

Ordinance No. 122389

Council Bill No. 115863

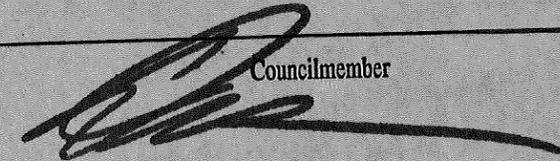
AN ORDINANCE relating to the Seattle Center Department; authorizing execution of an agreement with Northwest Folklife for the presentation of the annual Northwest Folklife Festival at Seattle Center.

CF No. _____

Date Introduced:	4.9.07	
Date 1st Referred:	To: (committee)	
	Parks, Ed. Libraries	
Date Re - Referred:	To: (committee)	+ 626a
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
5-7-07	9-0	
Date Presented to Mayor:	Date Approved:	
5-8-07	5.10.07	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>
5-11-07	2	F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____


Councilmember

Committee Action:

_____ May 3, 2007

_____ Yea = JD, PC, DD

_____ Nay = @

_____ 5-7-07 Passed 9-0

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

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

ORDINANCE 122389

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

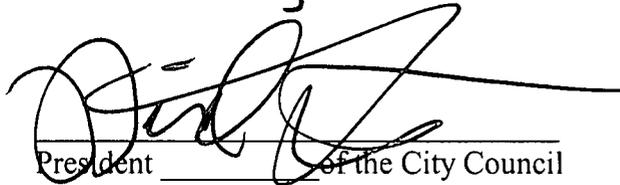
Section 1. As requested by the Seattle Center Director and recommended by the Mayor, the Seattle Center Director, or his or her designee, is hereby authorized to execute, for and on behalf of The City of Seattle, an agreement with Northwest Folklife substantially in the form attached hereto and identified as "AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST FOLKLIFE" for presentation of the annual Northwest Folklife Festival from 2007 through 2012 at Seattle Center.

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

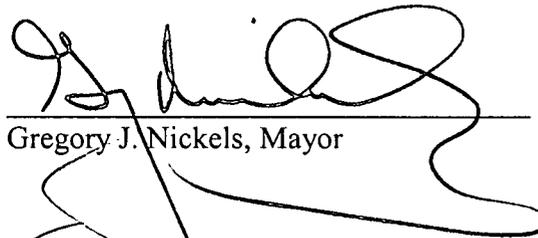
Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.



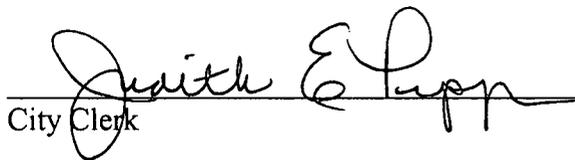
1 Passed by the City Council the 7th day of May, 2007, and signed by me in open
2 session in authentication of its passage this 7th day of May, 2007.

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4 
5 President _____ of the City Council

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7 Approved by me this 10th day of May, 2007.

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9 
10 Gregory J. Nickels, Mayor

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12 Filed by me this 10 day of May, 2007.

13
14 
15 City Clerk

16 (Seal)

17
18 Attachment 1: AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST
19 FOLKLIFE

- 20 EXHIBIT A Site Guidelines for Producing the Northwest Folklife Festival at Seattle Center
21 EXHIBIT B Seattle Center Facility Addenda
22 EXHIBIT C Special Terms and Conditions for Use of Office Space at Seattle Center
23 EXHIBIT D Northwest Folklife Contract Insurance Requirements



Attachment 1

AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST FOLKLIFE

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

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

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

WHEREAS Licensee has 35 years of history and professional experience in various folk and ethnic arts, crafts and entertainment fields as well as professional and other contacts with experts having knowledge, experience and performance ability of benefit to the City in the production of the desired Festival; and

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

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

I. TERM:

This Agreement shall begin on January 1, 2007, and shall expire on December 31, 2012, (the "Term") unless terminated earlier pursuant to the provisions hereof.

II. SCOPE OF SERVICES/USE:

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

B. Licensee may, with annual approval of the Director, be granted free of any license fee, additional time for Festival move-in and move-out, beginning no earlier than 6 a.m. on the Sunday prior to the Festival the exception being if the Seattle International Children's Festival (SICF) ends on that same day canopies that are being shared may remain in place; together with office space described in Exhibit C ("Office Space"). The Director must approve additional move-out days for any facility or grounds area.

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

D. In carrying out its obligations under this Agreement, Licensee shall comply with the Seattle Center Site Guidelines for Major Festivals ("Site Guidelines"), Seattle Center Facility Addenda ("Facility Addenda"), Grounds Access Policy and Fisher Guidelines or any successor publications. The current Site Guidelines and Facility Addenda, which are subject to modification from time to time by the Director, are attached hereto as Exhibits A and B and incorporated herein by reference. The



City will make a good faith effort to work with the Festival to resolve issues that may result from any modifications.

E. Licensee agrees to provide Seattle Center two 10' x 10' spaces in mutually agreed upon locations that may be used during the Northwest Folklife Festival.

1. Seattle Center booth spaces
 - a. May not displace other official Northwest Folklife Festival sponsors, merchants or programs
 - b. May not be sold to or used by sponsors who compromise the exclusivity privileges of Northwest Folklife's sponsors or its mission
 - c. May not be sold for sponsorships that are limited to the duration of the Northwest Folklife Festival
2. Seattle Center booth participation is subject to all the rules and regulations of Northwest Folklife regarding booths.
3. Seattle Center is responsible for all equipment and technical costs associated with the booth spaces costs including: canopies, lighting, decor, staffing, etc.
4. Seattle Center must staff its booths from 11 a.m. to 9 p.m. of all Festival days or as approved by Northwest Folklife.
5. All booth activities and signage must be approved in writing by Folklife.
6. Third party signage is not allowed in Seattle Center booths without approval in writing by Northwest Folklife.

F. Festival Participation. Licensee shall be a full participant in Seattle Center's Festival Program. Participation is understood to include: attending Festival meetings, advising Festival staff and member organizations, supporting educational and other programs of member organizations, and benefiting from Festival marketing, public relations, sponsorship programs and staff expertise. This provision notwithstanding, nothing contained in any Festival member contract shall be deemed to modify or supersede this Agreement.

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

H. Report of Damage or Destruction. Licensee shall submit a written report to the Director regarding the circumstances of any damage to the Premises or the Office Space, within twenty-four (24) hours after its discovery.

III. CITY OBLIGATIONS

A. Facilities and Equipment

1. Subject to the Special Conditions stated below and if the facility then exists and is functioning as a public use facility and has been included in the Facility Use Plan, the City shall provide, free of any license fee or rental charge, the following facilities and grounds areas for Licensee's Festival-related use. The facilities and grounds areas, together with the Office Space referred to in Exhibit C hereto, are collectively referred to in this Agreement as the "Premises." As used in this Agreement, the phrase "if the facility then exists and is functioning as a public use facility" means the facility has not been or is not scheduled to be demolished or destroyed and, at the time Licensee desires its use, the Director is willing to allocate whatever resources are required to keep it



in a good operating condition and open and available for public use on a regular basis (rather than especially for Licensee's use).

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

<u>FACILITY</u>	<u>SPECIAL CONDITIONS</u>
a. Exhibition Hall	Columns must be protected if programming is active.
b. McCaw Hall	Festival use shall be consistent with and subject to contracts between the City and the Seattle Opera, the Pacific Northwest Ballet and Seattle International Film Festival.
c. KeyArena at Seattle Center	Festival use shall be consistent with and subject to all pre-existing contracts including but not limited to those between the City, resident sports teams, caterers & concessionaires and suite holders.
d. Bagley Wright Theatre, Old Premises Production Areas (excluding, the Leo K Theatre and the Lobby of the Leo K Theatre)	Festival use shall be consistent with and subject to the Seattle Repertory Theatre contract with the City, and shall not be permitted earlier than the Monday immediately preceding the opening day of the Festival.
e. Northwest Rooms	Snoqualmie Room use shall be consistent with and subject to the VERA contract with the City;
f. Center House Conference Center	Festival use shall be consistent with contracts between the City and the Seattle School district for use by the Center School
g. Center House Performance Studio	Festival use shall be consistent with and subject to the contract between Theater Puget Sound (or its successor) and the City.
h. Stage and Public Programming space on the second floor of Center House	Festival use shall be consistent with and subject to contracts between the City and resident merchants.
i. Charlotte Martin Theatre and the Eve Alvord Theatre	Festival use shall be consistent with and subject to the Seattle Children's Theatre's contract with the City.
k. Mural Amphitheater	
l. Other areas of the grounds of Seattle Center	
m. Intiman Theatre	Festival use shall be consistent with and subject to Intiman Theatre's contract with the City.
n. Fisher Pavilion	
o. Seattle Center Pavilion	

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

2. Licensee agrees to notify Seattle Center of any room that will not be used in the final Event Service Order (ESO). If Licensee fails to notify City, notwithstanding the provisions of section III.A.1 above, Licensee shall pay the City a per-day charge equal to the lesser of the not-for-



profit or fair market facility rental rate for any facility Licensee reserves does not use. This fee shall be equal to the current daily not-for-profit facility and/or grounds rental rate.

3. Promotions: Seattle Center shall promote the Festival by installing signage on general readerboards at the conclusion of SICF or successor, and on facility-specific boards as Seattle Center ("SC") determines is reasonable under the circumstances. Provided Licensee supplies SC with a banner meeting reasonable SC specifications, SC shall install such banner on the Mercer Street elevated walkway fourteen (14) days prior to the Festival opening date or the conclusion of any proceeding event for which a banner was required.

4. Licensee has inspected and examined the physical condition of the Premises, including the Office Space, and accepts the same in their present condition as of the commencement date of this Agreement. The City disclaims all representations, statements or warranties, expressed or implied, that may have been made by or on the City's behalf with respect to the condition of the Premises, including the Office Space, or their use or occupancy, other than those contained in this Agreement. Licensee shall not alter or improve the Premises or the Office Space without the Director's prior written consent. Licensee shall bear all expenses for any approved alteration or improvement that Licensee requested for its use and occupation of the Premises and Office Space. All approved alterations or improvements to the Office Space shall, at the Director's request, become the property of the City at the end of this Agreement, and shall remain upon and be surrendered with the Premises, without injury thereto.

