percentage increase shall not exceed 4% in any one year. Should any year's CPI percentage change be less than zero, the Use Fee shall not change from that of the prior year. If there is any change in the Index base (1984-82=100) or other modification of the Index, or if the CPI is discontinued, the Superintendent, in consultation with the Executive Director, shall select a similar index



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of comparable statistics on the cost of living for King County as shall be computed by an agency of the United States or by a responsible financial periodical or other recognized authority.

5.1.3 Use Fee During Extended Term.

Six months before the expiration of the Initial Terms, DPR shall notify PRATT of the Superintendent's determination of the Fair Market Value of the Premises. If PRATT thereafter exercises its option to extend this Agreement, then the Use Fee for the initial year of the Extended Term shall be the greater of the then-current annualized Use Fee or the Fair Market Value. The CPI adjustment to the Use Fee described in Subsection 5.1.2 shall apply for the balance of the Extended Term,

5.2 Use Fee Offsets

5.2.1 Maintenance Expenditure Offset. Subject to the provisions of Subsection 5.2.3, for the duration of this Agreement PRATT shall be entitled to an offset against the Use Fee equal to the cost of its expenditures for major maintenance and repairs to the Premises, as generally described in Section 8.2.2. On or before September 1 of each year during the Term, PRATT shall provide DPR with a list of proposed items of major maintenance or repair that it intends to perform during the following 12 months and a cost estimate for each item. DPR shall review the list of proposed expenditures and shall approve or reject the proposed work items within 30 days after receiving PRATT's list.

On or before December 1 of each year in which PRATT has undertaken major maintenance and repairs for which it intends to claim an offset (or, for the first year of this Agreement, on or before the Commencement Date), PRATT shall provide the Superintendent with documentation demonstrating PRATT's actual expenditures for such work. PRATT may offset the actual costs of maintenance and repairs concluded during any calendar year beginning January of following year in 12 equal installments, to an annual maximum of six thousand dollars (\$6,000). Qualifying credits greater than six thousand dollars (\$6,000) in any year may be carried forward to future year(s). Beginning on the fifth anniversary of the Commencement Date and on each anniversary thereafter during the Initial Term, the Major Maintenance Offset will be adjusted by the percentage increase that occurred in the Consumer Price Index for all Urban Consumers (CPI-U / 1982-84 = 100) Seattle-Tacoma-Bremerton Metropolitan Area, as published by the Bureau of Labor Statistics, United States Department of Labor, or its successor ("the Index") during the preceding calendar year ("the CPI Increase"); provided, however, that the percentage increase shall not exceed 4% in any one year.

5.2.2 Public Benefit Offset. Subject to the provisions of Subsection 5.2.3, for the duration of this Agreement PRATT shall be entitled to an offset against the Use Fee for the value to the City of the public benefit components of PRATT's program. PRATT shall calculate the offset annually,

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based upon the value of PRATT's fee discounts, scholarships, programming and stewardship activities, and shall include its valuation estimate in the program report required pursuant to Subsection 4.5.3.

The Superintendent, acting reasonably, shall approve or revise PRATT's public benefit offset calculation within 30 days following receipt of each annual report. On or before July 7, 2006, PRATT shall provide the Superintendent with its public benefit offset calculation for the period from July 1, 2005 through June 30, 2006. PRATT may offset the approved value of such public benefits in 18 equal monthly installments, from July 2006 through December 2007. Thereafter, PRATT may offset the approved value of each year's public benefits in 12 equal monthly installments on a calendar year basis.

5.2.3 Limitation on Offsets Notwithstanding anything in this Agreement to the contrary, in no event shall PRATT's monthly Use Fee be less than \$1,000.

5.2.4 Interest on Late Payments. Any amounts due to the City pursuant to this section that are not paid in full within thirty (30) days after the date invoiced shall bear interest at the maximum legal rate from the date due until paid.

5.3 Taxes.

The Use Fee does not include any state tax that may be levied or assessed as a consequence of this Agreement or any activity of PRATT. PRATT shall pay, before delinquency, any and all taxes, assessments, license fees and public charges levied, assessed, or imposed upon PRATT's Personal Property installed or located in the Premises or upon its interest in this Agreement or the Premises, including Washington State Leasehold Excise Tax (Ch. 82.29A RCW) on the Use Fee. Any reduction of the Use Fee under Subsection 5.2 shall have no effect on the amount of Washington State Leasehold Excise Tax due and payable hereunder.

