

ATTACHMENT 1 (Parts C – K)

**5TH AVENUE NORTH GARAGE
LEASE AGREEMENT
BETWEEN THE CITY OF SEATTLE AND
MAHUJA INTERNATIONAL, LLC
d/b/a BAINBRIDGE ISLAND COFFEE
ROASTERS**

PART C

**LOT BOUNDARY ADJUSTMENT NO. 3008913 – GARAGE
LEGAL DESCRIPTION
PCE#SENE-0001**

THAT PORTION OF BLOCK 62, D.T. DENNY'S HOME ADDITION TO THE CITY OF SEATTLE, RECORDED IN VOLUME 3 OF PLATS, PAGE 115, RECORDS OF KING COUNTY, WASHINGTON, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THOSE PORTIONS AS PROVIDED UNDER CITY OF SEATTLE ORDINANCE NUMBER 100337;

TOGETHER WITH THE VACATED ALLEY IN SAID BLOCK AND THAT PORTION OF VACATED TAYLOR AVENUE NORTH AS VACATED UNDER ORDINANCE NUMBERS 54308 AND 90487 OF THE CITY OF SEATTLE.

DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF 5TH AVENUE NORTH AND THE SOUTH RIGHT OF WAY OF MERCER STREET;
THENCE SOUTH 01°27'59" WEST, 441.64 FEET ALONG THE EAST RIGHT OF WAY OF 5TH AVENUE NORTH TO A POINT ON THE CENTERLINE OF VACATED REPUBLICAN STREET;
THENCE CONTINUING ALONG THE EAST RIGHT OF WAY OF 5TH AVENUE NORTH SOUTH 01°26'06" WEST, 43.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 01°26'06" WEST, 329.49 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 89°59'28" A DISTANCE OF 31.41 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF HARRISON STREET;
THENCE SOUTH 88°33'22" EAST, 222.00 FEET ALONG THE NORTH RIGHT OF WAY OF HARRISON STREET;
THENCE NORTH 01°26'06" EAST, 349.52 FEET;
THENCE NORTH 88°33'54" WEST, 242.00 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL A OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NUMBER 3008913 RECORDED IN BOOK _____ OF SURVEYS, PAGE _____, RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

Peterson Consulting Engineers
4010 Lake Washington Blvd NE, Suite 300
Kirkland, Washington 98033
425.827.5874