B. City-Supplied Services and Facilities

1. Labor. For each Festival, the City shall provide Seattle Center technical equipment operators and other staff as specified below to meet Festival sound, stage, security, janitorial, and other labor, recycling and garbage needs as stated in the approved Event Service Order to a maximum dollar equivalent of \$200,812, in 2007 dollars. For the duration of this Agreement, the dollar value specified shall be adjusted annually by the amount of the cost of living adjustment contained in the contract negotiated between the City and the Joint Crafts Council, if any. The parties agree to equally split any savings in labor costs, up to the maximum dollar equivalent. For purposes of calculating the cost of labor hours in excess of the maximum dollar equivalent for which Licensee is responsible, all labor hours shall be billed at the then-current internal Seattle Center labor rates. Licensee shall promptly reimburse Seattle Center for the full costs of providing any labor in excess of the dollar equivalent stated above:

a. Stage. Labor hours shall be used for move-in, rehearsals, performances and move-out, only.

b. Sound. Labor hours for sound shall be used for move-in, rehearsals, performances and move-out, only.

c. Facility Support Laborers. Labor hours for facility support laborers shall include work performed by maintenance laborers, utility laborers, laborers, dining room attendants, and janitors on the grounds and in facilities for the purpose of set-up, cleaning in facilities and on the grounds during the Festival and clean-up after each Festival closes.

d. Security and Admissions. Labor hours shall be used for move-in, rehearsals, performances, and move-out, only.

e. Technical Services. Labor hours shall include work performed by building operating engineers, carpenters, landscape maintenance workers, metal fabricators, plumbers and electricians.

f. Event Service Representative: Hours shall include duty manager coverage during load in; event days and load out, as well as time spent advancing the festival.

2. Office Space. Office Space and utilities, as indicated and upon the terms and conditions stated, in Exhibit C hereto.

3. Waste Removal. Removal of garbage and recycling from the Premises during the days of the Festival shall be the responsibility of the City. Licensee shall assist Seattle



Center personnel in the planning and implementation of a waste removal program which may require Licensee, at no cost to the City, to collect, sort and separate into such categories as Seattle Center may request, all solid waste products generated on the Premises. The City reserves the right to refuse to collect or accept from Licensee any waste product that is not sorted and separated as the Director requires, and to require the Licensee to arrange for the collection of the same at the Licensee's sole cost and expense using a City-approved contractor. Licensee shall pay all costs, fines, penalties, and damages that may be imposed on City or the Licensee as a consequence of the Licensee's failure to comply with the provisions of this subsection.

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

Passes	Location	Time Frame	Users	Conditions
37	Any Seattle Center public parking lot or garage	Year Round	Staff and Board	Terms on Passes
25 one day	Any Seattle Center public parking lot or garage	Thursday-Monday of Festival	Staff, Donors, Other Constituents	Terms on Passes
230 per Festival Day	Mercer Street Garage	Friday-Monday of Festival	Volunteers and Performers	See Contract
15	Any Seattle Center public parking lot or garage	Sunday prior to Festival through Thursday after	Staff, Donors, Other Constituents	Terms on Passes
24	Lot 6	Licensee shall coordinate the replacement of 13 disabled permit stalls in the lot with the Seattle Police Department. Such coordination shall include effective signage indicating alternative nearby parking location(s). Use of the lot and coordination of its use must be done in conjunction with Transportation Services and the adjacent tenants' needs. Sidewalk access to the Intiman wheelchair ramp must be maintained.		

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

IV. PUBLICITY AND MEDIA RESPONSIBILITIES.

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

B. Attribution. All Festival publicity shall identify Seattle Center as a primary Festival sponsor. Such publicity shall include the wording, "Presented by Northwest Folklife and Seattle Center," and shall include the Seattle Center logo whenever Licensee's logo is used. Licensee shall maintain a link between its website and the Seattle Center website.



C. Cross-Promotional Activities: Licensee shall develop and implement a cross-promotional strategy in cooperation with the Director, whereby Seattle Center may promote its events and activities using Licensee communications and promotional tools. NWF may promote events and activities by way of the Seattle Center communications systems and use Seattle Center's promotional tools with the Director's permission.

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

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

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

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

H. Prohibited Promotion & Other Material; Removal of Same. Licensee shall not display, post, or distribute any sign, symbol, advertising of any nature, or any printed material (including but not limited to posters) on any part of the Seattle Center (including the Office Space), without the Director's approval.

V. CONCESSION & CATERING RIGHTS.

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

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

2. All items offered for sale on or from Seattle Center by Licensee or its sub-licensees or sub-concessionaires shall be appropriate to the theme and philosophy of the Festival and Licensee as determined by the SC director.

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



C. Booth Fees. Licensee may charge a fee to any person it authorizes to engage in concession sales on Seattle Center grounds during the Festival. Such fee may consist of a booth fee established by Licensee, plus up to thirty (30%) of such person's gross receipts. Such fees shall be subject, each year, to the Director's prior approval.

VI. ENVIRONMENTAL STANDARDS.

A. Definitions. For the purpose of this Section, the following terms shall be defined as provided below unless the context clearly requires a different meaning:

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

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

B. Restrictions on Licensee Activities. Licensee shall not cause to occur upon the Premises, or permit the same 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. Licensee shall provide the Director with Licensee's USEPA Waste Generator Number (if any), and with a copy of every Material Safety Data Sheet (MSDS), Generator Annual Dangerous Waste Report, environmentally related regulatory permit or approval (including every revision or renewal thereof) and any correspondence Licensee receives from, or provides to, any governmental unit or agency in connection with Licensee's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises. All references to the "Premises" in this Section VI, and except as specifically excluded elsewhere herein, include the Office Space.

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

D. Testing. Licensee shall provide the City with access to the Premises to conduct an annual environmental inspection in January of each year of the term hereof or at such other time(s) as may be mutually agreed upon. In addition, Licensee shall permit the City access to the Premises at any time, upon reasonable notice, for the purpose of conducting environmental testing at the City's expense. Licensee shall not conduct or permit others to conduct environmental testing on the Premises without first obtaining the Director's written consent, which shall not be unreasonably withheld. Licensee shall promptly inform the Director of the existence of any environmental study, evaluation, investigation or results of any environmental testing conducted on the Premises whenever the same becomes known to Licensee, and Licensee shall provide a written copy of the same to the Director within thirty (30) days after the preparation of any such material.



E. Removal of Hazardous Substances Prior to Vacation of Premises. Before vacating any portion of the Premises, in addition to all other requirements under this Agreement, Licensee shall remove any Hazardous Substances that Licensee placed on the Premises during the term of this Agreement or Licensee's possession of the Premises, and shall demonstrate such removal to the Director's reasonable satisfaction.

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

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

VII. LICENSEE FINANCIAL OBLIGATIONS.

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

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

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

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

VIII. TRANSFER OF RIGHTS AND OBLIGATIONS.

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

B. Interests Not Transferable by Action of Law or Court: This Agreement shall terminate automatically in the event Licensee files any claim in bankruptcy for protection, reorganization or the like.



Neither this Agreement, nor any right, privilege, or other interest conferred by this Agreement shall pass to any trustee or receiver in bankruptcy or to any receiver or assignee for the benefit of creditors; nor shall this Agreement or any rights, privilege, or interest be transferable by operation of law or proceeding of any court.

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

IX. LIENS AND ENCUMBRANCES.

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

X. NO NUISANCES OR OBJECTIONABLE ACTIVITY.

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

XI. AUDIT.

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

XII. COMPLIANCE WITH LAW.

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

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

C. Taxes. Licensee shall pay, before delinquency, all taxes, levies, and assessments arising from its activities on or occupancy of the Premises, including but not limited to taxes arising out of the activity or business conducted on the Premises; taxes levied on its property, equipment and improvements on the Premises; and taxes on Licensee's interest in this Agreement and any leasehold interest deemed to have been created thereby under RCW Ch. 82.29A. If the State of Washington makes any demand upon the City for payment of leasehold excise taxes resulting from Licensee's



occupancy of the Premise withholds funds due to the City to enforce actions of leasehold excise taxes, Licensee shall remit the taxes demanded together with any interest and penalties associated therewith or, at no expense to the City, contest such collection action and indemnify the City for all sums expended by, or withheld by the State of Washington from the City in connection with such taxation.

D. Nondiscrimination and Affirmative Action. Licensee shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle including, 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.

XIII. INSURANCE AND INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

D. City's Retention & Use of Keys. Licensee shall provide the Director with a key with which to unlock all of the doors in, upon, and about the Premises and the Office Space, excluding Licensee's vaults, safes, and files, for each of the aforesaid purposes. The City shall have the right to use any and all means that the Director deems proper to open said doors in an emergency, in order to obtain entry to the Premises or the Office Space, without liability to Licensee except for the City's intentional wrongful acts.

XV. CITY'S RESERVATION OF RIGHTS CONCERNING BUILDINGS, GROUNDS AND ACTIVITIES.

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

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

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

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

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

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

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

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

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

I. place "For Rent" or similar signs in the Office Space for thirty (30) days prior to the expiration or termination date of this Agreement, whichever is earlier.

J. interfere with light, air or view, or Licensee's operations or use and occupancy of the Office Space, either in connection with or as a result of operations by or for City in the construction of any public work or its subsequent use and occupancy, or the repair and maintenance of any City facility or improvement. The City will make a good faith effort to minimize such interference to the extent it is reasonably economical for the City to do so; and

K. exercise other power or right authorized by law or ordinance.

XVI. INSTALLATION OR INTEGRATION OF VISUAL ARTWORKS

A. Prohibition Against Installation or Integration of Works of Visual Art. Licensee shall not install or integrate on or in the Premises or the Office Space, any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990 ("VARA"), as now existing or as later amended.

B. Licensee's Indemnification Against Liability under VARA. Licensee shall protect, defend, and hold the City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of Licensee's violation of the provisions of this Section XVI. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

XVII. CITY'S RIGHT TO DISAPPROVE MERCHANDISE AND PRICES.

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

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

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

XVIII. DEFAULT & BREACH.

A. Licensee's Default & Breach. The following shall acts or omissions shall, without more, constitute a default and material breach of this Agreement:

1) Licensee's failure to comply with all of the requirements of Section XIII hereof, regarding insurance; or

2) Licensee's violation of any law, Charter provision, ordinance, rule, regulation, governmental authority's order or directive; or

3) Licensee's failure or refusal to produce the Festival; or

4) Licensee's repeated failure to perform or the violation of any single condition or covenant of this Agreement on two or more occasions in any twelve (12) month period; or

5) Licensee's assignment of its interest in this Agreement without the Director's prior written consent; or the filing of a voluntary or involuntary petition in bankruptcy, or for reorganization or an arrangement; or the adjudication of Licensee as being bankrupt or insolvent; or the appointment of a receiver of or for Licensee if such appointment, adjudication or similar order or ruling remains in force or unstayed for a period of thirty (30) days; or

6) Licensee's failure to perform or the violation of any other condition or covenant of this Agreement where such default or deficiency in performance was not remedied within a reasonable time.

B. Notice of Default & Breach. The Director shall notify Licensee, in writing, of any act or omission the Director determines is a default in the terms or conditions of this Agreement. The notice shall specify the nature of the act or omission, the reasonable number of days (but not more than sixty (60) days) after the date of the notice within which such failure must be corrected or the violation must be

ceased or remedied to avoid termination, and the City's intention to terminate this Agreement if such act or omission has not been corrected within such stated period.

C. Remedies. If Licensee fails to correct, remedy, or cease such failure or violation within the time specified in the Director's notice, the City may terminate this Agreement without any further proceedings, re-enter the Premises and the Office Space, and license others to use said Premises and Office Space during any portion of the period of use remaining under this Agreement had it not been terminated, and receive rent, additional rent and license fees therefor.