ARTICLE 6. FINANCES AND PAYMENT PROCESSES

6.1 Payment of Monthly Use Fees and Tax.

The monthly Use Fee and applicable Washington State Leasehold Excise Tax shall be paid on or before the tenth (10th) day of each month during the Term to the City of Seattle c/o Seattle Department of Parks and Recreation, Concessions Coordinator, Contract and Business Resources Office, Magnuson Park and Business Resources, 6310 NE 74th St., Suite 109E, Seattle, Washington 98115, or such other address as DPR may provide.

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6.2 Administrative Charges Due to Late and Refused Payments.

PRATT shall pay a twenty dollar (\$20) late charge if DPR does not receive any payment due hereunder within ten days from the due date.

6.3 Interest Charges for Overdue Payments.

If any payment due hereunder is not paid within thirty (30) days after the due date, a late charge of one (1%) percent of the amount due and unpaid shall be added to the payment and the total sum shall become immediately due and payable, in accordance with Ordinance 117969.

ARTICLE 7. UTILITIES AND RELATED CHARGES

7.1 Utility Accounts.

PRATT shall secure and pay for all necessary utilities during the Term.

7.2 Prorated Utility Charge.

DPR shall pay to PRATT a prorated share of any utility bill for any month that DPR conducts any program activity on the Premises.

7.3 City Not Liable for Utility Service Failures.

The City shall not be liable, and PRATT hereby waives any claim against the City, for the failure, for any reason whatsoever, of any utility service for the Premises.

ARTICLE 8. CARE OF PREMISES

8.1 Routine Maintenance and Repair.

PRATT shall arrange and pay all costs for routine maintenance and repairs to the Premises and all building systems therefor, including but not limited to electrical and mechanical systems, glass, heating and plumbing systems, furniture, fixtures, and equipment. All work shall be performed in accordance with a plan approved by the Superintendent and to the Superintendent's reasonable satisfaction, and shall comply with all applicable laws, rules, and regulations.



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8.2 Major Maintenance and Repair.

8.2.1 Building Exterior. DPR shall determine the need for and be responsible for all major maintenance for the exterior of the Premises, including the exterior walls and roof, and for any access roads and parking areas.

8.2.2 Building Interior. PRATT shall undertake all major maintenance and repairs to the interior of the Premises that either party determines may be required during the Term. If DPR determines that the existing Studio building requires major interior repairs and/or improvements that would significantly improve or prolong the life of the facility, then PRATT shall cause such repairs and/or improvements to be made in accordance with DPR-approved plans and specifications, and the amount of such repairs and/or improvements shall be an offset against the monthly Use Fee, as described Subsection 5.2.1.

8.3 Custodial/Grounds Maintenance.

8.3.1 PRATT Obligations. PRATT shall provide all necessary housekeeping and janitorial services for the interior of the Premises to a level consistent with other similar facilities and operations and to the Superintendent's reasonable satisfaction. PRATT shall be responsible for proper storage and removal of trash, litter pickup, and recycling consistent with City standards.

8.3.2 DPR Obligations. DPR shall be responsible for the ordinary maintenance of the grounds surrounding the Studio, including Pratt Park areas, the parking area, and outdoor lighting. Such maintenance shall include lawn mowing and trimming, removal of plants when required, control of noxious weeds, and clearing of leaves and other natural debris; and shall be to the same standard, and generally with the same frequency, as maintenance of grounds at other City parks.

8.4 Fire Alarm Systems.

PRATT shall comply with all laws and regulations regarding ventilation, exhaust, and alarm warning systems, and shall have all necessary permits for the operation of any and all equipment on the Premises.

8.5 Joint Annual Inspection of Premises.

In order that a high standard of physical appearance, operations, repair, and maintenance is maintained, the parties shall conduct a joint inspection of the Premises, annually.



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8.6 City Remedy for Failure to Maintain Premises.

If PRATT fails to maintain the Premises, within a reasonable time after delivery of a written notice of non-compliance, DPR shall have the right, at its option and in addition to all other remedies, to undertake such work and to invoice PRATT for the costs. DPR shall have no liability to PRATT for any damage, inconvenience, or interference with PRATT's use of the Premises as a result of the City's performing any such work.

8.7 Security.

PRATT shall be responsible for security for the Premises.