SEATTLE
CENTER
FOR ARTS,
SCIENCE
& BUSINESS

Commission
Document
Book

04 APRIL 2007

100
100
100

100

100

100

100

100

100

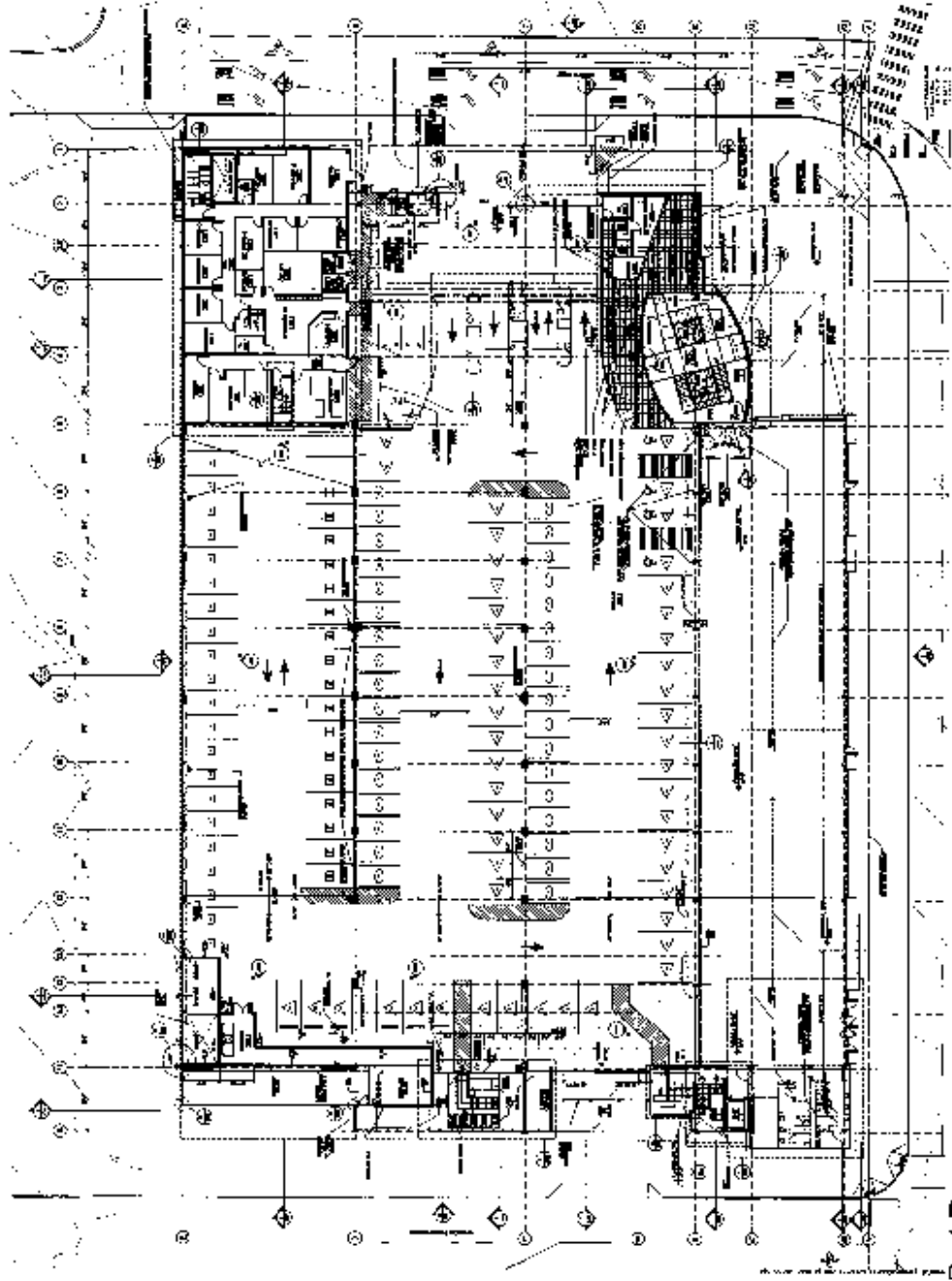
100

100

100

100

100



Part D

Site Plan

PART F: SEATTLE CENTER APPROVED PLANS FOR LESSEE'S ADDITIONS, ALTERATIONS & IMPROVEMENTS

- Installation of track lighting above counter - specific's to be submitted
- Installation of Wall shelving on East wall - specific's to be submitted
- Installation of new glass front and top bakery cabinet in front counter, removal of existing panel and counter top. - specific's to be submitted
- Installation of Menu signage - specific's to be submitted
- Installation of signs on West upper window and South upper window - approved

PART G: LESSEE'S PERSONAL PROPERTY

- Synesso 2 group espresso machine with filtration system,
- 2 Mazzer coffee grinders Mini and Jolly
- Bunn Bulk Coffee Grinder
- waffle makers
- refrigerator in service area
- refrigerator in storage
- metro shelving in storage
- HP POS system with touch screen, mag card reader, cash drawer
- 6 Bamboo top Bistro tables
- 16 aluminum bistro chairs
- 2 illuminated medallion signs
- various small wares, merchandising and condiment accessories
- 36 each of plates; demitasse, cappucino and latte glass cups; demitasse spoons
- various consumable inventory items

PART H
BYLAWS OF
516 HARRISON STREET OWNERS ASSOCIATION

Article I
Offices

1.1 Principal Office. The principal office of the 516 Harrison Street Owner's Association (the "Corporation") shall be located at its principal place of business or such other place as the Board of Directors may designate. The Corporation may have such other offices, either within or outside of the State of Washington, as the Board of Directors may designate or as the business of the Corporation may require.

1.2 Registered Office and Agent. The Corporation's initial registered office and registered agent shall be as set forth in the Articles of Incorporation. The registered agent and the address of the registered office may be changed by the Board of Directors.

Article II
Membership

2.1 Classes of Members. The Corporation shall have one class of members.

2.2 Qualifications for Membership. Each owner of a unit in 516 Harrison Street, a Condominium created by that certain Declaration for 516 Harrison Street, a Condominium (the "Declaration"), recorded under King County Recording No. _____, shall be a member of the Corporation.

2.3 Annual Meeting. The annual meeting of the members of the Corporation shall be held the first Friday of _____ of each year at 1:00 p.m., Pacific Time, for the purpose of electing directors and transacting such other business as may properly come before the meeting. If the day fixed for the annual meeting is a legal holiday at the place of the meeting, the meeting shall be held on the next succeeding business day. If the annual meeting is not held on the date designated therefor, the Board of Directors shall cause the meeting to be held as soon thereafter as may be convenient.

2.4 Special Meetings. The President, either member of the Board of Directors, or any member may call special meetings to vote for any matter that the members are authorized to vote upon.

2.5 Meetings by Telephone. Members of the Corporation may participate in a meeting of members by means of a conference telephone or similar communication equipment; provided, all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

2.6 Action by Members Without a Meeting. Any action that could be taken at a meeting of the members may be taken without a meeting if a written consent setting forth the action so taken is signed by all members entitled to vote with respect to the subject matter thereof. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a meeting of the members.