XIX. TERMINATION

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

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

C. Termination Rights in Event of Damage or Destruction.

1) By Licensee. Notwithstanding any other provision in this Agreement to the contrary, if Licensee determines that, following damage or destruction to the Premises, that the same are no longer fit for Licensee's intended use, then Licensee may terminate this Agreement by providing notice thereof to the Director.

2) By City. Notwithstanding any other provision in this Agreement to the contrary, if the Premises, or any facility of which either is a part, are damaged or destroyed by fire or other casualty as to be untenable or unusable, or if the City desires to discontinue Licensee's operations because of substantial destruction of the Premises, or other part of Seattle Center, regardless of whether the Premises are destroyed or damaged, the City may terminate this Agreement as by notice to the Director.

D. Notice. Notice of termination shall be given by the party terminating this Agreement to the other not less than five (5) days prior to the effective date of termination.

XX. NOTICES AND DELIVERABLE MATERIALS.

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

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

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

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

XXI. DIRECTOR'S AUTHORITY.

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



privilege under this Agreement. Any approval, consent or permission required of the Director by this Agreement may be granted, conditioned or withheld by the Director in the exercise of such official's sole discretion.

XXII. AMENDMENTS.

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

XXII. NO WAIVER.

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

XXIII. REMEDIES CUMULATIVE.

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

XXIV. CAPTIONS.

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

XXV. INVALIDITY OF PARTICULAR PROVISIONS.

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

XXVI. ACKNOWLEDGMENT OF NEGOTIATED AGREEMENT.

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

XXVII. BINDING EFFECT.

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

XXVIII. PREVIOUS AGREEMENTS SUPERSEDED.

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

XXIX. ENTIRE AGREEMENT.

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

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



NORTHWEST FOLKLIFE

THE CITY OF SEATTLE

By _____
Michael Herschensohn
Executive Director, Northwest Folklife

By _____
Robert Nellams
Director, Seattle Center Department

Date:

Date:



ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2007, before me personally

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

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

Signature

(Print or Type Name)

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 2007, before me personally

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

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

Signature

(Print or Type Name)

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My appointment expires: _____



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

VISION STATEMENT

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

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

I. NORTHWEST FOLKLIFE FESTIVAL ("Licensee") OBLIGATIONS

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

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

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

*Facility Use Plan: Each Facility Use Plan shall describe which facilities and areas of Seattle Center are proposed to be used for the Festival and what general activities would take place during the next Festival. Licensee shall be permitted to use Center House Conference Rooms A & H, free of any license fee, from the Friday prior to the Festival through completion of the Festival move-out. This usage shall be noted on the facility use plan.



**NORTHWEST FOLKLIFE CONTRACT, EXHIBIT A
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****Draft Organizational Budget:** Each Draft Organizational Budget shall pertain to Licensee's fiscal year and shall be prepared according to standard accounting practices.

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

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

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



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SITE GUIDELINES FOR PRODUCING THE NORTHWEST FOLKLIFE
FESTIVAL AT SEATTLE CENTER**

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

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

F. Licensee shall use the data and phone services provided by the exclusive Seattle Center provider, for all phone and data requirements. Licensee shall provide a list of phone and data needs to the provider by March 15th. Provider will notify Licensee of any services they cannot provide within three (3) weeks, at which time, Licensee will be free to turn to another provider for only those services.

II. GENERAL GUIDELINES FOR FESTIVAL OPERATIONS*

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

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

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

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

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



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

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

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

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

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

III. PROGRAMMING

A. In the spirit of public safety, Seattle Center recommends programming the Intiman, Bagley Wright and McCaw Hall venues with acts that do not encourage audience dancing.

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

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

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

IV. BUILDINGS/FACILITIES/STRUCTURES

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



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At the Event Service Representative's discretion, Licensee must protect columns in the Ex Hall if the programming is active

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

C. Licensee shall supply ladders as necessary.

D. As a general rule to avoid ceiling damage, hanging items from Seattle Center facility ceilings must be pre-approved.

E. Access to Seattle Center facility rooftops is generally restricted to Seattle Center staff.

F. Only electric and propane powered vehicles are generally allowed to operate inside Seattle Center facilities during move-in/move out. These vehicles shall have pneumatic tires. Forklifts and other vehicles may be pre-approved for use by Licensee and Seattle Center. Display vehicles shall be pre-approved by the Seattle Center Event Service Representative and the Seattle Fire Department. Licensee is to provide adequate floor protection for move-in/event/move-out.

G. A Festival banner may be attached to the Mercer Skybridge per current contract guidelines. The banner will be hung by the Seattle Center stage crew. The signs shall be a minimum of 12' long; maximum of 22' long. Maximum height of sign is 3-1/2'. Grommets shall be inset at 2' centers. General Festival sponsor banners shall not include advertisements for hard liquor (beer and wine allowed) or illegal activity.

V. ELECTRICITY

A. Licensee shall supply electrical cable and extension cords as necessary. Licensee shall hire electricians licensed in the State of Washington to install electrical cable and obtain the proper permits. All electrical work shall comply with the current City of Seattle Electrical Code and the National Electrical Code.

B. Licensee's electrical systems shall conform to Seattle Center power sources.

C. Electrical cables and/or microphone cords which cross aisles or walkways shall be appropriately suspended or covered with rubber channel mats (or grid mats if on lawn) to conform with safety standards and prevent trip hazards.

D. Use of ungrounded "zip cord" for lighting displays is prohibited unless devices meet UL listings.

VI. GROUNDS/LANDSCAPING



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- A. The use of polystyrene is discouraged. Licensee garbage and recycling programs are administered per current Licensee contract.
- B. The minimum height for suspending over any campus roadway is 14'.
- C. Landscaped areas, including barked areas (excluding lawns), and tree pits, are generally off limits - no booths, storage, etc.
- D. Operation of all vehicles is allowed on asphalt surfaces only. Driving on pavers is discouraged. Driving on the lawn areas is not allowed. Should driving on any lawn area be necessary, 3/4" plywood shall be laid to cover wheel base and then removed as soon as possible. Plywood left under the tires can be no larger than 24" x12", and a minimum of 1/2" thick.
- E. The general speed limit is 10 mph.
- F. Activities (i.e., vendor booths, massage tables, balloon blowers, fortune tellers, hair artists, bubble blowers, etc.) which are pre-approved by Licensee for lawn areas shall be placed on a 2"X" base and covered with plywood flooring. This guideline includes the entire activity area, including storage and cooking areas. All activities on lawn areas shall be pre-approved and listed in Event Service Order maps. In certain cases this guideline may not be feasible, and Licensee will work with Seattle Center to protect the lawn as much as possible.
- G. All trees and limbs used for any Festival activity shall be protected with a protective layer of soft, woven material or rubber hose (burlap and foam padding approved). Any use of trees and limbs for Festival activity shall not exceed the strength of the tree. The Seattle Center Landscape Crew Chief reserves the right to disallow any activity which may damage or injure trees and limbs.
- H. All planted areas, including buildings, glass and lawns, shall be protected from heat caused by cooking equipment. Licensee will work with Seattle Center as much as possible to accommodate the need to provide protection from heat.
- I. Licensee shall provide adequate traffic guards to ensure that trees, buildings and other campus fixtures are not harmed by the move-in/move-out process. Heavy equipment should be directed away from lawns and vegetation to avoid damage. Heavy equipment shall not be allowed on grounds without adequate traffic guards.
- J. Staking is discouraged at Seattle Center to avoid damage to the underground water lines. Tents, stages, or other items which require guy wires should attach the ground end of the guy wire to concrete blocks (preferred). Should the need arise to stake into the ground, the maximum allowed is 12". Prior to staking, a Seattle Center Plumber or Gardener shall approve the length and location of the stakes. Stakes shall be pre-marked at 12" if possible.
- K. No dumping of any product, liquid or solid, is allowed anywhere on Seattle Center grounds. Licensee shall make arrangements to legally dispose of all liquid



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

and solid refuse. Illegal dumping is subject to fines by Seattle Center and the King County Natural Resources and Parks Department.

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

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

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

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

VII. MECHANICAL SYSTEMS/PLUMBING

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

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

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

VIII. SAFETY

A. Forklift and general vehicle operators shall be licensed in accordance with all current laws. Forklift operators shall be competent to operate a forklift and successfully complete a training course as defined in the Washington Administrative Code 296-24-23025(2). Prior to the first day of load in, Licensee must provide Seattle Center with copies of forklift certifications for all festival staff who will be operating them.

B. No passengers shall be permitted on forklifts, electric carts, or any other vehicle unless seated in the original passenger seats, one passenger to a seat. All forklifts, electric carts, etc., must have an easily identifiable name or number on both the front and back of the vehicle.

C. All Festival personnel shall wear appropriate safety gear.



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

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

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

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

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

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

IX. PUBLIC ARTWORK

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

X. CENTER HOUSE

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

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

C. It is a goal of Seattle Center to retain a maximum number of tables and chairs on the 2nd floor, food court area. Programmable area is limited to the stage, dance floor, and food court area by the elevator, so long as the space used, does not displace tables and chairs.



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

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

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

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

XI. Fisher Pavilion

A. All programming on the Fisher Rooftop must be approved by the Seattle Center Director. No less than 75% of the lower terrace area on the north end of the roof must remain open for public access.

B. No large dynamic loads, i.e. merry-go-round, on the rooftop plaza.

C. No trucks or other vehicles, other than Seattle Center forklifts, on the rooftop plaza.

D. Temporary ice rink can be installed inside Fisher Pavilion on west end.

E. Load in/load out through front roll-up doors and/or west loading area and freight elevator, and back corridor.

F. The east elevator must remain open for public access during all hours the building is open to public.

XII. FOUNDER'S COURT

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

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



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

A. Pedestrian traffic (including strollers and wheelchairs) is permitted in the International Fountain. Sun bathing with bathing suits is permitted in the International Fountain. Bicycles and skates are not allowed in the International Fountain. Any changes in the sound/water programming shall be discussed with the Seattle Center Event Service Representative

B. Wading in the DuPen Fountain is permitted. Climbing the sculptures and rocks is not permitted.

C. Children require an adult supervisor.

D. Pets are generally not allowed in the fountains.

E. Access to fountains shall be maintained. No attachments of any kind shall be made to fountains. Licensee will work with Seattle Center to create a plan to monitor safety issues at the fountains.

XIV. KEYARENA

A. Loading and unloading shall occur from the South Lot **ONLY**. Other doors and/or ramps are not considered appropriate loading routes. Elevator 5-R can be used if coordinated with ESR.

B. Nothing larger than a non-motorized handtruck shall be wheeled down handicap access ramps.

C. Generally, all operations for KeyArena shall be in accordance with the general KeyArena operating guidelines.

XV. NORTHWEST ROOMS COURTYARD/BREEZEWAY

A. **No driving on the NW rooms breezeway between Snoqualmie & Shaw Rooms.** Extreme crushing damage possible to people in rooms below.

Working with the vehicular weight limits in the upper Northwest Court area is critical. The maximum weight limits directly in front of the NW Rooms doors are:

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

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

Maximum vehicle load	5,000 lbs.
Maximum axle load	4,000 lbs.



