Ned Dunn/ND
CEN Folklife 2013-18 ORD
February 22, 2013
Version #1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

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 as Attachment 1 and identified as "AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST FOLKLIFE" for purposes related to the presentation of the annual Northwest Folklife Festival at Seattle Center from 2013 through 2018.

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

Passed by the City Council the ____ day of _____, 2013, and signed by me in open session in authentication of its passage this _____ day of _____, 2013.

_____
President _____of the City Council

Approved by me this ____ day of _____, 2013.

_____
Michael McGinn, Mayor

Filed by me this ____ day of _____, 2013.

_____
Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: AGREEMENT BETWEEN THE CITY OF SEATTLE AND NORTHWEST FOLKLIFE
Exhibit A: Site Guidelines for Producing the Northwest Folklife Festival at Seattle Center
Exhibit B: Seattle Center Facility Use Agreement and Addenda
Exhibit C: Special Terms and Conditions for Use of Office Space at Seattle Center
Exhibit D: Northwest Folklife Contract Insurance Requirements
Exhibit E: Special Terms and Conditions for Use of Seattle Center Playhouse Theatre

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 continue 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 41 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, 2013, and shall expire on December 31, 2018 (the "Term") unless terminated earlier pursuant to the provisions hereof.

II. SCOPE OF SERVICES/USE:

A. In compliance with the terms and conditions of this Agreement and its Exhibits, 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 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 Producing the Northwest Folklife Festival at Seattle Center ("Site Guidelines"), Seattle Center Facility Use Agreement and 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 Festival.

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

F. Festàl Participation. Licensee shall be a full participant in Seattle Center's Festàl Program. Participation includes attending Festàl meetings, advising Festàl staff and member organizations, supporting educational and other programs of member organizations, and benefiting from Festàl marketing, public relations, sponsorship programs and staff expertise. This provision notwithstanding, nothing contained in any Festàl 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 (as that term is defined in Section III) 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 (as that term is defined in Section III), 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 (as described in Exhibit A hereto), the City shall provide throughout the Festival, 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 described 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.

	FACILITY	SPECIAL CONDITIONS
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.
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. Additional KeyArena/Festival usage; 1. Should an event in KeyArena scheduled from the Thursday immediately preceding the Festival and extending through the close of the Festival on Monday evening. Seattle Center acknowledges that the East Box Office will not be available. If an event is scheduled to be in the KeyArena on any other move-in / move-out day, the East Box Office must remain accessible. Any scheduled event will be communicated by May 1 of each Festival year. 2. If there is an event booked in KeyArena either during Festival days or during the move-in or move-out times, then all canopies or structures that may block the East stairs/entrances to KeyArena or the Upper SE/NW doors of KeyArena must have final approval from the Director and from the Fire Marshall based on the ticketed capacity for the event.
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.	Armory 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 Theatre	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 Armory	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.	Seattle Center Playhouse	Festival use shall be consistent with and subject to Seattle Center's contract with Cornish College of the Arts. In addition, Licensee must comply with the Special Terms and Conditions set forth in Exhibit E hereto if the Seattle Center Playhouse is being used.
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 (as described in Exhibit A hereto, and referred to herein as "ESO"). If Licensee fails to notify City, notwithstanding the provisions of section III.A.1 above, Licensee shall pay the City for any facility Licensee reserves but 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 and on facility-specific boards as the Director determines is reasonable under the circumstances. Provided Licensee supplies the City with a banner meeting specifications that are reasonable to the Director, the City 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 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 ESO to a maximum dollar equivalent of $230,702., in 2012 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. Licensee shall promptly reimburse the City for the full

costs of providing any labor in excess of the maximum dollar equivalent stated above. For purposes of calculating such excess costs, all labor hours shall be billed at the then-current internal Seattle Center labor rates.

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 day 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 and documentation of each day's activities.

2. Office Space. The City shall provide Office Space, including utility service therefore, as indicated and upon the terms and conditions stated in Exhibit C hereto. Licensee shall comply with all such terms and conditions.