ARTICLE 9. INDEMNIFICATION AND INSURANCE

9.1 Indemnification.

To the fullest extent permitted by law, PRATT shall indemnify the City for and against any and all liability, claims, damages, costs, or expenses (including reasonable attorney's fees and costs and all other litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) to the extent caused by the negligence of PRATT, or any of its officers, employees, agents, contractors, or volunteers on or about the Premises, or from any violation of law. If any suit or action is brought against the City, PRATT, upon notice of the commencement thereof, shall defend the same, at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City or the City and PRATT jointly; provided, that if the City determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action.

The above indemnity shall not apply to the extent the death, injury, damage, loss, cost, or expense was caused by the sole negligence of the City or its officers, employees, or agents.

9.2 Survival of Indemnification Obligation.

The indemnification obligations of PRATT hereunder shall survive the expiration or earlier termination of this Agreement.

9.3 Insurance to be secured by PRATT.

At all times during the Term, PRATT shall maintain the following insurance with respect to its operations on the Premises:

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9.3.1 Commercial General Liability (CGL) insurance including Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Personal/Advertising Injury and Employers Liability/Stop Gap with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage, except \$1,000,000 each offense as respects Personal/Advertising Injury and \$1,000,000 each employee/disease Employer's Liability.

9.3.2 Automobile Liability insurance covering owned, non-owned, leased and hired automobiles with minimum limits of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage.

9.3.3 Workers Compensation insurance in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If PRATT is qualified as a self-insurer in accordance with Chapter 51.14 RCW, it shall so certify in a letter to the City signed by a corporate officer.

9.3.4 All risks of direct physical loss or damage Property insurance, including earthquake and flood, for the Premises, including tenant improvements and betterments, and on all personal property within or about the Premises, with said insurance based on the current replacement value of the Premises.

9.4 Insurance Terms and Conditions.

9.4.1 Any deductible and/or self-insured retention in excess of \$25,000 must be disclosed and is subject to the approval by the City's Risk Manager. PRATT shall provide such information as the City may reasonably require to determine PRATT's financial risk-bearing capacity. The cost of any claim payments falling within any such deductible and/or self-insured retention shall be PRATT's responsibility.

9.4.2 As respects CGL and Automobile Liability insurance, the City of Seattle shall be an additional insured on a primary and non-contributory basis subject to a standard separation of insureds provision.

9.4.3 As respects Property Insurance, the City of Seattle shall be an additional insured and loss payee.

9.4.4 The limits of liability specified in Subsections 9.3.1 and 9.3.2 are minimum limits of liability only. As respects, subsection 9.3.2 above, the City shall be an additional insured for the full valid and collectible limits of liability available to PRATT, whether such limits are primary, excess, contingent or otherwise.

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9.4.5 All policies shall be issued by insurers rated A - VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as surplus lines under the provisions of Chapter 48.15 RCW , unless otherwise approved by the City. (This provision does not apply to Washington State Worker's Compensation insurance provided by the State of Washington Department of Labor and Industries.)

9.4.6 If at any time the City determines then-current insurance coverages and limits of liability to be inadequate to protect the interests of the City, the City may require PRATT to increase said coverage and/or liability limits to such amounts as the City shall deem reasonable within sixty (60) days after the date of notice to PRATT.

9.4.7 PRATT shall ensure that all insurance contracts provide for notice of cancellation to the City at the addresses shown in Subsection 9.5.1 not less than thirty (30) days prior to the date of cancellation, except in cases of cancellation for non-payment of premiums, in which case notice shall be given not less than 10 days prior to the date of cancellation.

9.5 Evidence of Insurance.

9.5.1 PRATT shall deliver evidence that it has complied with the foregoing insurance requirements to each of the following:

Department of Parks and Recreation	The City of Seattle
Magnuson Park and Business Resources	Risk Management Division
6310 NE 74 th St., Suite 109E	P.O. Box 94669
Seattle, WA 98115	Seattle, WA 98124-4669

Such evidence shall include an actual copy of the additional insured endorsement or policy wording that verifies, among other things, that the City is an additional insured under the Commercial General Liability insurance for primary and non-contributory limits of liability.

9.6 Failure to Insure Constitutes Breach.

PRATT's failure to comply with any of the terms of the insurance provisions of this Agreement shall be a material breach. If PRATT fails to procure and maintain the required insurance, without waiving any other remedies to which the City may be entitled, the City may procure the required insurance from whatever source the City deems reasonable, and charge PRATT the cost of the premium plus an administrative fee equal to twenty percent (20%) of the premium, which shall be due and payable immediately upon PRATT's receipt of the invoice therefor.

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9.7 Waiver of Subrogation.