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

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

XVI. MCCAW HALL

- A. No vehicular traffic is permitted on the Exterior Kreielsheimer Promenade.
- B. Seattle Center recommends that the Orchestra Pit be at audience level and used for wheel chair seating.
- C. Lighting levels in the auditorium shall be kept at a safe level as determined by SFD and Seattle Center.
- D. Security staffing should be consistent with type of show. See also #1 under Programming.
- E. Generally, all operations for the McCaw Hall shall be in accordance with the general McCaw Hall operating guidelines.

- F. At Licensee's expense, the Stage Door must be staffed by Emergency Services beginning one half hour before any Festival activities (including but not limited to load-in and load-out) begin in the building until one half hour after any Festival activities (including but not limited to load-in and load-out) end in the building.





MARION OLIVER MCCAW HALL
 SUSAN BROTMAN AUDITORIUM ADDENDUM
 To Facility Use Agreement

	Orchestra	Gallery	Dress Circle	First Tier	First Tier Boxes	Second Tier	Second Tier Boxes	Total
Total Seats	1011	240	220	502	74	792	52	2891
Total Seats with Max. Wheelchairs	1003	240	216	500	72	790	50	2871
Max. Number of Wheelchairs	10	0	10	2	2	4	2	30
Max. Number of Transfer Seats (aisle seat with swing arm for ease of entry)	12	4	4	4	0	4	0	28

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • 62 additional pit seats are available. • Capacity numbers decrease with addition of sound mix and lighting control positions in the auditorium. • Capacity numbers may decrease for "standing shows" to accommodate visibility for wheelchair patrons. | <ul style="list-style-type: none"> • No smoking is allowed in the building. • Food and drink are allowed only in the spaces outside of the Susan Brotman Auditorium seating areas. |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

PERSONNEL REQUIREMENTS: Included with the facility use fee is service of an ESR who coordinates Seattle Center services for the Event. Additional staff will probably be required. Sound and stage technicians are needed to set up and remove equipment and to operate it during the Event. Admissions personnel serve as door attendants and guards, as ushers and Event security. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice and the nature of the Event. See Personnel Rates Addendum for rates which will be charged for their services.

SOUND: There is a built-in state-of-the-art sound system. Additional sound equipment is available for rent. Seattle Center Sound operators are required to attend to all Seattle Center equipment during the Event. See McCaw Hall technical specifications for detailed information.

STAGE: Proscenium is 60' wide x 35' high. 3,600 sq. ft. stage left wing is available for storage and handling. Seattle Center Stage personnel are required to attend to all such equipment during the Event. See McCaw Hall technical specifications for detailed information.

CATERING AND FOOD CONCESSIONS: The caterer and concessionaire for McCaw Hall, The Westin Seattle, has the exclusive right to provide any food and drink served in the Hall whether catered or as a concession. Backstage catering options are available for a fee. For further information contact The Westin Seattle at (206) 727-5884.

MERCHANDISE / PROGRAM & NOVELTY CONCESSIONS: The Seattle Center program & novelty concessionaire has the exclusive right to sell merchandise, programs and novelties. The ESR facilitates this arrangement.

TICKETING for Spectator Events in McCaw Hall is under exclusive contract for both advance and on-site ticketing.

LOADING for shows is from Republican Street behind the building. There are two truck bays 10' wide x 12' high. For the safety of Seattle Center guests, vehicular activity on the grounds is limited. Citations are issued to any vehicle which does not have a parking or 30-minute load/unload permit or which overstays the 30-minute limit. Access to the grounds and permits are facilitated by the Event ESR.



PARKING: Included with the facility use are seven parking permits per day in the Mercer St. Garage. Large vehicles that do not need to be close to the building are parked in the oversized parking stalls in the Fifth Avenue Parking Lot (Fifth Avenue & Republican Street).

INSURANCE: At least eleven days prior to the Event, proof of Commercial General Liability insurance is required. See the Facility Use Agreement for specific requirements.

PROMOTION: The Marketing Office maintains an up-to-date listing of local print, radio and television media contacts. Seattle Center can provide additional support for your events through promotional applications such as:

- Monthly events calendar
- Recorded events line
- Poster kiosks
- Seattle Center Website
- Customer service information
- Media Placement

Contact the Marketing Office at (206) 684-7202 for additional assistance.

ACCESSIBILITY: McCaw Hall is wheelchair- and stroller-accessible. Mens and womens restrooms are accessible on every level of the building.

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

Guests should obtain a receiver and headset by requesting them from the Head Usher or Door Attendant.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents must be reported to on site management. On site management will radio an emergency officer and call 911 if needed. The emergency services officer shall administer first aid if needed and take an incident report.

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

Facility Addendum information is subject to change.

Revised 4-7-05





ADDENDUM TO FACILITY USE AGREEMENT
CONFERENCE CENTER

ROOM	A & H	B
Facility Use Fee (Rent)	\$280 each	\$180
Room Capacities:		
Theatre Style	120 each	60
Classroom Style	81 each	36
Characteristics		
Dimensions	27'x67'	28'x28'
Square Footage	1,800	785
Ceiling Height	10'	10'
Carpeted Riser	12'x8'x10"	NA
Floors	Carpet	Carpet
Room Lighting	Fluorescent & Incandescent	
Included with Facility Use Fee		
<ul style="list-style-type: none"> All tables and chairs except in areas set by a decorator. Classroom tables are 6 x 30" and seat 3. 		
• Projection Screen	6'x10'	NA
• Projection Table 2'x3'	1 each	1 each
• House Sound System	yes	NA
• Microphones	2 each	NA

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

SET-UPS: Prior to an event, facilities are cleaned and set per requirements given to your Event Service Representative (ESR). These requirements are due 15 days prior to the event; additional charges apply if received later. Change of set-up within a day is subject to staff availability and labor charges.

PERSONNEL REQUIREMENTS: Additional staff may be required; the ESR shall make this determination based on knowledge of the event, union contracts and guidelines of Seattle Center. See Personnel Rates Addendum for current rates.

SOUND: Rooms A & H have sound systems with ceiling speakers. A separate portable sound system for any of the rooms may be rented. A Seattle Center Sound Operator is required to operate a portable sound system if used at the event, however, tape and CD players may be operated by the Licensee once they are installed by our staff. No Seattle Center equipment shall be combined with any other equipment.

SIGNS AND POSTERS: There is a bulletin board outside each room for your use. Push pins and tacks may be used on the soft walls in the rooms, but not tape, nails or staples. Nothing may be hung on finished wood, painted surfaces or windows. There are no readerboards at or in the Center House.

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

ACCESSIBILITY: Wheelchairs and strollers can access Center House from the east, west and south sides. There are elevators to the 3rd Floor. Meeting rooms and restrooms are wheelchair accessible. Assistive listening systems are installed in each room. Per the Americans With Disabilities Act, you must make these devices available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents shall be reported by contacting the Customer Service Desk via the white courtesy phone in the lobby of the Conference Center. They will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report.

Updated 3/2/06



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EXHIBITION HALL ADDENDUM
To Facility Use Agreement

	Exhibition Hall
<u>Room Capacities¹:</u>	
Booths	
8'x10'	178
10'x10'	176
Reception Style	2,000
Banquet ²	1,000
Classroom Style	800
<u>Characteristics</u>	
Dimensions	160' x 220'
Square Footage	34,000
Ceiling Height	7'11" - 18'6"
Floors	Composition Tile
Room Lighting	Fluorescent
Support columns	27 in 3 rows of 9 each running N to S
<u>Included with Facility Use Fee</u>	
Tables 8' x 30' with linens ³	5
Chairs ⁴	800
Parking Permits	4
Projection Table 2' x 3'	1
House Sound	yes
Wired Microphones	8
Lectern	1

FOOTNOTES

1. These are maximum room capacities. Capacity numbers decrease if there is a need for empty space or for additional items such as registration, catering, projection or display tables; projectors & screens; or a larger than 8'x6' stage.
2. Banquet capacity is based on 10 guests per 6' round table. For a plated or buffet meal, tables are \$2.50 each, for other events they are \$9.50 each.
3. Additional 8'x30" exhibit and 6' round tables are available to rent at \$9.50 each. Linens are available to rent at \$4 each, paper covers at \$3 each. Classroom and exam tables need to be rented through an outside vendor.
4. Chairs are not available for use with tables rented from a decorator and/or if set on a decorator supplied rug.

SET-UPS:

Prior to an event, facilities are cleaned and set per requirements given to the assigned Event Service Representative (ESR). These requirements are due 15 days prior to the event; a fee is charged if received later. Change of set-up within a day is subject to staff availability and labor charges.

Loading for exhibit shows is from the southwest corner of the hall through the maintenance courtyard up the loading ramp to the roll up door that is 18' wide by 9' high. Consult with an ESR to confirm height clearance. Most exhibit materials will be unloaded in one of the two loading docks and forked or carted into the hall. To conserve energy, the roll up door shall be kept closed during move-in and -out when not in use. One traffic lane must be kept open on the loading ramp at all times for Fire Department access. Some North side loading is possible for hand cart materials. Exhibitor load-in times should be staggered. Load/Unload permits for the exhibitors can be provided by your ESR. Exhibitors may carry in their own material and set up their exhibits. No porter service is available. Deliveries should only be scheduled when the client is in the facility to receive them. Seattle Center cannot sign for deliveries.

PERSONNEL REQUIREMENTS: Based on knowledge of the event, union contracts and guidelines of Seattle Center, the ESR will determine what staff will be required for the Event. See Personnel Rates Addendum for current rates.



SOUND: This facility has a sound system with zoned ceiling speakers. Seattle Center Sound Operators are required to operate sound equipment rented from Seattle Center except tape and CD players. No Seattle Center sound equipment shall be combined with any other vendor or client equipment.

STAGE: Stage platforms are rented in 4'x8' units and are available in these heights: 24" and 32". There is a \$200 charge for a stage of up to 10 pieces, including labor. Larger stages can be estimated and may be required for heavy stage loads.

Theatrical lighting and sound equipment must be ground supported. The ceiling is not weight bearing and supports no rigging.

CONCESSION STANDS: They are located at the north end of the hall. The Seattle Center concessionaire, The Westin, has the exclusive right to sell food and beverages in this facility.

ELECTRICAL:

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

- (3) 200A - 3P services
- (1) 100A - 3P service

- All services are accessed through a power distribution terminal.

- Any connections must be done by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center, and the work must comply with City of Seattle Department of Construction and Land Use codes.

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

FLOOR RESTRICTIONS:

Floor Loading Guide*

Traffic Load:	Maximum Vehicle Weight:	5,000#
	Maximum Single Axle Limit:	4,000#
	Maximum Single Wheel Limit:	2,000#
Static Load:	Maximum Limit**	250# per sq. ft.

* Floor Loading Guide also applies to Founders Court

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

- Only pneumatic tired equipment is allowed on the floor. This includes fork lifts.
- Steel tread wheel dollies are not allowed.
- Only certain types of tape are permitted on tile floors. A list of acceptable tapes is available.
- All steel scaffolding and display supports must have foot pads under the vertical posts.
- Reduced lighting levels are operational during move in/out dates.