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 personnel 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. The City shall provide, by and through Seattle Center's Transportation Services, 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

5. 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 six separate dates. 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. The parties shall work collaboratively and cooperatively in their efforts to secure major advertising or sponsorship agreements that grant exclusive rights to the Festival or Seattle Center grounds and facilities with the goal of minimizing conflicts and maximizing returns for both parties. Seattle Center has an aggressive business strategy to secure corporate sponsors. In some cases, a corporate sponsor may require and/or receive exclusive product sales and marketing opportunities at Seattle Center which may include specific facilities or all of Seattle Center. In the event Seattle Center has granted an exclusive sponsorship, Licensee shall not grant a competing sponsorship opportunity in that category. The City and Licensee will work collaboratively and cooperatively with each other regarding potential corporate sponsorship agreements that may conflict with either Licensee's corporate sponsorship for the Festival or the City's sales efforts for Seattle Center. Each will notify the other in advance of finalizing exclusive long-term partners. The City will make best efforts to minimize impacts to Licensee's temporary sponsorship sales by limiting temporary signage or excluding rights for said corporate sponsorship for Seattle Center during the Festival. In the event that City secures an exclusive advertising or corporate sponsor that creates a conflict between an existing Licensee advertising or corporate sponsorship agreement then both parties should seek a collaborative alternative resolution of the conflict either logistically or via compensation. If no agreement can be reached then the Seattle Center Director reserves the right to make the final decision.

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. Licensee 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 the media rights inside the KeyArena are subject to the City's contractual rights with a third party.

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 and its contractors 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 Armory main level including decks and patios, KeyArena, McCaw Hall and the Office Space), all without becoming obligated to pay the City any fee or percentage of gross receipts therefore: (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 obtains 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 at their place of business on Seattle Center grounds, official acknowledgment (i.e., approved Festival credentials) of such authorization in a form approved by the Director.

2. All items offered for sale on or from Seattle Center grounds 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 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 (for example, the City's prohibition on the use of expanded polystyrene food products, pursuant to Seattle Municipal Code 21.36.084.)

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 written 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.

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 may 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 therefore.

D. Testing. Licensee acknowledges that the City may conduct an annual environmental inspection on the Premises in January of each year of the Term hereof or at such other time(s) as may be mutually agreed upon. In addition, Licensee understands that the City may access the Premises at any time, even during the Festival, 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 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, nor 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 the Premises. At the request of the Director, Licensee shall deliver to the 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 the Premises 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 Premises or withholds funds due to the City to enforce collections 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. The City's indemnity obligation is limited to funds that have been appropriated for this Agreement and are available at the time that an indemnity claim is made.

E. Survival of Obligation. The indemnification provided for in Subsection C shall survive any termination or expiration of this Agreement. Licensee further waives, with respect to the City and for purposes of this Agreement only, its 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. Suspension of Activities and Operations. In the event such 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, 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, 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. promulgates, from time to time, reasonable rules and regulations regarding the use and occupancy of any area of Seattle Center, 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 Premises, 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 any 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, 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 license others to use said Premises 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 therefore.

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 sixty (60) 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 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, 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 untenantable 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

By _____
Robert Townsend

Executive Director, Northwest Folklife

Date:

THE CITY OF SEATTLE

By _____
Robert Nellams

Director, Seattle Center Department

Date:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____day of _____, 2013, 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 _____, 2013, 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 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. Subject to the City's collective bargaining agreements, some positions will need to be filled with union staffing from Seattle Center.

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 and Servicing Unit
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 Armory 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.

**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 these Site Guidelines and the Facility Addenda (Exhibit B of the Agreement), 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 these Site Guidelines and the Facility Addenda 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 control. 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.

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 suspend a portion or all of the City obligations should the deficiencies not be corrected within this five (5) day period, until such time as the deficiencies are corrected to the Director's satisfaction.

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 Guidelines are to be forwarded to the ESR.

A. Licensee shall notify any decorator, contractor, vendor, employee, volunteer or lessee of these Site Guidelines.

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 and documented in a Security Plan prior to the publishing of the ESO. 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 access during move-in/event/move-out times.

E. Once the Festival lock/core system is in place, the Licensee assumes responsibility for each 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 Seattle Municipal Code (City Noise Control Ordinance) shall be observed. Outdoor amplified sound shall not occur past 10PM each day. 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 the Agreement.

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. Any sale or advertising of spirits (alcohol) must be approved in advance by the Seattle Center Director.

IV. BUILDINGS/FACILITIES/STRUCTURES

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

At the ESR's discretion and the ESR's request, Licensee must protect columns in the Exhibition 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 by the ESR.

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 ESR 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 United Laboratory listings.

VI. GROUNDS/LANDSCAPING

A. The use of polystyrene is prohibited. 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 ½"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 stake must be less than 12" in length. 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 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 and is to be included in the ESO.

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 that 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.

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)) retains 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 any and all meetings with Seattle Fire Department and Seattle Police Department.

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. Licensee may propose a variance to Seattle Center if appropriate on a case-by-case basis.