PRATT hereby waives all subrogation rights against the City and its agents for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or other property insurance applicable to the Premises.

9.8 Assumption of Risk.

The placement and storage of Personal Property on the Premises shall be the responsibility, and at the sole risk, of PRATT.

ARTICLE 10. CITY CONTROL OF PREMISES AND VICINITY

10.1 City Control of Common Areas.

Pratt Park and the parking areas surrounding the Premises are subject to the City's exclusive control and management. Accordingly, the City may do any and all of the following (among other activities in support of Parks and Recreation Department or other municipal objectives), all without incurring any liability whatsoever to PRATT:

- Change of Vicinity. Increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, and parking areas in the vicinity of the Premises.
- Traffic Regulation. Regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of PRATT and its invitees, employees, and patrons.
- Display of Promotional Materials. Erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to the Premises.
- Promulgation of Rules. Promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any DPR property including but not limited to the Premises.

10.2 Park Department Use of Premises.

DPR shall have access to the Premises at no charge for community meetings and other DPR programs on an as-available basis by contacting the Executive Director one (1) week in advance of the proposed use date. DPR shall provide staffing or pay reasonable opening and closing charges if its use of the Premises is on a day or during a time that PRATT does not normally open the Premises and DPR staff are not available to do so.



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ARTICLE 11. ALTERATIONS OR IMPROVEMENTS

PRATT shall not make any major alteration or capital improvement(s) in or to the Premises without the Superintendent's prior written approval of plans and specifications therefor. The Superintendent may impose restrictions or conditions on any proposed work, including requiring payment and performance bonds in the amount of the work. All DPR-approved alterations or capital improvements shall remain in and be surrendered with the Premises at the expiration or earlier termination of this Agreement, unless DPR agrees otherwise. At the time PRATT proposes to make a capital improvement, PRATT may request DPR to notify PRATT whether such improvement may or must be removed upon expiration or termination of this Agreement and DPR shall make such election in a timely manner.

ARTICLE 12. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, PRATT shall promptly commence such repairs as will restore the Premises, the tenant improvements and Personal Property therein to the condition immediately preceding the casualty as nearly as reasonably possible. Notwithstanding the foregoing, if (i) more than fifty percent (50%) of the Premises are damaged as a result of the casualty; or (ii) repair and restoration cannot reasonably be completed within eighteen (18) months from the date of the casualty; or (iii) the casualty occurs during the final two (2) years of the Term; or (iv) the insurance proceeds plus the deductible and any funds contributed by PRATT are insufficient to restore the Premises, then either PRATT or the City may terminate this Agreement upon 30 days' written notice to other specifying the effective date of such termination.

From the date of the casualty through completion of repairs, the Use Fee shall be abated in the same proportion that the unusable portion bears to the whole of the Premises, as the City may reasonably determine, unless PRATT's negligence or that of its agents, invitees, or guests, or PRATT's breach of this Agreement caused or contributed to the casualty, in which event there shall be no abatement. The City shall not be liable to PRATT for damages, compensation, or other sums for inconvenience, loss of business, or disruption resulting from any repairs to or restoration of any portion of the Premises.

ARTICLE 13. CONDEMNATION

If any part of the Premises is taken or condemned, and a part thereof remains susceptible of occupation hereunder, this Agreement shall, as to the part so taken, terminate as of that date and title shall vest in the City. The use and occupancy fee payable shall be adjusted so that PRATT shall pay only for that useable portion of square feet remaining after the condemnation, but in such event the City shall have the



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option to terminate this Agreement by notice to PRATT within thirty (30) days of the date when title to the part so condemned vests in the City. If part or all of the Premises is taken or condemned, all compensation awarded upon such condemnation or taking shall go to the City, and PRATT shall have no claim, and shall irrevocably assign and transfer to the City any right to compensation or damages payable by reason of the condemnation.

ARTICLE 14. COMPLIANCE WITH LAW

14.1 General Requirements.

PRATT shall comply with all applicable laws of the United States and the State of Washington; the Charter and Ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and officers thereof now existing or hereafter enacted or promulgated. Whenever PRATT is informed of any violation of any such law, ordinance, rule, regulation, license, permit, or authorization committed by it or any of its officers, employees, contractors, subcontractors, agents, or invitees, PRATT shall immediately desist from and/or prevent or correct such violation.