SIGNS AND POSTERS:

- Nothing may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic.
- Banners shall be hung and/or placed outside the building only with prior approval of the Director and the hanging of such is subject to union contract regulations.

The two sided, lighted readerboard in front of the Exhibition Hall (north side) is available at no charge on the days for which the facility is rented and on immediately preceding days if it is available. Each side has room for three lines with up to 14 characters on each line.

ACCESSIBILITY: The Exhibition Hall is wheelchair and stroller accessible at the north entry doors. The restrooms located in the northeast corner are wheelchair accessible. An assistive listening system is available for temporary installation at no cost to the licensee. Per the Americans with Disabilities Act, you must make this available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents shall be reported by contacting the Customer Service Desk via the white courtesy phone located in Room E-101. They will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report.

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

ADDENDUM INFORMATION IS SUBJECT TO CHANGE

REVISED 3-28-05

Exhibit B to Att. 1 to Folklife Ordinance

Page 6 of 16

March 22, 2007



<u>Room Capacities¹</u>	
Reception Style	2,000
Theatre Style	1,370
Classroom Style 4 per table	780
Classroom Style 3 per table	585
Banquet ²	700
Booths (8'x10')	66
Booths (10'x10')	60
<u>Characteristics</u>	
Total Square Footage ³	14,422
Foyer	2,900
Exhibit Area	11,522
Dimensions ⁴	179'2" x 64'2"
Ceiling Height	19'
Floors	Concrete
Lighting	Fluorescent
<u>Included with Facility Use Fee</u>	
Tables 8' x 30' with linens ⁵	6
Chairs ⁶	1200
Parking Permit	2
Projection Table 2'x3'	1
House Sound	Yes
Wired Microphones	5
Lectern	1

FOOTNOTES

1. These are maximum room capacities. Capacity numbers decrease if there is a need for empty space or for additional items such as registration, catering, projection or display tables; projectors & screens; or a larger than 8'x6' stage.
2. Banquet capacity is based on 10 guests per 6' round table. For a plated or buffet meal, tables are \$2.50 each, for other events they are \$9.50 each.
3. Total Square Footage = square footage of Foyer (the space between the columns and the front doors) + square footage of Exhibit Area. Six columns, 22' apart, are located at front edge of Exhibit Area.
4. See floor plan for variance for utility closets.
5. Additional 8'x30" and 6' round tables are available to rent at \$9.50 per table. Linens are available to rent at \$4 each; paper covers at \$3 each. Classroom and Exam tables need to be rented through an outside vendor.
6. Chairs are not available for use with tables rented from a decorator and/or if set on a decorator supplied rug.

SET-UPS: Prior to an event, facilities are cleaned and set per requirements given to the assigned Event Service Representative (ESR). These requirements are due 15 days prior to the event; additional charges apply if received later. Change of set-up within a day is subject to staff availability and will incur labor charges.

There are five 16' wide by 10' high roll up doors on the North side of the building. To conserve energy, these doors shall be kept closed during move-in and move-out when not in use and shall be operated by Seattle Center staff. No HVAC is supplied when doors are open. Having roll doors open during an event is subject to ESR approval. Sound impact on other campus activities is a factor to be considered. Exhibitors may carry in their own material and set up their exhibits. No porter service is available. Deliveries should only be scheduled when the client is in the facility to receive them. Seattle Center cannot sign for deliveries.

PERSONNEL REQUIREMENTS: Additional staff may be required; the ESR shall make this determination based on knowledge of the event, union contracts and guidelines of Seattle Center. See Personnel Rates Addendum for current rates.

SOUND: This facility has a sound system with zoned ceiling speakers. Seattle Center Sound Operators are required to operate all additional sound equipment rented from Seattle Center except tape and CD players. No Seattle Center sound equipment shall be combined with any other equipment.

STAGE: Stage platforms are rented in 4'x8' units and are available in these heights: 24" and 32". There is a \$200 charge for a stage of up to 10 pieces, including labor. Larger stages can be estimated and may be required for heavy stage loads.

Most theatrical lighting and sound equipment must be ground supported. There are a limited number of 1,000 lb. single point locations. Arrangements should be made with your ESR.

ELECTRICAL: 120V outlets are located on perimeter walls.

- All services are accessed through a power distribution terminal.
- Any connections must be done by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center, and their work must comply with City of Seattle Department of Construction and Land Use codes.

FLOOR RESTRICTIONS:

Floor Loading Guide

Traffic Load:	Maximum Vehicle Weight	10,000#
	Maximum Single Axle Limit	4,000#
	Maximum Single Wheel Limit	2,000#
Static Load:	Maximum Limit*	500# per sq. ft.

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

SIGNS AND POSTERS:

- Tacks or pins but no staples, nails or tape may be used on the fabric covered portion of the wall. Nothing may be hung in front of the art on the walls. No staples, nails, mastic or tape may be used on finished wood, painted surfaces or windows.
- Banners hung on an inside wall which require a ladder or lifting device or outside on the north face wall of the facility must be hung by Seattle Center stage personnel; exceptions may be granted for qualified decorators.

SMOKING POLICY: The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

ACCESSIBILITY: The Fisher Pavilion is wheelchair and stroller accessible from the north via the circular walkway and from the southeast by means of a elevator from the rooftop. There are wheelchair accessible restrooms at both ends of the Fisher Pavilion. An assistive listening system is available for temporary installation. Per the Americans with Disabilities Act, you must make this available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents shall be reported by contacting the Customer Service Desk via the courtesy phones (behind panels at east and west end of room near restrooms). Customer Service will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report.

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

ADDENDUM INFORMATION IS SUBJECT TO CHANGE

REVISED 1/26/06





**MARION OLIVER MCCAW HALL
FRONT-OF-HOUSE ADDENDUM
To Facility Use Agreement**

<u>Lobbies and Reception Rooms:</u>	Reception Capacity	Banquet Capacity (10 per 6' rounds)	Theater Capacity	Classroom Capacity	Square Footage	Ceiling Height	Floors	Built-In Audio System
Kreielsheimer Promenade Lobby	500 (100 North & 400 South)	N/A	N/A	N/A	4,620	58' – 62'	Tile	N/A
Grand Lobby	800	350	330	N/A	6,200	10' 10" – 39'	Carpet	Included
Allen Foundation for the Arts Room	250	180	225	140	2,400	14' 5"	Carpet	Included
Norcliffe Room	180	120	160	120	1,800	14'	Carpet	Included
Microsoft First Tier Lobby	250	N/A	N/A	N/A	2,200	11' 6"	Carpet	Included
Neukom Family Second Tier Lobby	300	160	200	N/A	2,600	9' 11"	Carpet	Included

Room capacities noted above are at maximum setting. Capacity numbers decrease if there is a need for empty space, or additional items such as registration, catering, projection or display tables, or risers. Event plans are subject to approval by Seattle Fire Marshal.

For detailed technical information, please refer to the McCaw Hall Production Guide.

Included with Facility Use Fee (Rent):	Additional expenses apply for:
<ul style="list-style-type: none"> • One standard setup per event day • Tables with linens and chairs for registration and other incidental use, as available (Note: Catering tables and chairs provided separately by arrangement with exclusive caterer, The Westin Seattle) • Built-in audio systems in most spaces • One microphone of any type • Lectern • Two hours of sound labor to set/strike equipment and set audio levels • Two 6'x8'x8" risers including stage labor for one set/strike • Event Service Representative (ESR) to coordinate event between 6:00 am and Midnight • Standard Admissions staff (i.e., ushers and door attendants) for up to 6 hours as determined by ESR. Licensee may request additional staff. • Building security (ESU) guard to monitor stage door security entrance and building life safety systems • Customary cleaning and janitorial service • Standard Utilities • Two Parking Permits for Mercer Garage • U.S. and Washington State flags, as available • Easels, as available 	<ul style="list-style-type: none"> • Tables for a table-based, non-catered event such as a trade show or classroom style setup • Additional labor to re-set a room on an event day • Additional stage labor • Additional risers, theatrical lighting, or other stage equipment • Additional sound equipment and labor • Event Service Representative (ESR) prior to 6am or after Midnight • Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning • Special power distribution, equipment or labor • Additional Admissions staff requested by Licensee or required by Seattle Center due to nature or schedule of event • Additional security staff / hours requested by Licensee or required by Seattle Center due to nature or schedule of event, including building security (ESU), SPD or peer security • Production phones and internet connections through exclusive provider CCPI • Additional parking permits / oversized parking

For lists and rates of available equipment, services, or personnel, please refer to the McCaw Hall Equipment and Services Addendum, and the Personnel Rates Addendum.

Revised 12/16/05



SET-UPS: All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to the Event. This plan is based on the Event requirements which must be received by the ESR at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

PERSONNEL REQUIREMENTS: Included with the Facility Use Fee (rent) is service of an ESR who coordinates Seattle Center services for the Event, and certain other staff as listed on page 1 of this Addendum. Additional staff may be required or requested. Sound and stage technicians are needed to set up and remove equipment and to operate it during the Event. Admissions personnel serve as door attendants and guards, as ushers and Event security. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice and the nature of the Event. See Personnel Rates Addendum for rates that will be charged for their services.

SOUND: A built-in sound system is included for most lobbies and reception rooms, with the exception of the Kreielsheimer Promenade Lobby. Additional sound equipment is available for rent. Seattle Center Sound operators are required to set up and operate all Seattle Center equipment during the Event. See McCaw Hall Production Guide for detailed technical specifications.

CATERING AND FOOD CONCESSIONS: The caterer and concessionaire for McCaw Hall, The Westin Seattle, has the exclusive right to provide any food and drink served in the Hall whether catered or as a concession. For further information contact The Westin Seattle at (206) 727-5833.

PARKING: Two parking permits per day for the Mercer Street Garage are included with rental of lobbies and/or reception rooms. Additional parking permits may be purchased. Large vehicles that do not need to be close to the building are parked in the oversized parking stalls in the Fifth Avenue Parking Lot (Fifth Avenue & Republican Street) at additional charge.

SMOKING POLICY: The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

ACCESSIBILITY: McCaw Hall is wheelchair- and stroller-accessible. A two channel infrared assistive listening system is available in the building. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. Guests should obtain a receiver and headset by requesting them from the Head Usher or Door Attendant.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents must be reported to on site management. On site management will radio an Emergency Service officer and call 911 if needed. The Emergency Services officer shall administer first aid if needed and take an incident report.

Facility Addendum information is subject to change.



**MARION OLIVER MCCAW HALL
NESHOLM FAMILY LECTURE HALL ADDENDUM
To Facility Use Agreement**

Features

- 400 fixed seats on raked floor
- 4 Wheelchair Locations – 2 in front row / 2 in back row
- 4 Transfer Seats
- Carpeted stage area, 20' wide and 10' deep at deepest point
- Ceiling height 20'
- Carpeted aisles with painted concrete floor
- Dimmable incandescent down lighting and zoned front lighting for stage area
- Small lobby for registration and display tables, with restrooms and concession window

For detailed technical information, please refer to the McCaw Hall Production Guide.