2.7 Place of Meetings. All meetings of members shall be held at the principal office of the Corporation or at such other place within the City of Seattle designated by the Board of Directors or by a waiver of notice signed by all members entitled to vote at the meeting.

2.8 Notice of Meetings. The President, the Secretary or the Board of Directors shall cause to be delivered to each member entitled to notice of or to vote at the meeting, either personally or by mail, not less than ten (10) nor more than fifty (50) days before the meeting, written notice stating the place, date and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. At any time, upon the written request of a member calling for a special meeting pursuant to Section 2.4 of the Bylaws, it shall be the duty of the Secretary to give notice of the special meeting of the Corporation to be held at a date, time and place as the Secretary may fix, such date not to be less than ten (10) nor more than thirty-five (35) days after receipt of such written request, (given due consideration of the time constraints for receipt of the notice stated above). If the Secretary shall neglect or refuse to issue such notice, the person or persons making the request may do so and may fix the date, time and place for such meeting. If such notice is mailed, it shall be deemed delivered when deposited in the official government mail, properly addressed to the member at his or her address as it appears on the records of the Corporation, with prepaid postage on the notice.

2.9 Waiver of Notice.

2.9.1 Waiver In Writing. Whenever any notice is required to be given to any member under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be the equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or meeting of the members need be specified in the waiver of notice of such meeting.

2.9.2 Waiver By Attendance. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened.

2.10 Quorum. One hundred percent (100%) of the members of the Corporation, represented in person or by proxy, shall constitute a quorum at a meeting of the members. If less than a quorum of the members entitled to vote is represented at a meeting, a majority of the members so represented may adjourn the meeting and establish a date and time for the meeting to reconvene without further notice.

2.11 Manner of Acting. The vote of a majority of the votes entitled to be cast by the members represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter which these bylaws permit the members to act upon, unless a greater proportion is required by applicable Washington law, the Articles of Incorporation, the Declaration, or these Bylaws.

2.12 Proxies. A member may vote by proxy executed in writing by the member or by his or her attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. A proxy shall become invalid eleven (11) months after the date of its execution unless otherwise provided in the proxy. A proxy with respect to a specific meeting shall entitle the holder thereof to vote at any reconvened meeting following adjournment of such meeting but shall not be valid after the final adjournment of such meeting.

2.13 Participation of City in Owners Association. Notwithstanding any provision of these Bylaws to the contrary, for so long as that certain Ground Lease (Garage) between IRIS Holdings, LLC as landlord and the City of Seattle ("City") as tenant, dated _____ (the "Ground Lease") is in effect, one-half of all votes in the Association shall be allocated to the owner of the Parking Facility Unit (as defined in the Declaration), the votes allocated to the owner of the Parking Facility Unit shall be cast by the tenant under the Ground Lease on all matters affecting the Condominium (including the election of directors), and all matters to be voted upon by such members shall be approved by the votes of a majority of such members.

Article III **Board of Directors**

3.1 General Powers. The affairs of the Corporation shall be managed by a Board of Directors. The Board of Directors shall have the authority to act on behalf of the Corporation in all matters, except as expressly limited by the Declaration, the Articles or these Bylaws.

3.2 Number. The Board of Directors shall consist of two (2) directors. The allowable number of directors may be changed by amendment to these Bylaws, provided that no decrease in the number shall have the effect of shortening the term of any incumbent director.

3.3 Qualifications. Directors need not be members of the Corporation. Directors may have such other qualifications as the Board of Directors may prescribe by amendment to these Bylaws.

3.4 Election of Directors.

3.4.1 Initial Directors. The initial directors named in the Articles of Incorporation shall serve until the first annual meeting of members.

3.4.2 Successor Directors. Successor directors shall be elected each year at the annual meeting of members of the Corporation. The election of directors may also be conducted by mail in such a manner as determined by the Board of Directors.

3.5 Term of Office. Unless a director dies, resigns or is removed, he or she shall hold office until the next annual meeting of the Corporation or until his or her successor is elected and assumes the office, whichever is later.

3.6 Vacancies. A vacancy in a director position resulting from the resignation, death or other withdrawal of a director may be filled by an appointee of the member that appointed the resigned, deceased or withdrawn director. A director who fills a vacancy shall serve for the unexpired term of his or her predecessor director.

3.8 Resignation. Any director may resign at any time by delivering written notice to the President or the Secretary of the Corporation at the principal office or registered office of the Corporation, or by giving written notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified in the notice, or if the time is not specified, upon delivery of the notice. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

3.9 Removal. The entire Board of Directors may be removed from office, with or without cause, by the unanimous vote of the members then entitled to vote on the election of directors represented in person or by proxy at a meeting of the members called expressly for that purpose at which a quorum is present.

3.10 Compensation and Expenses. Directors shall not receive compensation for their service as directors. Directors may receive reimbursement for expenditures incurred on behalf of the Corporation.