14.2 Licenses and Other Authorizations.

PRATT shall secure and maintain in full force and effect during the term of this Agreement, all required licenses, permits and similar legal authorizations, and comply with all requirements thereof. PRATT shall submit such evidence as may be required by DPR. PRATT shall be responsible for payment of all fees and charges incurred in obtaining any required permits or other governmental approvals and for obtaining a certificate of occupancy prior to the use or occupancy of any modified portion of the Premises.

14.3 Equality of Treatment.

PRATT shall conduct its business in a manner that assures fair, equal, and nondiscriminatory treatment at all times in all respects to all persons without regard to race, color, religion, sex, age, or national origin. Any failure to comply with this provision shall be a material breach of this Agreement.

14.4 Nondiscrimination.

PRATT shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

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14.5 Americans with Disabilities Act Compliance.

PRATT, at no cost to the City, shall comply with all requirements of the Americans with Disabilities Act for existing buildings, as now or hereafter amended, and all rules and regulations implementing the same.

14.6 Prevailing Wages.

The undertaking of any construction, alteration, improvement, enlargement, repair, demolition, maintenance, and the performance of janitorial service activity by janitors, rug shampooers, floor waxers, and window cleaners is subject to the requirements of R.C.W. Ch. 39.12 (Prevailing Wages on Public Works), as amended or supplemented.

14.7 Environmental Standards.

14.7.1 General. PRATT shall not commit or suffer any waste to be dumped upon the Premises and will not do or permit to be done in or about the Premises anything that is inconsistent with this Agreement or the Park Code as now existing or hereafter amended or any activity that is inconsistent with the use authorized or that will be dangerous to life or limb, or that will increase any insurance rate upon the Premises.

14.7.2 Hazardous Materials. PRATT shall not cause to occur upon the Premises or permit the Premises to be used to generate, produce, manufacture, refine, transport, treat, store, handle, dispose, transfer, or process Hazardous Substances except in compliance with all applicable Laws and Regulations. If requested PRATT shall maintain and provide the City with a (USEPA) waste generator number, and with copies of all Material Safety Data Sheets (MSDS), and annual dangerous waste reports, environmentally-related regulatory permits or approvals and any correspondence PRATT receives from, or provides to, any governmental unit or agency in connection with the handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance.

14.7.3 Environmental Testing. PRATT shall permit the City access to the Premises upon reasonable notice for the purpose of conducting annual inspections and environmental testing at the City's expense. PRATT shall not conduct or permit others to conduct environmental testing on the Premises without the Superintendent's prior approval. PRATT shall provide a copy of all test results upon receipt.

14.7.4 Violation of Environmental Standards; City's Remedial Rights. If PRATT violates any of the conditions concerning the presence or use of Hazardous Substances or the

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handling or storing of hazardous wastes, PRATT shall promptly take such action as is necessary to mitigate and correct the violation. If PRATT does not act in a prudent and prompt manner, the City reserves the right, but not the obligation, to come onto the Premises and to take such action as deemed necessary to ensure compliance or to mitigate the violation. In addition, the City shall be entitled to full reimbursement from PRATT for any costs resulting from the violation including, but not limited to, costs of clean-up or other remedial activities, fines, penalties assessed directly against the City, injuries to third persons, or other properties, and loss of revenues resulting from an inability to allow other persons or entities to use or occupy the Premises due to its environmental condition as the result of PRATT's violation (even if such loss of revenue occurs after the expiration or earlier termination of this Agreement).

ARTICLE 15. LIENS AND ENCUMBRANCES

PRATT shall keep the Premises free and clear of any liens and encumbrances arising or growing out of its use and occupancy of the Premises. At the City's request, PRATT shall furnish the City written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

ARTICLE 16. RECORDS, BOOKS AND DOCUMENTS/REPORTING

16.1 Accounting Books and Records.

PRATT shall maintain books, records, documents, and other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit in King County by personnel duly authorized by the DPR, City, the Office of the State Auditor, and other officials so authorized by law, rule, regulation, or contract.

16.2 Annual Financial Report.

PRATT shall submit to DPR an annual audited financial report of operations prepared by an independent certified public accounting firm within ninety (90) days after the end of each of its fiscal years during the Term. Such annual report shall cover the period from September 1 through August 31, and include all tests, findings, and financial reports in accordance with generally accepted accounting procedures (GAAP).



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16.3 Over and Under-payments.

If, through any audit or otherwise, PRATT is found to have made any overpayment or underpayment hereunder, the Superintendent shall notify PRATT of the amount of the over- or under-payment. Any over-payment shall be a credit against any fees and charges subsequently due or shall be refunded to PRATT, at its option; under-payments shall be immediately due and payable and shall be delinquent if not paid within ten (10) days after the date of such notice.