Included with Facility Use Fee (Rent):	Additional expenses apply for:
<ul style="list-style-type: none"> • Built-in sound system • 4 microphones, any type • Digital video/data projector, 4500 lumens • DVD player • Motorized projection screen (15'W x 11'H) • One dedicated Sound operator, for up to 10 hours • Pre-focused stage lighting • Six 6' tables with linens for stage and lobby, with chairs • Lectern • Event Service Representative (ESR) to coordinate event • Standard Admissions staff (i.e., ushers and door attendants) for up to 10 hours as determined by ESR. Licensee may request additional staff. • Building security (ESU) guard for up to 10 hours, to monitor stage door security entrance and building life safety systems • Customary cleaning and janitorial service • Standard Utilities • Two Parking Permits for Mercer Garage • U.S. and Washington State flags, as available • Easels, as available 	<ul style="list-style-type: none"> • All stage labor including any refocusing/restoring of stage lighting, hanging banners, etc. • Additional stage lighting and other equipment • Additional sound equipment and labor • Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning • Special power distribution, equipment or labor • Additional Admissions staff requested by Licensee or required by Seattle Center due to nature or schedule of event • Additional security staff / hours requested by Licensee or required by Seattle Center due to nature or schedule of event, including building security (ESU), SPD or peer security • Production phones and internet connections through exclusive provider CCPI • Additional parking permits / oversized parking • Box office staffing and credit card charges through Ticketmaster • Rental of McCaw Hall lobbies, reception rooms, or Susan Brotman Auditorium

For lists and rates of available equipment, services, or personnel, please refer to the McCaw Hall Equipment and Services Addendum, and the Personnel Rates Addendum.

Updated 12/16/05



SET-UPS: All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to the Event. This plan is based on the Event requirements which must be received by the ESR at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

PERSONNEL REQUIREMENTS: Included with the Facility Use Fee (rent) is service of an ESR who coordinates Seattle Center services for the Event, and certain other staff as listed on page 1 of this Addendum. Additional staff may be required or requested. Sound and stage technicians are needed to set up and remove equipment and to operate it during the Event. Admissions personnel serve as door attendants and guards, as ushers and Event security. For some Events additional security in the form of Seattle Police or peer group security may be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice and the nature of the Event. See Personnel Rates Addendum for rates that will be charged for their services.

SOUND: A built-in sound system is included. Additional sound equipment is available for rent. Seattle Center Sound operators are required to set up and operate all Seattle Center equipment during the Event. See McCaw Hall Production Guide for detailed technical specifications.

STAGE: Seattle Center Stage technicians are required to set up and remove stage equipment and/or hang any materials.

CATERING AND FOOD CONCESSIONS: The caterer and concessionaire for McCaw Hall, which includes the Nesholm Family Lecture Hall, is The Westin Seattle. The Westin has the exclusive right to provide any food and drink served in the Lecture Hall whether catered or as a concession. For further information contact The Westin Seattle at (206) 727-5884.

PARKING: Two parking permits per day for the Mercer Street Garage are included with the Nesholm Family Lecture Hall rental. Additional parking permits may be purchased. Large vehicles that do not need to be close to the building are parked in the oversized parking stalls in the Fifth Avenue Parking Lot (Fifth Avenue & Republican Street) at additional charge.

SMOKING POLICY: The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

ACCESSIBILITY: The Nesholm Family Lecture Hall is wheelchair- and stroller-accessible. A two channel infrared assistive listening system is available in the building. Per the Americans with Disabilities Act, you must make this available to your guests. Arrangements must be made with your ESR in advance of the Event to have the system installed and activated and receivers available. In order to activate the Assistive Listening System either a Seattle Center sound system must be in use or a feed provided from an outside system. Guests should obtain a receiver and headset by requesting them from the Head Usher or Door Attendant.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents must be reported to on site management. On site management will radio an Emergency Service officer and call 911 if needed. The Emergency Services officer shall administer first aid if needed and take an incident report.

Facility Addendum information is subject to change.





NORTHWEST ROOMS ADDENDUM
To Facility Use Agreement

ROOM	Rainier	Olympic	San Juan ²	Orcas ³	Lopez	Fidalgo	Shaw	Alki ⁴
<u>Room Capacities¹</u>								
Theatre Style	620	415	670	65	300	140	180	220
Classroom Style, 4 per table	348	200	392	28	168	84	112	120
Classroom Style, 3 per table	261	150	294	21	126	63	84	90
Banquet, 10 per 6' round table	340	200	350	30	150	70	100	250
<u>Characteristics</u>								
Dimensions	66'x91'	58'x70'	131'x51'	25'x37'	62'x51'	30'x51'	39'x51'	50'x60'
Square Footage	6,006	4,060	6,681	925	3,162	1,530	1,989	3,000
Floors	tile	tile	carpet	carpet	carpet	carpet	carpet	carpet/wood
Ceiling Height	12'	12'	12'	12'	12'	12'	12'	9' - 23'
Room Lighting	Main lights: Generally fluorescent and compact fluorescent							
Sound System	Included in each room							
Included with Facility Use Fee:								
<u>Standard / Theater Package</u>								
Chairs ⁵	----- Maximum set per room -----							
Tables ⁶ 8'x 30" w/ linens	5	4	8	1	3	2	2	3
Projection Table 2'x 3'	1	1	1	1	1	1	1	1
Wired Microphones	5	4	8	1	3	2	2	3
Platforms (6'x 8'x 8") ⁷	5	5	5	0	4	2	3	3
Water cooler with paper cups ⁸	3	2	4	1	2	1	1	1
Lectern	1	1	1	1	1	1	1	1
Two parking permits per Event								
<u>Classroom Package</u>								
All of the items in the Standard/Theater Package listed above plus all 8'x24" classroom tables and white linen tablecloths and ancillary tables as needed, up to capacity of room.								
<u>Banquet Package</u>								
All of the items in the Standard/Theater Package listed above plus all 6' round tables and white linen tablecloths and ancillary tables as needed, up to capacity of room.								

FOOTNOTES

- These are maximum room capacities. Capacity numbers decrease if there is a need for empty space or for additional items such as registration, catering, projection or display tables; projectors & screens; or a larger than 8'x6' stage.
- The San Juan Room is formed by opening air walls between the Lopez, Fidalgo and Shaw Rooms.
- Orcas Room is rented only in conjunction with the Lopez or Olympic Rooms.
- Alki Room dimensions and theatre style seating capacity are for the lower level only. The room is carpeted with a 28' 7" x 24' wood dance floor in the center. For banquets, 190 seats are on the lower level, 60 on the mezzanine. The lighting level is too low for most classroom use. Dance floor use reduces capacity.
- Chairs are not available for use with tables rented from a decorator and/or if set on a decorator supplied rug.
- For Standard/Theater Packages, additional tables are available to rent at \$9.50 each. Utility tables are 8'x30"; Classroom tables are 8'x24"; Banquet tables are 6' rounds. White linen tablecloths are available to rent at \$4 each; paper covers for \$3 each. For Classroom or Banquet Packages, all tables are included in Facility Use Fee.
- There is no labor charge to set 10 or fewer platforms (in 6'x8' units) of standard 8" height only. For stages of other heights there is a \$200 charge for up to 10 platforms including labor. Larger stages can be estimated. See Equipment and Services Addendum for available sizes.
- Available for private events only.



PERSONNEL REQUIREMENTS: Based on knowledge of the event, union contracts and guidelines of Seattle Center, the ESR will determine what staff will be required for the Event. See Personnel Rates Addendum for current rates.

SET-UPS: Prior to an event, facilities are cleaned and set per requirements given to your Event Service Representative (ESR). These requirements are due 15 days prior to the event; additional charges apply if received later. Change of set-up within a day is subject to staff availability and additional labor charges.

Exhibitors may carry in and set up their own exhibit materials. No porter service is available. To conserve energy, doors shall be kept closed when not in use during move-in and -out. Clients may only schedule Deliveries & Pickups when they are present in the facility. Seattle Center cannot sign for deliveries.

SOUND: A sound system with ceiling speakers is built into each room. Sound can be patched into the lobby, hallways and other Northwest Rooms. Seattle Center Sound Operators are required to operate any sound equipment rented from Seattle Center except for CD and tape players. No Seattle Center equipment shall be combined with other equipment.

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

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

- (2) duplex 20A - 2P, 120V services (no tie in required);
 - (2) 30A - 2P - 3W, 250V services;
 - (2) 30A - 3P - 5W, 250V services;
 - (1) 60A - 4P - 5W, 120/208V service; and
 - (1) 100A - 4P - 5W, 120/208V service
- All services, except the first, are isolated grounds and must be tied into with a locking type receptacle and power distribution terminal.
 - Any connections must be made by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center and their work must comply with City of Seattle Department of Planning and Development codes.
 - Each panel is limited to 150 AMP use, each room to 225 AMP except the Fidalgo and Shaw Rooms which must share a 225 AMP maximum service.

FLOOR RESTRICTIONS:

- Load limits apply, consult your ESR.
- Only pneumatic tired equipment is allowed on the floor.
- Steel tread wheel dollies are not allowed.
- Only certain types of tape are permitted on tile floors. Please consult your ESR.
- All steel scaffolding and display supports must have foot pads under vertical posts.

NO VEHICLES ARE PERMITTED IN THE BREEZEWAY OUTSIDE THE SHAW ROOM.

Violations are subject to citations and fines

SIGNS AND POSTERS:

- Only push pins and tacks shall be used on the carpeted divider walls, bulletin board walls and tack boards outside each room. S-hooks attached to the ledge on the upper portion of the walls shall be used to support heavier items.
- Nothing shall be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic.
- Banners shall be hung and/or placed only with prior approval of the Director and the hanging of such is subject to union contract regulations.

SMOKING POLICY: The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

ACCESSIBILITY: All rooms in the complex are wheelchair and stroller accessible. Assistive listening systems are installed in each room except Alki and Orcas for which portable systems are available. Per the Americans with Disabilities Act, you must make these available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents shall be reported by contacting the Customer Service Desk via the white courtesy phone (in the lobby between Rainier and Olympic Rooms or inside the Alki Room). They will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report.