3.11 Participation of City on the Board. Notwithstanding any provision of these Bylaws to the contrary, for so long as the Ground Lease is in effect, the Board shall be comprised of an even number of directors, the City shall have the right, as tenant under the Ground Lease, to elect one-half of such Board directors, each Board director shall have one (1) vote, and a majority of Board directors must vote to approve any action of the Board, including without limitation, any action with respect to the exterior appearance of the Condominium, permanent exterior signage in or about the Condominium, the repair of any damage to the Condominium caused by fire or other casualty, and the termination of the Condominium.

Article IV.
Meetings of Directors

4.1 Annual Meeting The annual meeting of the Board of Directors shall be held the first Friday day of _____ of each year immediately following the annual meeting of members of the Corporation, for the purpose of electing officers and transacting such business as may properly come before the meeting. If the day fixed for the annual meeting is a legal holiday at the place of the meeting, the meeting shall be held on the next succeeding business day. If the annual meeting is not held on the date designated therefor, the Board of Directors shall cause the meeting to be held as soon thereafter as may be convenient. Notice of the annual meeting of the Board of Directors shall be made as set forth in Section 4.7.

4.2 Regular Meetings. Regular meetings of the Board of Directors, or any committee designated and appointed by the Board of Directors, may be specified as to the date, time and place for the holding of such regular meetings by the adoption of a resolution of the Board of Directors, or, in the case of a committee, by a resolution of the committee. Notice of such meetings for either the Board of Directors or committees is not necessary other than said resolutions. If such a resolution has not been adopted, then notices of regular meetings shall be given as set forth in Section 4.7 as for notices of special meetings.

4.3 Special Meetings. Special meetings of the Board of Directors or any committee designated and appointed by the Board of Directors may be called by or at the written request of the President or any director, or, in the case of a committee meeting, by the chairman of the committee. The person or persons authorized to call special meetings may fix any place within the City of Seattle as the place for holding any special Board of Directors or committee meeting. Notice of special meetings of the Board of Directors or committees shall be made as set forth in Section 4.7, and shall specify the purpose(s) of the special meeting.

4.4 Meetings by Telephone. Members of the Board of Directors or any committee designated by the Board of Directors may participate in a meeting of such Board of Directors or committee by means of a conference telephone or similar communication equipment; provided, all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

4.5 Action by Board Without a Meeting. Any action which could be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent setting forth the action so taken is signed by each of the directors. Such written consents may be signed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board of Directors meeting.

4.6 Place of Meetings. All meetings shall be held at the principal office of the Corporation or at such other place within the City of Seattle designated by the Board of Directors, by any persons entitled to call a meeting or by a waiver of notice signed by all of the directors.

4.7 Notice of Meetings. Notice of annual and special meetings of the Board of Directors or of a committee shall be given to a director or committee member in writing or by personal communication with the director or committee member not less than five (5) calendar days before the meeting. Notices in writing may be hand delivered or sent by U.S. mail or facsimile transmission to the director or the committee member at his or her address shown on the records of the Corporation. Neither the business to be transacted at, nor the purpose of, the annual meeting nor any regular meeting need be specified in the notice of such meeting, unless specifically required by the Articles of Incorporation or these Bylaws. If a notice is delivered by mail, the notice shall be deemed effected when deposited in the official government mail properly addressed with postage prepaid. If notice is given by facsimile transmission, the notice shall be deemed effective upon receipt of the facsimile transmission confirmation showing the facsimile transmission was received at the director's facsimile number shown on the records of the Corporation.

4.8 Waiver of Notice.

4.8.1 Written Waiver of Notice. Whenever any notice is required to be given to any director under the provisions of these Bylaws, the Articles of Incorporation or applicable Washington law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

4.8.2 Waiver of Notice by Attendance. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.9 Quorum. One hundred percent (100%) of directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting and set a date and time for the meeting to reconvene without further notice.

4.10 Manner of Acting/Deadlock. All actions of the Board of Directors shall require the unanimous approval of the Board of Directors. Any deadlock, whether by deadlock in voting or the inability to have a quorum at a meeting on a matter requiring action by the Board of Directors shall be resolved as provided in Section 15.2 of the Declaration.

4.11 Presumption of Assent. A director of the Corporation present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless the director's dissent or abstention is entered in the minutes of the meeting or the director files a written dissent or abstention to such action with the person acting as secretary of the meeting before the adjournment of the meeting or forwards such dissent or abstention by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

Article V **Committees**

5.1 Appointment. The Board of Directors, by resolution of the Board, may designate and appoint one or more standing or temporary advisory committees. The Board of Directors shall have the power to fill vacancies in, to change the size or membership of, and to discharge any committee.

5.2 General Powers and Limitations. Each committee shall be advisory to the Board only and shall not exercise the authority of the Board of Directors in the management of the Corporation.