16.4 Access of Records and Reports.

At the City's request, PRATT shall promptly provide, at PRATT's expense, necessary data to enable the City to fully comply with any and every requirement of the State of Washington or the United States of America for information or reports relating to this Agreement and to PRATT's use of the Premises.

16.5 Retention of Records.

PRATT shall retain all books, records, documents, and other material relevant for four (4) years after the expiration or termination of this Agreement, and make them available for inspection by persons authorized under this Agreement at such times and on such forms as the City may require.

16.6 Off Premises Operations.

PRATT shall provide to DPR, upon request, information about program activity in all facilities used by PRATT.

ARTICLE 17. ENTRY & INSPECTION OF PREMISES

DPR or its agents shall have the right to inspect and to show the Premises to other prospective users at all reasonable times, and to enter the same for purposes of cleaning, repairing, altering, or improving the Premises but this right shall impose no obligation on DPR to make any inspection, repair, or improvement.

ARTICLE 18. SIGNS AND ADVERTISING

18.1 Signs, Generally.

Except as otherwise stated herein, PRATT shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. PRATT shall remove all signage at the expiration or earlier termination of this Agreement and repair any damage or injury to the Premises.



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18.2 On-Premises Signs.

PRATT may install approved permanent exterior signage. Temporary signs or banners not more than 24 square feet in size may be displayed on or about the Premises to advertise a special event or semester beginning two weeks immediately before the event advertised, through the conclusion of such event. Exterior signage shall include the Premises' name, PRATT's name and the DPR logo and shall be constructed in a style and size consistent with the DPR sign policy.

18.3 Recognition.

When applicable, PRATT shall include a statement in its printed materials stating "We would like to thank the Department of Parks and Recreation for providing a location for PRATT Fine Arts Studios." PRATT shall also list DPR and the DPR logo in the "Thanks to our sponsors" section of its quarterly or other class schedule(s).

ARTICLE 19. INSOLVENCY

If PRATT becomes insolvent and a receiver takes possession of all or any part of PRATT's assets, or (ii) PRATT makes a general assignment for the benefit of creditors, or (iii) PRATT takes any action under any insolvency or bankruptcy act, and if such action continues for a period of thirty (30) days, PRATT shall be in breach of this Agreement, and DPR may, at its election and without notice, terminate this Agreement. In that event, DPR shall be entitled to immediate possession of the Premises.

ARTICLE 20. MORTGAGING, TRANSFERRING, SUBLEASING, ASSIGNMENT OR SALE OF INTEREST

20.1 Interests not Transferable.

PRATT shall not transfer, assign, mortgage, hypothecate, or convey this Agreement or any interest therein, in whole or in part, nor lease or license use or occupancy of the Premises or any part thereof to any other person, firm, or corporation without the Superintendent's prior written approval, which approval may be granted, withheld, or conditioned in each instance in the Superintendent's sole discretion. Any sublessee, assignee, or transferee approved by DPR must accept and assume, in writing, all the terms and conditions of this Agreement. Any transfer of this Agreement by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment hereunder. The parties agree that the foregoing prohibition against subleasing and licensing does not apply to PRATT's "Studio Access Program" and similar programs whereby PRATT makes available studio space to artists on an hourly or short term basis for a fee.

PRATT FINE ARTS CENTER



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20.2 Insolvency.

If PRATT files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for PRATT'S assets or if PRATT makes an assignment for the benefit of creditors, or if PRATT is adjudicated insolvent, PRATT shall be in default of this Agreement.

20.3 No Waiver.

The Superintendent's consent to any assignment or transfer shall not waive the need for consent to any subsequent assignment or transfer.

20.4 Administrative Costs.

Each time this Agreement is assigned or transferred, or the Premises or any portion thereof are occupied by any approved person or entity other than PRATT, PRATT shall pay the City an administrative fee equal to twenty-three and one-half percent (23.5%) of the monthly Use Fees (without any offset) to defray the City's cost of processing documents and other administrative expenses.

ARTICLE 21. TERMINATION

21.1 Process for Termination of Agreement.

21.1.1 For Cause. Either party may terminate this Agreement if the other party has materially breached the Agreement and such breach has not been corrected to the reasonable satisfaction of the dissatisfied party within the time stated in this Agreement or, if no time is stated, then within thirty (30) days after notice of breach has been provided to such other party. If, however, the nature of such party's obligation is such that more than thirty (30) days are required for performance, then such party shall not be in default if it commences performance within such thirty (30) day period and diligently seeks to remedy the default or deficiency.