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

ADDENDUM INFORMATION IS SUBJECT TO CHANGE

REVISED 05/22/06





SEATTLE CENTER PAVILION ADDENDUM To Facility Use Agreement

	ROOM A	ROOM B
Room Capacities:		
Theater Style	800	450
Classroom Style* – 4 per 8'x30" table	432	272
Classroom Style* – 3 per 8'x30" table	324	204
Banquet Style – 10 per 6' round table	460	250
10'x10' Booths	40	23
* Note: 24" classroom tables not available		
Characteristics:		
Dimensions	145' x 55'	78' x 68'
Square Footage	7,975	5,304
Floors	Tile	Polished Concrete
Ceiling Height	15' 8" – 20"	15' 8"
Room Lighting	Fluorescent	Fluorescent
Built-in Sound System	Included	Included
Included with Facility Use Fee (Rent):		
<u>Standard / Theater Package:</u>		
Chairs	800	450
Tables – 8' x 30" with white tablecloths	5	5
Projection Table	1	1
Wired Microphones	4	4
Lectern	1	1
Rolling Portable Walls – 8'w x 8'h, white	24	None
Lighted exterior readerboard for Event message	Included	Included if Room A is vacant
<p>One standard setup per Event day Two parking permits per Event Event Service Representative (ESR) to coordinate Event Customary cleaning and janitorial service Standard utilities U.S. and Washington flags, as available Easels, as available</p>		
<p><u>Classroom Package:</u> Includes all of the items in Standard/Theater Package listed above plus all 8'x30" classroom tables with white linen tablecloths and ancillary tables as needed.</p>		
<p><u>Banquet Package:</u> Includes all of the items in Standard/Theater Package listed above plus all 6' round tables with white linen tablecloths and ancillary tables as needed.</p>		

- Additional expenses apply for:**
- Additional tables
 - Additional labor to re-set a room on an event day
 - All stage equipment and stage labor
 - Additional sound equipment and labor
 - Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning
 - Special power distribution, equipment or labor
 - Admissions staff (ushers), peer security, and/or police requested by Licensee or required by Seattle Center due to nature of event
 - Phones and internet connections through exclusive provider CCPI
 - Additional parking permits / oversized parking
 - Assembly permit from Seattle Fire Marshal when required, for exhibit shows or other variable room layouts
 - Other requirements depending on event parameters
 - Fees also apply for sale of any Event merchandise (except for merchandise sold by vendors at an exhibit show)

PLEASE SEE IMPORTANT NOTES ON PAGE 2.

NOTES ON PAGE 1 INFORMATION: Room capacities noted on Page 1 are at maximum setting. Capacity numbers decrease if there is a need for empty space, or additional items such as registration, catering, projection or display tables, or a stage larger than 12'w x 8'd. Seattle Center equipment is not available for use in decorator-set spaces.



For lists and rates of available equipment, services, or personnel, please refer to the Equipment and Services Addendum and the Personnel Rates Addendum.

SET-UPS: All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to the Event. This plan is based on the Event requirements which must be received by the ESR at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

Exhibitors may carry in and set up their own exhibit materials. No porter service is available. To conserve energy, doors shall be kept closed when not in use during move-in and -out. Clients may only schedule Deliveries and Pickups when they are present in the facility. Seattle Center cannot sign for deliveries.

PERSONNEL REQUIREMENTS: Included with the Facility Use Fee (rent) is a dedicated ESR who coordinates Seattle Center services for the Event. Additional staff may be required or requested. Sound and stage technicians are needed to set up and remove equipment and to operate it during the Event. For some events, Admissions personnel will be required to serve as door attendants, guards, ushers and/or Event security. Additional security in the form of Seattle Police or peer group security may also be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice, union contracts and the nature of the Event, and will be charged to Licensee at rates set forth in the Personnel Rates Addendum.

SOUND: A built-in sound system is included in each room. Additional sound equipment is available for rent. Seattle Center Sound operators are required to set up and operate all Seattle Center equipment during the Event. No Seattle Center sound equipment shall be combined with any other equipment.

STAGE: Stage platforms are rented in 4'x8' units and are available in heights of 24" and 32". There is a \$200 charge for a stage of up to 10 pieces, including labor. Larger stages can be estimated and may be required for heavy stage loads. Theatrical lighting and sound equipment must be ground supported. The ceiling is not weight bearing and supports no rigging.

ELECTRICAL: 120V outlets are located in each room on perimeter walls. Additional power available:

Room A: Two (2) 100A 3P disconnects

Room B: Two (2) 200A 3P disconnects (*in parallel – use one for 200A, or two for 100A each*)

- All services are accessed through a power distribution terminal.
- Any electrical connections must be done by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center, and the work must comply with applicable codes.

FLOOR RESTRICTIONS: Load limits apply, consult your ESR. Only pneumatic tired equipment is allowed on the floor; steel tread wheel dollies are prohibited. Only certain types of tape are permitted on tile floors, consult your ESR. All steel scaffolding and display supports must have foot pads under vertical posts.

SIGNS AND POSTERS: Push pins and tacks may be used on the moveable partitions in Room A. Nothing shall be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic. Banners on the exterior of the building shall be hung and/or placed only with prior approval of the Director and must be hung by Seattle Center stage personnel.

READERBOARD: The lighted readerboard located on the exterior of the facility is included with Room A; it is available with Room B when Room A is vacant. The readerboard has two lines and can accommodate up to 14 characters per line.

SMOKING POLICY: The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

ACCESSIBILITY: The Seattle Center Pavilion is wheelchair and stroller accessible. Assistive listening systems are installed in each room. Per the Americans with Disabilities Act, you must make this available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

FIRST AID AND INCIDENT REPORTING: All emergencies and accidents shall be reported by contacting the Customer Service Desk via the white courtesy phone located behind the partition between the restrooms. They will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer first aid if needed and take an incident report.

Facility Addendum information subject to change.

Revised 1/6/06



EXHIBIT C

**SPECIAL TERMS AND CONDITIONS FOR USE OF
OFFICE SPACE AT SEATTLE CENTER**

1. Office Space Provided. Provided Licensee is not in default of any of its obligations under this License Agreement, Licensee shall have the right to use, as partial consideration for this Agreement, the Office Space described below:

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

2. Duration of Use. Licensee shall have the right to use the Office Space for the duration of this Agreement, as the same may be stated, extended or terminated as provided herein.

3. Use. Licensee shall use the Office Space for administrative purposes ancillary to Licensee's production of the annual Northwest Folklife Festival ("Festival") and for storage. Licensee shall not use the Premises for any other purpose without Director's prior, written consent.

4. Utility Services.

a. Extent of City Service: The City shall provide basic utility service including but not limited to electricity, sewer, water, and heating for the Office Space.

b. Limitation on City Liability Regarding Utility Service: The City shall not be liable for the interruption of any utility service unless such interruption was caused by the City's intentional wrongful act.

c. Special Services and Facilities Subject to Prior City Approval, and at Licensee's Expense. Licensee, directly or through a third party, may install, secure, maintain and repair, at no expense to the City, any utility service necessary for Licensee's operations and its use of the Office Space that is not provided or maintained by the City. Any special utility or waste disposal facility, item of equipment, or service beyond what the City provides to the Office Space, may be installed only in accordance with plans and specifications approved by the Director and other appropriate City officials, in writing, in advance of such installation. Licensee shall not install in the Office Space any fixture, furnishing, or trade equipment that exceeds the capacity of any utility or waste facility for such location. Licensee shall pay, before delinquency, all fees and charges for the installation, change, and relocation of any point or means of service by any utility or waste line or system. Licensee shall make arrangements with the utility service provider for the separate metering, where possible, of such service and the direct billing to the Licensee for the delivery of such service.

5. Surrender of Office Space; Holding Over.

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

b. Removal of Licensee's Property: Prior to the expiration date of this Agreement, or in the event this Agreement is terminated, within fifteen (15) days after the termination date, whichever is earlier, Licensee shall remove, at its sole expense, all trade equipment and personal property owned or installed by Licensee in, on, or from the Office Space. In performing such removal work, Licensee shall take due care to not unreasonably injure or damage the Office Space, and shall make



such repairs to the Office Space as shall be necessary to restore the same to their condition as of the commencement date of this Agreement, ordinary wear and tear excepted.

c. Storage of Licensee's Property: If Licensee fails to timely remove its personal property from the Office Space, the City may, but shall not be required to remove such material and store the same, all at Licensee's expense; and if the City removes or arranges for the storage of such material, the City shall be reimbursed its costs therefor, including any administrative costs, which reimbursement shall constitute a claim upon Licensee or, at the City's option, may be invoiced to Licensee or deducted from the Damage and Loss Deposit, if any, provided pursuant to Subsection 2.F. hereof.

d. Hold-over Use & Occupancy of Office Space: If Licensee holds over the Office Space after the date this Agreement expires or is terminated, the resulting use and occupancy shall be on a monthly basis, during which time Licensee shall be bound by all of the provisions of this Agreement pertaining to use of the Office Space. In addition, Licensee shall pay Seattle Center rent monthly, in advance, equal to the then-current nonprofit rent rate per square foot, for comparable Seattle Center Office Space.

e. No Claim for Removal: In no event shall Licensee make any claim or demand upon the City nor shall the City be liable for any inconvenience, annoyance, disturbance, or loss of business or any other damage suffered by Licensee arising out of removal operations under this Agreement.

f. Inspection Upon Surrender of Office Space: Immediately following the vacating of the Office Space and the surrender of the same to the City, a representative of Licensee shall inspect the Office Space with the Director to determine the condition of the Office Space and whether any damages should be assessed against Licensee. The Director shall summarize the results of such inspection on an Office Space inspection report, a copy of which shall be provided to Licensee.





INSURANCE ADDENDUM
Northwest Folklife License Agreement

EXHIBIT D

LICENSEE: SEND THIS FORM TO YOUR INSURANCE BROKER

INSURANCE COVERAGES AND LIMITS

Licensee shall maintain continuously throughout the term of this Agreement, at no expense to the City, minimum coverages and limits of insurance as described below and to submit satisfactory evidence of such insurance not less than ten (10) days prior to the event:

1. COMMERCIAL GENERAL LIABILITY (CGL) insurance including:
 - Premises/Operations
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual
 - Independent Contractors
 - Stop Gap/Employers Liability

Such insurance must provide a minimum limit of liability of \$1,000,000 each Occurrence Combined Single Limit (CSL) Bodily Injury and Property Damage except:

- \$1,000,000 each Offense Personal and Advertising Injury
- \$ 100,000 each Occurrence Fire Legal Liability
- \$1,000,000 each Accident/Disease Stop Gap/Employers Liability

2. AUTOMOBILE LIABILITY insurance for owned, non-owned, leased or hired vehicles with a minimum limit of liability of \$1,000,000 each Occurrence CSL Bodily Injury and Property Damage.
3. EXCESS or UMBRELLA LIABILITY insurance as necessary to provide total CGL and AUTOMOBILE LIABILITY limits of liability of \$2,000,000 CSL. This total limits requirement may be satisfied with primary limits or any combination of primary and excess/umbrella limits.
4. WORKER'S COMPENSATION insurance as respects the state of Washington securing liability for industrial injury to employees in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW). If Licensee is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, it shall so certify to the City by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required.
5. If alcoholic beverages are sold, LIQUOR LIABILITY insurance with a minimum limit of liability of \$2,000,000 each Common Cause.
6. If pyrotechnics are used for an Event, PYROTECHNIC LIABILITY insurance shall be covered under a Commercial General Liability insurance with a minimum limit of liability of \$2,000,000 each Occurrence. (In additional, a permit is required from the Seattle Fire Marshall.)