X. ARMORY

A. Seattle Center recommends using the Armory Stage for spectator events. Floor (i.e., expo) events are recommended for the third floor balcony area. Should Licensee choose not to program the Armory Stage, Licensee will give Seattle Center three (3) 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 Armory 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.

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

E. Licensee shall work with Seattle Center Staff to create an access plan for employees of Armory merchant establishments prior to load-in. Armory deliveries will be coordinated with Licensee.

F. All Licensee sales in Armory are to be approved by the Director.

XI. Fisher Pavilion

A. All programming on the Fisher Rooftop must be approved by the Seattle Center Director. Without the Director's approval, no less than 50 % 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

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 coordinated with the ESR.

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 hand truck 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.
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 the Seattle Fire Department and Seattle Center.

D. Security staffing should be consistent with type of show. See also Section III. 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 McCaw Hall Stage Door must be staffed by Emergency Services beginning one half hour before any Festival activities (including load-in and load-out) commence in the building until one half hour after any Festival activities (including load-in and load-out) end in the building.

Marion Oliver McCaw Hall
Susan Brotman Auditorium Addendum
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

- 62 additional seats are available in the orchestra pit area.
- 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.
- Smoking is not 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 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 Production Guide 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 theatrical equipment during the Event. See McCaw Hall Production Guide for detailed information.

CATERING AND FOOD CONCESSIONS: The caterer and concessionaire for McCaw Hall has the exclusive right to provide any food and drink served in the Hall whether catered or as a concession. Licensee may use a caterer of their choice for backstage catering.

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 with loading docks. Access to the grounds and permits are facilitated by the Event ESR if other loading options are needed.

PARKING: Included with the facility use are seven parking permits per day in the Mercer St. Garage. Contact your ESR for oversized vehicle arrangements.

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.

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: Seattle Center can provide visibility for your events through promotional opportunities such as:

- McCaw Hall website
- Seattle Center website
- Poster kiosks
- Customer service information
- Media Placement
- Social Media (Facebook and Twitter)
- Front of House Video Monitor displays
- Mercer Street Readerboard

Contact your Event Sales Representative at (206) 684-7103 for further information.

REHEARSAL HALL: Based on availability and upon request by Licensee, use of the McCaw Hall Rehearsal Hall is available at an additional Facility Use Fee.

ACCESSIBILITY: McCaw Hall is wheelchair- and stroller-accessible. Men's and women's restrooms are accessible on every level of the building.

An assistive listening system is available in the auditoriums. This system is a two channel infrared system. Per the Americans with Disabilities Act, this system must be available to your guests. In order to activate the Assistive Listening System, the Seattle Center sound system must be used, as either the primary system or as a supplement to an outside licensee provided sound system.

Guests may 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 subject to change.

Marion Oliver McCaw Hall
Front of House Addendum
To Facility Use Agreement

***Room capacities noted below are at maximum setting**. Capacity numbers decrease if there is a need for AV equipment (projectors, screens, etc), a registration area, buffet tables, projection or display tables, or risers. Event plans are subject to approval by Seattle Fire Marshal.*
Please check with your ESR for the final capacity for your event.

Lobbies and Reception Rooms:	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'	Terrazzo	N/A
Grand Lobby	800	320	330	N/A	6,200	10' 10" – 39'	Carpet	Included
Allen Foundation for the Arts Room	250	180	225	90	2,400	14' 5"	Carpet	Included
Norcliffe Room	180	120	160	60	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

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

Included with Facility Use Fee (Rent):

- 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, Savor…McCaw Hall)*
- 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 6am 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) officer 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

Additional expenses apply for:

- 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 wireless internet connections and services ***only available*** through exclusive provider CCPI (phone# 206 505-5492)
- 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

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, operate and strike all Seattle Center equipment for the Event. See McCaw Hall Production Guide for detailed technical specifications.

CATERING AND FOOD CONCESSIONS: The official caterer and concessionaire for McCaw Hall has the exclusive right to provide any food and drink served in the Hall whether catered or as a concession.

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. Contact your ESR for oversized vehicle arrangements.

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. Men's and women's restrooms are accessible on every level of the building. A two channel infrared assistive listening system is available in the auditoriums.

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.