21.1.2 For Reasons beyond the Control of the Parties. Either party may terminate this Agreement without recourse by the other party where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as but not limited to: acts of Nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

21.1.3 For PRATT's Convenience. If PRATT determines, at any time, that the Premises are no longer required for its use, it may terminate Agreement upon ninety (90) days' written notice to DPR.



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21.2 Notice of Termination.

Notice of termination other than pursuant to Subsection 21.1.3, shall be given, in writing, by the party terminating this Agreement to the other party not less than five (5) days prior to the effective date of termination.

21.3 City Remedies for Material Breach.

If the City terminates this Agreement for cause, DPR, in addition to other rights or remedies that it may have, shall have the right to re-enter said Premises and to make necessary alterations and repairs to restore the Premises to the condition desired by the DPR, and authorize others to temporarily use and occupy the Premises, all at PRATT's cost and expense. No temporary use or reletting of the Premises following PRATT's material breach of this Agreement shall relieve PRATT from liability for the Use Fees PRATT is required to pay hereunder unless the Superintendent determines otherwise.

ARTICLE 22. VACATING OF PREMISES

Upon the expiration or earlier termination of this Agreement, PRATT shall return the Premises, together with all DPR-approved capital improvements made thereto and fixtures installed therein, in good condition, except for normal wear and tear, unless the City consents otherwise. All right, title, and interest of PRATT in the Premises including but not limited to the leasehold improvements installed therein, and all items acquired by PRATT with grant funds provided by or through the City, shall vest in the City without the need for any action by either party hereto except that PRATT shall provide the City with a bill of sale for the same at the City's request.

PRATT shall remove any portable Personal Property that is easily removed and confirmed as PRATT's and if there is damage to the Premises as a result of the removal, then PRATT shall restore them to their pre-existing condition. If PRATT fails to remove its Personal Property from the Premises, DPR shall have the right, but not the obligation, to remove the same and may store it in any place selected by DPR, including but not limited to a public warehouse, at PRATT's sole expense and risk and such property shall be subject to sale, without notice to PRATT, after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first, to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from PRATT to the City. The balance, if any, shall be paid to PRATT.



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ARTICLE 23. NOTICES

All communications between the parties under this Agreement shall be in writing and shall be sufficiently given if either personally served upon the other party or sent via facsimile or the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to PRATT:

Executive Director
PRATT Fine Arts Center
1902 South Main Street
Seattle, WA 98144
Telephone: 206-328-2200, ext. 24 Fax: 206-328-1260

If to the City:

Seattle Department of Parks and Recreation
Manager, Magnuson Park and Business Resources
6310 NE 74th ST Suite 109E
Seattle, WA 98115
Telephone: 206-684-8001 Fax: 206-684-4997

or to such other address as either party hereto may specify, in writing.

ARTICLE 24. MISCELLANEOUS

24.1 Captions.

The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Agreement.

24.2 Binding Effect.

The provisions, covenants, and conditions contained in this Agreement inure to the benefit of the parties hereto and their successors and assigns.

24.3 Applicable Law.

This Agreement shall be construed and interpreted under Washington law.



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24.4 Jurisdiction and Venue.

The jurisdiction and venue for any litigation between the parties regarding this Agreement shall be in the King County Superior Court of the State of Washington.

24.5 No Partnership or Joint Venture Created.

The City does not by this Agreement, in any way or for any purpose, become a partner or joint venturer with PRATT.

24.6 City's Remedies Cumulative.

The City's rights under this Agreement are cumulative; failure on the part of the City to exercise promptly any rights given hereunder shall not operate to forfeit any such rights. The City shall also have any other remedy given by law. The use of one remedy shall not be taken to exclude or waive the right to use another.

24.7 Amendments.

No modification of this Agreement shall be binding unless reduced to writing and signed by an authorized representative of each of the parties hereto.

24.8 Force Majeure.

Neither party shall be in default hereunder if and to the extent a party's non-performance is the result of events not reasonably foreseeable by and beyond the reasonable control of the affected party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of Nature; acts of war or public rebellion; fire or other casualty for which PRATT is not responsible.

24.9 No Third Party Rights.

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation that is not a party hereto.

24.10 Effectiveness of Agreement.

This Agreement shall become effective only when approved by the Seattle City Council and executed by an authorized representative of each party.



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24.11 No Waivers.