5.3 Resignation. Any member of any committee may resign at any time by delivering written notice thereof to the President or Secretary of the Corporation or the chairperson of such committee, or by giving written notice at any meeting of such committee. Any such resignation shall take effect at the time specified in the notice, or if the time is not specified, upon delivery of the notice. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

5.4 Removal of Committee Members. The Board of Directors, by resolution adopted by the unanimous approval of the directors, may remove from office any member of any committee elected or appointed by the Board of Directors.

Article VI **Officers**

6.1 Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Other officers and assistant officers may be elected or appointed by the Board of Directors, such officers and assistant officers to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board of Directors. Any officer may be assigned by the Board of Directors any additional title that the Board of Directors deems appropriate. Any two or more offices may be held by the same person, except that no one person shall be both President and Secretary.

6.2 Election and Term of Office. The officers of the Corporation shall be elected each year by the Board of Directors at the annual meeting of the Board of Directors. Unless an officer dies, resigns, or is removed from office, he or she shall hold office until the next annual meeting of the Board of Directors or until the officer's successor is elected and assumes the office, whichever is later.

6.3 Vacancies. A vacancy in any office created by the death, resignation, removal, disqualification, creation of a new office or any other cause may be filled by the Board of Directors for the unexpired portion of the term or for a new term established by the Board of Directors.

6.4 Resignation. Any officer may resign at any time by delivering written notice to the President or the Secretary of the Corporation or by giving oral or written notice at any meeting of the Board of Directors. Any such resignation shall take effect at the time specified in the notice, or if the time is not specified, upon delivery of the notice and, unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

6.5 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from office by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

6.6 President. The President shall be the chief executive officer of the Corporation, and, subject to the control of the Board of Directors, shall supervise and control all of the assets, business and affairs of the Corporation. The President shall preside over meetings of the members and of the Board of Directors. Upon authorization by the Board of the Directors, the President may sign deeds, mortgages, bonds, contracts or other instruments, except when the signing and execution thereof have been expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are assigned to him or her by the Board of Directors.

6.7 Vice President. In the event of the death of the President or his or her inability to act, the Vice President shall perform the duties of the President, except as may be limited by resolution of the Board of Directors, with all the powers of, and subject to, all of the restrictions upon the President. The Vice President shall have, to the extent authorized by the President or the Board of Directors, the same powers as the President to sign deeds, mortgage, bonds, contracts or other instruments. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

6.8 Secretary. The Secretary shall be responsible for ensuring that minutes are recorded and maintained of meetings of the members and of the Board of Directors, and

to the extent minutes are recorded of meetings of committees of the Board of Directors, that such minutes are maintained; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Corporation or appoint such person or entity as is appropriate to act as such custodian; ensure that records are kept of the address of each member and director and of the name and address of each officer; sign with the President, or other officer authorized by the President or the Board of Directors, deeds, mortgages, bonds, contracts, or other instruments; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

6.9 Treasurer. The Treasurer shall have charge of and be responsible for all funds and securities of the Corporation; ensure that monies due and payable to the Corporation from any source whatsoever are properly received and that receipts are given for said monies; ensure that all such monies are deposited in the name of the Corporation in banks, trust companies or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all of the duties incident to the office of Treasurer and such other duties as may be assigned to him or her by the President or the Board of Directors. If requested by the Board of Directors, at the Corporation's expense, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety or sureties as the Board of Directors may determine.

6.10 Salaries. The officers shall serve without salary unless they are employees of the Corporation. Officers may receive reimbursement for expenditures incurred on behalf of the Corporation upon approval of the Board of Directors.

Article VII **Employees**

The Board of Directors may establish such positions of employment as it deems desirable and shall fix the salaries for such positions.

Article VIII **Administrative Provisions**

8.1 Books and Records. The Corporation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws; correct and adequate records of accounts and finances; minutes of the proceedings of its members, if any, and the Board of Directors, and any minutes which may be maintained by committees of the Board of Directors; records of the name and address and class, if applicable, of each member, if any, and of the name and address of each director and officer; and such other records as may be necessary or advisable. All books and records of the Corporation shall be open at any reasonable time to inspection by any member, to a representative of more than five percent of the membership, or any director.

8.2 Accounting Year. The accounting year of the Corporation shall be the twelve months ending December 31st of each year.

8.3 Rules of Procedure. The rules of procedure at meetings and of the Board of Directors and committees of the Board of Directors shall be the rules contained in Roberts' Rules of Order on Parliamentary Procedure, newly revised, so far as applicable and when not inconsistent with these Bylaws, the Articles of Incorporation or any resolution of the Board of Directors.

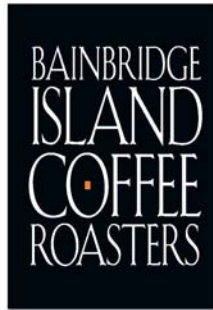
Article IX
Amendments

These Bylaws may be altered, amended or repealed only as provided in the Declaration.