TERMS AND CONDITIONS

1. The insurance policy or policies, endorsements thereto, and subsequent renewals be subject to approval by the City as to company, form and coverage. The insurer shall be:
 - a. Licensed to do business in the State of Washington and Rated A- VII or higher in the A.M. Best's Key Rating Guide, or
 - b. Procured under chapter 48.15 RCW by a Washington State licensed surplus line broker.
2. Such insurance as is provided under items 1, 2, 4 and 5 above shall include the City of Seattle as an additional insured for primary and noncontributory limits of liability subject to a separation of insureds



clause. The limits of liability are minimum limits of liability only and shall not limit the liability of Licensee or any of its insurers; the City shall be an additional insured for all available limits of liability available to Licensee, whether primary, excess, contingent or otherwise.

3. Coverage shall not be cancelled without thirty (30) days prior written notice to the City, except ten (10) days notice with respect to cancellation for nonpayment of premium.
4. Self-insured retentions in excess of \$25,000 shall be disclosed in writing and are subject to the approval of the City's Risk Management Division. Approved self-insurance may be partially or wholly substituted for required commercial liability insurance coverages.
5. Failure of Licensee to fully comply with these insurance requirements shall constitute a material breach of this Agreement.

EVIDENCE OF INSURANCE

1. Licensee's insurance broker shall issue a certificate of insurance that meets the minimum coverages and limits requirements herein and Licensee shall issue self-insurance certification.
2. THE CERTIFICATION SHALL HAVE ATTACHED A COPY OF THE ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING THAT DOCUMENTS THAT THE CITY IS AN ADDITIONAL INSURED UNDER THE CGL INSURANCE.
3. If the CGL insurance is partly or wholly self-insured, Licensee shall state in writing that it will protect the City as an additional insured under the self-insured retention as if a commercial CGL insurance policy were in force.
4. Insurance and/or self-insurance certification shall be delivered to both of the following:

ORIGINAL TO:
Seattle Center Event Sales
305 Harrison Street
Seattle, WA 98109
Fax: (206) 684-7366
Email: SCBooking@seattle.gov

ELECTRONIC COPY TO:
The City of Seattle
Risk Management Division
Fax: (206) 470-1270
Email: riskmanagement@seattle.gov

NOTE TO INSURANCE BROKER:

1. ATTACH THIS INSURANCE ADDENDUM TO THE EVIDENCE OF INSURANCE.
2. IF ANY QUESTIONS OR ISSUES, CONTACT CITY RISK MANAGEMENT AT (206) 386-0071



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Center	Ned Dunn, 684-7212 Tracy Robinson, 684-0769	Jan Oscherwitz, 684-8510

Legislation Title:

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

• **Summary of the Legislation:**

This legislation authorizes a six-year agreement between the City of Seattle and Northwest Folklife, a nonprofit, tax-exempt organization that produces the annual Northwest Folklife Festival at Seattle Center. The agreement covers the 2007 through 2012 festivals.

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

The Northwest Folklife Festival (“Folklife”) has been held at Seattle Center each year since 1972. Folklife celebrates music, dance, and traditional arts of ethnic and cultural communities and is one of the largest of its kind in North America. An estimated 150,000 people attend this popular festival each year that features thousands of performers over the four-day Memorial Day weekend.

In May 2001, the City Council passed Ordinance 120364 authorizing a one-year agreement with Northwest Folklife for the 2001 Northwest Folklife Festival, and directed Seattle Center and Northwest Folklife to come back to the Council with a multi-year agreement which would cap the City’s costs while providing Northwest Folklife with the stability it needed for long-term success. In October 2001, the City Council passed Ordinance 120590 authorizing a five-year agreement with Northwest Folklife for the 2002-2006 festivals. This agreement included a dollar cap on the level of City labor support for the festival, providing certainty that the level of City support would not exceed a maximum amount. The dollar cap was to be adjusted each year for increases in the City’s labor rates. To provide a financial incentive to hold down costs, the City and Northwest Folklife evenly split any labor savings below the dollar cap.

The new agreement with Northwest Folklife is for six years from 2007 to 2012. The dollar cap instituted in the previous agreement is continued in the new agreement. The cap has achieved its intended goal. It has held down City costs and provided both parties with incentives to be efficient in the use of labor. At the same time, Folklife has aggressively sought voluntary contributions from festival attendees in order to make ends meet, while still keeping the festival free to the public. The new agreement continues the traditional level of



City support for the festival, which together with sponsorship, voluntary contributions, and performers giving their time without charge, enables Northwest Folklife to continue to present the festival at no charge to the public.

The dollar cap for City labor support in 2007 is \$200,812. In addition, Seattle Center provides for garbage disposal and transfer of recyclable materials. The Center also provides the use of the grounds and facilities at no cost, including up to approximately 300 parking spaces during the festival for festival volunteers, performers, donors and staff.

City support for Folklife is partially offset by revenue from parking, monorail, and Center House merchants, as well as from the local spending and tax revenues from the thousands of visitors who come from outside the area each year to attend the festival.

Not part of the Folklife Festival agreement, but as a service to its neighbors, Seattle Center pays for laborers from the Millionair's Club to provide clean-up extending beyond the campus into the surrounding neighborhood. This helps offset the impact of thousands of festival attendees who pass through these neighborhoods to and from the festival.

Among the few changes in this new agreement are:

- Seattle Center has the right to two booths at the festival.
 - Northwest Folklife is required to use Seattle Center's provider for phone and data needs.
 - A section dealing with move-in and move-out that was a separate attachment in previous agreements is incorporated into the body of the new agreement.
 - All exhibits are brought up to date.
- *Please check one of the following:*

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

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

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2007 Appropriation	2008 Anticipated Appropriation
TOTAL				

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

Notes: Appropriation authority for support of the Northwest Folklife Festival is included in Seattle Center's 2007 Adopted and 2008 Endorsed Budgets. The estimated net support for the 2007 Folklife Festival is:

\$200,812 – Labor

\$ 11,600 – Garbage/Recycling disposal and transfer fees

\$ 3,000 – Neighborhood Clean-up

\$215,412 – Total

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

Fund Name and Number	Department	Revenue Source	2007 Revenue	2008 Revenue
TOTAL				

Notes: As noted above, City support for Folklife is partially offset from revenue from parking, monorail, and Center House merchants, as well as from the local spending and tax revenues from the thousands of visitors who come from outside the area each year to attend the festival.

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

Impact: This table should only reflect the actual number of positions created by this legislation. In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2007 Positions	2007 FTE	2008 Positions**	2008 FTE**
TOTAL							

* List each position separately

** 2008 positions and FTE are total 2008 position changes resulting from this legislation, not incremental changes. Therefore, under 2008, please be sure to include any continuing positions from 2007.

Notes:

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

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

Fund Name and Number	Department	Budget Control Level*	2007 Expenditures	2008 Anticipated Expenditures
TOTAL				

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

Notes:



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

The City provides approximately \$215,000 in direct support of the Northwest Folklife Festival on behalf of the public. Although the City would save these costs if the City no longer supported the festival, the City would lose one of the most highly regarded and best attended folk arts festivals in North America, and would lose direct revenues from parking, monorail and Center House merchants, as well as the indirect revenues from thousands of visitors from outside the region.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*
- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

No.

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

A diverse audience of over 150,000 people attends the Northwest Folklife Festival each Memorial Day weekend. Admission is free. Even more significant is the fact that the artists perform free of charge at this nationally recognized event. In this way, the City's investment is leveraged for the benefit of the community.

Please list attachments to the fiscal note below:



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 27, 2007

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

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill authorizing an agreement with Northwest Folklife to hold the annual Northwest Folklife Festival at Seattle Center. Folklife, which has been held at Seattle Center since 1972, celebrates music, dance, and traditional arts of ethnic and cultural communities. It is one of the largest festivals of its kind in North America, featuring thousands of performers over the four-day Memorial Day weekend.

Under the terms of the proposed agreement, the Festival will be held at Seattle Center each year from 2007 through 2012, with the City providing free use of the grounds and facilities, and parking for festival volunteers, performers, donors, and staff. The City will also provide garbage disposal and neighborhood clean-up valued at \$14,600 in 2007. Finally, the City will provide direct labor support for the Festival. Consistent with the most recent prior agreement, the City's labor support is capped at \$200,812 in 2007 dollars, with annual increases limited to the amount of the cost of living adjustment, if any, contained in the contract negotiated between the City and the Joint Crafts Council. Sponsorship, voluntary donations, and performers giving their time free of charge, coupled with the City of Seattle's support of Folklife, enables its continued presentation at no charge to the public. The City's related costs are partially offset from parking, monorail, and Center House merchants' revenues, as well as from local spending and tax revenues generated by the thousands of visitors who come from outside the area to attend the festival.

The Folklife Festival is one of the events that define Seattle Center as one of the world's great gathering places, and I know you join me in looking forward to its continued success for many years to come. Thank you for your consideration of this legislation. Should you have questions, please contact Ned Dunn at 684-7212.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Nickels", written over a large, stylized flourish that extends across the page.

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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.



STATE OF WASHINGTON – KING COUNTY

--SS.

211256
CITY OF SEATTLE, CLERKS OFFICE

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 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:122389-122395 TITLE

was published on

05/16/07

The amount of the fee charged for the foregoing publication is the sum of \$ 104.63, which amount has been paid in full.



[Signature]
Subscribed and sworn to before me on
05/16/07 *[Signature]*
Notary public for the State of Washington,
residing in Seattle

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 7, 2007, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 664-8344.

ORDINANCE NO. 122395

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

ORDINANCE NO. 122394

AN ORDINANCE relating to the 2007 Budget; carrying forward certain unexpended appropriations and funds for both capital and non-capital purposes from the 2006 budget of various departments; and imposing budget provisos; all by a three-fourths vote of the City Council.

ORDINANCE NO. 122393

AN ORDINANCE authorizing the Department of Executive Administration to close certain funds and subfunds; authorizing the transfer of all unexpended and unencumbered balances and other assets and liabilities of those funds and subfunds; and abandoning appropriation authority from those funds and subfunds.

ORDINANCE NO. 122392

AN ORDINANCE amending the 2006 Adopted Budget, including the 2006-2011 Capital Improvement Program (CIP); changing appropriations to various departments and from various funds in the Budget; and amending the total dollar amounts allocated for a project in 2006 in the 2006-2011 CIP; all by a three-fourths vote of the City Council.

ORDINANCE NO. 122391

AN ORDINANCE relating to housing for low-income households, adopting the 2007-2009 Administrative and Financial Plan for 2002 Housing Levy Programs; amending the Affordable Housing Financing Plan adopted by Ordinance 121803; adopting certain policies for use of funds from the 1986 Housing Levy and 1995 Housing Levy; and amending the 2005-2008 Consolidated Plan for Housing and Community Development.

ORDINANCE NO. 122390

AN ORDINANCE relating to assistance for the homeless, authorizing an agreement with the United States Department of Housing and Urban Development for additional funds available under the McKinney-Vento Homeless Assistance Act.

ORDINANCE NO. 122389

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

Publication ordered by JUDITH PIPPIN,
City Clerk

Date of publication in the Seattle Daily
Journal of Commerce, May 16, 2007.

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