No action other than a written document from the Superintendent specifically so stating shall constitute a waiver by City of any particular breach or default by, irrespective of any knowledge any City officer or employee may have of such breach, default, or noncompliance. The City's failure to insist upon full performance of any provision of this Agreement shall not be deemed to constitute consent to or acceptance of such incomplete performance in the future.

24.12 Exhibits.

The following documents, whether or not attached hereto, are hereby incorporated into this Agreement as if set forth in full herein:

Exhibit "A": Land and Building Assignment Map

24.13 Severability.

Should any term, provision, condition, or other portion of this Agreement be held invalid, such invalidity shall not affect the other provisions of this Agreement, which shall otherwise continue in full force and effect.

24.14 Entire Agreement.

This Agreement, and all attachments and exhibits pertaining to it, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written understandings, agreements, promises, or other undertakings between the parties on the subject. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of the Agreement are not to be construed against either party based on drafting.

IN WITNESS WHEREOF, the parties hereto have caused this Use and Occupancy Agreement to be executed by their respective representative:

PRATT FINE ARTS CENTER BOARD OF TRUSTEES

By: _____

Title: _____

PRATT FINE ARTS CENTER



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STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know of or have satisfactory evidence that _____ signed this instrument,
on oath stated he/she was authorized to execute the instrument and acknowledged it as the
_____ of _____ to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated: _____
(Signature of Notary Public)

(Printed name)

Residing at:

My appointment expires:

THE CITY OF SEATTLE

Kenneth R. Bounds, Superintendent
Department of Parks and Recreation

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kenneth R. Bounds signed this instrument, on oath
stated that she was authorized to execute this instrument and acknowledged it as the Superintendent of the

PRATT FINE ARTS CENTER



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Department of Parks and Recreation of The City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in this instrument.

Date: _____
(Signature of Notary Public)

(Printed name)

Residing at:

My appointment expires:

EXHIBIT "A"—MAP OF PREMISES

PRATT FINE ARTS CENTER



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STATE OF WASHINGTON - KING COUNTY

--SS.

198570
CITY OF SEATTLE, CLERKS OFFICE

No. 122105-122099

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: TITLE ONLY ORDINANCE

was published on

05/22/06

The amount of the fee charged for the foregoing publication is the sum of \$ 103.50, which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
05/22/06 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

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State of Washington, King County

City of Seattle

TITLE ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on May 8, 2006, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 884-8344.

ORDINANCE NO. 122103

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

ORDINANCE NO. 122104

AN ORDINANCE relating to Shelter and Transitional Housing Services, eliminating the appropriation in the Reserve for Shelter and Transitional Housing Services AEP in the 2006 Finance General Budget, reappropriating that amount in the 2006 budget of the Human Services Department, and making a corresponding cash transfer.

ORDINANCE NO. 122103

AN ORDINANCE relating to the transfer of City real property, authorizing the transfer of 910 26th Avenue South to Habitat for Humanity of Seattle/South King County or its designee, authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for transfer of land, deed and related documents, and ratifying and confirming prior acts.

ORDINANCE NO. 122102

AN ORDINANCE relating to the transfer of City real property, authorizing the transfer of 918 26th Avenue South to Habitat for Humanity of Seattle/South King County or its designee, authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for transfer of land, deed and related documents, and ratifying and confirming prior acts.

ORDINANCE NO. 122101

AN ORDINANCE relating to the Seattle Department of Parks and Recreation, authorizing the Superintendent to enter into an agreement with Pratt Fine Arts Center for use of the Department's Pratt Fine Arts

Studio to provide arts education, programming, and services.

ORDINANCE NO. 122100

AN ORDINANCE relating to the Seattle Department of Parks and Recreation, authorizing the Superintendent to enter into a management agreement with the Jefferson Park Lawn Bowling Club for the purpose of renting rooms and teaching lawn bowling to the public at the Department of Parks and Recreation's Jefferson Park Lawn Bowling facility.

ORDINANCE NO. 122098

AN ORDINANCE relating to the sale of City real property for multifamily development, authorizing the sale of Dearborn-Hiawatha Parcel 2 a & b in the 190 Redevelopment Project area at Hiawatha Place South and South Charles Street to HomeSight or its designee, authorizing the Director of the Office of Housing to execute, deliver, and administer the contract for sale of land, deed and related documents, and ratifying and confirming prior acts.

Date of publication in the Seattle Daily Journal of Commerce, May 22, 2006.

6/22(198570)

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