THE FOREGOING BYLAWS were adopted by the Board of Directors on July __, 2008.

Secretary

PART I - MENU



ESPRESSO		8	12	16	20
ristretto	2.00				
macchiato	2.20				
cappuccino		2.50	2.85	3.15	3.40
latte		2.50	2.85	3.15	3.40
mocha latte		2.85	3.15	3.40	3.75
americano		1.80	2.10	2.45	2.80

SOCO (single origin coffees)

french press		2.25	2.55	2.85	3.15
melitta drip		2.25	2.55	2.85	3.15
vac pot		2.75	3.00	3.35	

EXTRAS

espresso	.85	flavors	.50		
soy/breve/rice	.35	iced	.25		
chai	2.50	2.85	3.15	3.40	
cuppa jeux	1.00	1.25	1.50	1.75	

PART J

CATERING AGREEMENT

CONTRACTUAL DEFINITIONS FOR CATERING AT SEATTLE CENTER

- A. Client means an individual, organization, corporation or other legal entity with which the City has executed a Facility Use Agreement for use of one or more Seattle Center Facility for an Event.
- B. Catering Services means providing food and beverages intended for consumption in any Seattle Center Facility during an Event, and providing services and equipment necessary and related to the service of such food and beverages.
- C. Concession Services means the sale of food and beverages to Event attendees intended for consumption in any Department Facility.
- D. Event means the purpose for which the Client and the Department enter into a Facility Use Agreement, such as a meeting, show, competition, performance, festival, etc., and includes all related activities, including but not limited to move-in/move-out, rehearsal, practice, and other activities described in the Facility Use Agreement.
- E. Event Service Order ("ESO") means the written operations instructions issued by the Department for Department use in providing Event service to the Client.
- F. Facility Use Agreement means a written agreement between the Department and a Client that provides for the Client's use of a Seattle Center Facility for an Event.
- G. Fair Market Value means the retail value of any food, beverage, service or equipment provided by the Caterer to its customers.
- H. Facility, also referred to as Department Facility herein, means a room, building or outdoor space at Seattle Center that is available for rental by the public. As used in this Agreement, the term Facility does not include McCaw Hall or KeyArena.

DEPARTMENT GRANT OF CATERING LICENSE

Subject to the terms and conditions specified herein, the Department grants to the Caterer the right to provide Catering Services to Department Clients at Events in any Department Facility, excluding Events at KeyArena and McCaw Hall. Following execution of this Agreement by both parties, the Caterer's name shall be added to the official Department list of pre-approved caterers. Any Client using any Department Facility other than the KeyArena or McCaw Hall shall be required to use a caterer from the Department's list of pre-approved caterers for any Catering for its Event, with the

exception of concert promoters for backstage and VIP Catering, filming crews, and Seattle Center, under specific limited circumstances.

This Agreement relates only to the relationship between the Caterer and the Department and does not serve as any portion of the contract between the Client and the Caterer for Catering or Concession Services.

The inclusion of the Caterer's name on the Department's official list of pre-approved caterers does not constitute a promise or guarantee by the Department that Clients will actually use the Caterer's services.

PERFORMANCE REQUIREMENTS FOR CATERING AND CONCESSIONS

- A. Pre-Planning Event Logistics: The Caterer shall contact the Seattle Center Event Service Representative (ESR), by telephone at least 5 business days prior to each Event for which contracted catering activity will take place. The Caterer shall discuss with the ESR all logistics for catering or concessions for the Event, including access for delivery vehicles, room set-up, power requirements, etc.
- B. Deliver Food and/or Beverage to the Facility: The Caterer must personally deliver the catered food and/or beverage to the Event site, ensuring that temperature controls required by the Health Department are met and can be maintained for the duration of the Event.
- C. Alcohol: The Caterer may serve alcohol in Seattle Center Facilities only if they have a license from the Washington State Liquor Control Board that permits them to supply and service alcohol and only if they have approved evidence of liquor liability insurance on file with Seattle Center. As a factor of providing for the safety of patrons to Seattle Center and limiting Seattle Center liability, the servers of alcohol must have received the state required training for serving alcohol, must ID all patrons purchasing and/or consuming alcohol and must stay in the Facility for as long as there is alcohol being served in the Facility. The Caterer shall implement and maintain a continuing alcohol awareness educational program for all employees serving alcohol to the public. This training shall include age identification, diplomatic ways to refuse service, and legal responsibilities of the employee and Caterer regarding the service of alcoholic beverages. Liquor may not be served in the last half hour of an Event. Caterer will clear tables of all alcohol during the last half hour of the Event. Caterer is responsible for confirming with the ESR the end time of each Event.
- D. Equipment: Seattle Center's equipment inventory applicable to Catered Events is limited to tables, chairs and white tablecloths, all of which must be requested by the Client in advance. All other equipment required by the caterer for the Event is the responsibility of the Caterer.

- E. Trash and Food Waste: The Caterer shall clean up all trash and food waste from each Event and deposit it receptacles provided by Seattle Center. The Caterer must sort all recyclable products and deposit them into separate recycling receptacles provided by Seattle Center. Caterer shall clean up any spills resulting from their services. In the event any Facility used for Catering or Concession Services is not left clean, with trash and food waste removed, or recyclable materials are not properly sorted, the Caterer shall be charged a penalty fee of \$100.00.
- F. Caterer's Staff: The Caterer shall employ competent, courteous and efficient staff in numbers to adequately serve Clients. Whenever the Director notifies the Caterer that an identified employee has consistently failed in cleanliness, efficiency or courtesy toward the public, the Caterer shall cease to use that employee for Events at the Seattle Center.
- G. Quality Control: All foods and beverages served shall be of first quality, wholesome and pure and shall conform in all respects to federal, state, and municipal laws, ordinances and regulations. No tobacco product shall be provided to any Client.
- H. No Use of Prohibited Food-Serving Material: The Caterer shall not serve or permit any other person or entity to serve in any Department Facility any food or beverage in any polystyrene foam food or beverage container or other food or beverage serving material that is hereafter legally prohibited.
- I. Prohibited Promotion & Other Material; Removal of Same: The Caterer shall not display, post, or distribute any sign, symbol, advertising of any nature, or any printed material, including but not limited to posters, at any Department Facility except after receiving written permission from the Director. Caterer may undertake such activity only at location(s) approved by the Director and subject to any conditions of the Director's permission.

INDEMNIFICATION

The Caterer shall defend, indemnify and hold harmless the City and its officers, agents, employees, Clients, Licensees and Lessees, from and against any and all claims, actions, suits, proceedings, costs, expenses (including reasonable attorneys' fees), damages and liabilities claimed or suffered by any person or entity arising out of or relating to any act or omission of the Caterer or any of its agents, contractors or employees, or in connection with the Caterer's performance under this Agreement; PROVIDED that nothing herein shall be construed as requiring the Caterer to indemnify the City against liability for bodily injury or damage to property caused by or resulting from the sole negligence of the City, its officers, agents, employees, Clients, Licensees and Lessees. The obligations to defend and indemnify set forth in this section shall survive the expiration or earlier termination of this Agreement.

In the event that the Caterer and the City are held to be jointly liable in any final judgment in any suit arising out of their acts or omissions under this Agreement, the costs and expenses arising therefrom shall be prorated between the parties according to the respective extent of their liability.

The Caterer waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

NO SUBCONTRACTING, ASSIGNMENT, OR SALE

This Agreement is personal to the Caterer and may not be assigned, nor may the Caterer subcontract any Catering or Concession Services provided at any Facility Event without the Director's written consent. Such consent may be granted, withheld or conditioned in the Director's sole discretion.

RE-APPLICATION

If the Caterer's contract is terminated by either party, there will be a required waiting period of one full calendar year before the Caterer may reapply to the Seattle Center Approved Catering Program during the next available open enrollment period.

Lease Agreement

PART K: RULES AND REGULATIONS FOR 5th AVENUE NORTH TENANTS

1. The common areas, entrances to 5th Avenue North Garage (Garage), passages, elevators, vestibules, stairways, corridors or halls shall not be obstructed or used for any purpose other than ingress and egress. Access to any area(s) not for the use of the general public shall, in all cases, be in the control of the City. Nothing contained herein shall be construed to prevent such access by persons with whom Lessees normally deal in the ordinary course of business unless such persons are engaged in illegal activities. Lessee shall not enter mechanical rooms, air handler rooms, telephone switchgear rooms, electrical closets, or janitorial closets without prior written consent of the Director. All public areas including the corner plaza and lobby entry shall be under the sole and absolute control of the City, who shall have the exclusive right to regulate and control these areas.
2. On days in which the Garage is closed for the day and when the Garage is closed for the evening, access to the Garage, or to the halls, corridors, elevators or stairways in the Garage, or to the Seattle Center, may be refused unless the person seeking access is known to the person or employee of Seattle Center in charge and has a pass or is properly identified. The City shall furnish such passes to persons for whom any Lessee requests the same in writing. Each Lessee shall be responsible for all persons for whom he requests passes and shall be liable to the City for all acts of such persons. The City shall in no case be liable for damages for an error with regard to the admission to or exclusion from the Garage during the continuance of the same by closing the doors or otherwise, for the safety or Lessee and protection of property in the Garage. The City reserves the right to exclude or expel from the Garage any person, who in the judgment of the City is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Garage.
3. Currently, the Garage hours are 7 AM until midnight. No dates of closure have been established.
4. No awning or other projections shall be attached to the outside walls of the Garage and no window shades, blinds, or drapes or other window coverings shall be hung in the Premises without the prior written consent of the Director.
5. Canvassing, soliciting and peddling by Lessees or outsiders is prohibited in the Garage, and each Lessee shall cooperate to prevent same.

6. The Lessee's Premises shall not be used for anything other than specifically defined in the lease. The lessee's Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.
7. No firearms or explosives are allowed in the Garage.
8. Under no circumstances shall Lessee:
 - a) Make or permit to be made any unseemly or disturbing noises, sounds or vibrations, or otherwise disturb or interfere with the occupants of the Garage or those having business with them whether by the use of any musical instrument, radio, cassette deck or compact disc player, unusual noise, or in any other way.
 - b) Use toilets, wash basin and other plumbing fixtures for any purpose other than those for which they were constructed, and no seeping, rubbish rags or other substances shall be thrown therein. All damage resulting from any misuse of such fixtures shall be borne by the Lessee who, or whose employees, agents, visitors, or licensees, shall have caused the same.
 - c) Leave windows, doors or roll doors open and/or unlocked. Lessee shall see that all windows, doors or roll doors in the premises are closed and securely locked before leaving the Garage each day.
 - d) Bring or keep in the Premises any inflammable, combustible or explosive fluid, chemical, or substance nor do or permit anything to be done in the Premises, or bring or keep anything therein which shall in any way increase the rate of fire insurance on the Garage or on the property kept therein, or obstruct or interfere with the rights of other Lessees, or in any way injure or annoy them or conflict with the regulations and recommendations of the Fire Department or the fire ordinances and laws, or with any insurance policy upon the Garage or any part thereof, or with any rules and ordinances established by the Board of Health or other governmental authority.
 - e) Leave water or plumbing fixtures on. Lessee shall insure that all valves and water systems are entirely shut off before Lessee or Lessee's employees leave Garage. Lessee shall observe strict care and caution to insure that electricity, gas or air shall likewise be carefully shut off, so as to prevent waste or damage. Lessee shall make good all injuries sustained by other lessees or occupants of the Garage, or sustained by the City as a result of lessee's default or carelessness.
 - f) Overload the floor or the elevators or in any way violate the integrity of the Garage.

9. Food Quality Control. All food sold or offered for sale on or from the Premises shall be first quality, wholesome and pure and shall conform in all respects to federal, state, and municipal laws, ordinances and regulations. The Lessee shall ensure that;
- a) Meat, poultry and aquatic food must have been inspected by the United state Department of Agriculture ("USDA") or the Seattle-King County Department of Public Health or the functional successor of either such entity before its use on the Premises.
 - b) No food having a shelf-life indicated by code is used after the end of the code period unless properly preserved prior to that period's ending and that all code tables are provided, upon request, to any employee of the Seattle-King County Department of Public Health or its successor.
 - c) All food is stored in properly working refrigeration units, heat units, and dry storage units, as appropriate.
 - d) If any food containing any sulfite is used or offered for sale in or from the Premises, a written notice of the fact of such sulfite use or presence in such food is displayed at the point of sale for such food, in a prominent location easily seen by a potential food purchaser.
10. Lessee's Menu. Initial food and beverage menu and/or products list indicating size, portion and price structure, shall be submitted to the Director for approval. The Lessee shall not make or allow to be made any misrepresentation as to the kind, quality, weight, or price of food sold or offered for sale from the premises. The Lessee shall ensure that no food is sold or offered for sale at a price different from that displayed or advertised on the food menu approved by the Director. Changes to the foregoing, whether in size, portion, price or otherwise, may not be made without the prior, written approval of the Director whose approval shall not be unreasonably withheld.
11. "Food" means any nutritive material in solid or liquid form, without limitation, that is sold, given without charge, included as an ingredient in any other edible item offered for sale, or dispenses or distributed by the Lessee in any manner or from the Premises to any person or entity unless the Director authorizes the lessee to offer for sale at a particular event either or both of such otherwise excluded types of nutritive material.
12. Recycling of Waste Materials. The Lessee at no cost of the City, shall collect, sort and separate into such categories as may be legally required, all solid waste products on the premises, and recycle all such products that are locally accepted for recycling and participate in programs that

support reuse, such as composting. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by the City, which receptacles reasonably approved by the City, which receptacles shall be dumped or removed from the Seattle Center at such minimum frequency as is specified by the Director. The City reserves the right to refuse to collect or accept from the Lessee any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require the Lessee to arrange for the collection of the same at the Lessee sole cost and expense using a contractor satisfactory to the City. The Lessee shall pay all costs, fines, penalties and damages that may be imposed on the City or the Lessee as a consequence of the lessee's failure to comply with the provisions of this subsection.