Marion Oliver McCaw Hall
Nesholm Family Lecture Hall Addendum
To Facility Use Agreement

Features

- 381 fixed seats total on raked floor – no standing room available
- 4 Wheelchair Locations -- 2 in front row / 2 in back row
- 4 Transfer Seats
- Carpeted stage area, 20' wide and 13' 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:
• Built-in sound system • 2 microphones, any type • Digital video/data projector, 6500 lumens • DVD player • Motorized projection screen (up to 28' W x 12'H) • One dedicated Sound operator, for up to 5 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 5 hours as determined by ESR. Licensee may request additional staff. • Building security (ESU) officer 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	• 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, food/beverage served at the 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 • Use of other McCaw Hall spaces including 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.

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, operate and strike all Seattle Center equipment for 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 official caterer and concessionaire for McCaw Hall, which includes the Nesholm Family Lecture Hall, has the exclusive right to provide any food and drink served in the Lecture Hall whether catered or as a concession.

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. Contact your ESR for oversized vehicle arrangements.

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. Men and women's restrooms are accessible on every level of the building. A two channel infrared assistive listening system is available in the auditoriums. Per the Americans with Disabilities Act, this system must be available to your guests. In order to activate the Assistive Listening System, a Seattle Center sound system must be used. Guests may 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.

CONFERENCE CENTER ADDENDUM
To Facility Use Agreement

	ROOMS A or H	ROOM B
Room Capacities:		
Theatre Style	120	60
Classroom Style *(3 per 6'x30" table)*	81	36
Banquet Style	60	40
Characteristics		
Dimensions	27'x67'	28'x28'
Square Footage	1,800	785
Floors	Carpet	Carpet
Ceiling Height	10'	10'
Carpeted Riser	12'x8'x10"	NA
Room Lighting	Fluorescent & Incandescent	
Built-in Sound System	Included	NA
Included with Facility Use Fee (Rent):		
Standard / Theater Package:		
Chairs	120	60
Tables – *6' x 30" with linens*	2	1
Projection Screen (built-in)	6'x10'	NA
Projection Table	1	1
Wired Microphones	2	NA
Lectern	1	1
Event Service Representative (ESR) time	4 hours per Event day	4 hours per Event day
One standard setup per Event day		
Two parking permits per Event day		
Customary cleaning and janitorial service		
Standard utilities		
U.S. and Washington flags, as available		

Classroom Package: Includes all of the items in Standard/Theater Package listed above plus all 6'x30" classroom tables with white linen tablecloths and ancillary tables as needed. *(Note: 8' x 24" classroom tables are not available.)*

Banquet Package: 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.

Additional expenses apply for:

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- Additional 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)

NOTES ON ROOM CAPACITY INFORMATION: Room capacities noted on pages 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 a stage other than the included riser in Rooms A and H. Seattle Center equipment is not available for use in decorator-set spaces. For lists and rates of available equipment, services, and/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.

PERSONNEL REQUIREMENTS: Included with the Facility Use Fee (rent) is a dedicated ESR who coordinates Seattle Center services for the Event. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be 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 Rooms A and H. 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' pieces and are available in heights of 24" and 32". Stages (beyond the included carpeted risers in Rooms A and H) 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.

FLOOR RESTRICTIONS: Load limits apply, consult your ESR. Steel tread wheel dollies are prohibited. All steel scaffolding and display supports must have foot pads under vertical posts.

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.

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 Conference Center Rooms, located on the 3rd floor of the Armory, are wheelchair and stroller accessible. Accessible entrances to the Armory are on the east, west and south sides. There are elevators to the 3rd Floor. 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 located on the balcony next to the lobby of the Conference Center. Customer Service staff 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.

FISHER PAVILION ADDENDUM
To Facility Use Agreement

	Fisher Pavilion
Room Capacities:	
Theater Style	1,370
Classroom Style – *4 per 8'x30" table*	576
Classroom Style – *3 per 8'x30" table*	432
Banquet Style – *10 per 6' round table*	610
10' x 10' Booths	60
8' x 10' Booths	66
Characteristics:	
Dimensions – *Exhibit Area*	176' x 62'
– *Foyer*	129' x 13'
Square Footage – *Exhibit Area*	10,912
– *Foyer*	1,677
Floors	Concrete
Ceiling Height	17' – 19'
Lighting	Fluorescent
Built-in Sound System	Included
Included with Facility Use Fee (Rent):	
Standard / Theater Package:	
Chairs	1,370
Tables – *8' x 30" with white linen tablecloths*	6
Projection Table	1
Wired Microphones	4
Lectern	1
Event Service Representative (ESR) time	8 hours per event day
A stage of up to ten 4'x8' pieces, in heights of 24" or 32"	
Two-sided lighted exterior readerboard for Event message	
One standard setup per Event day	
Two parking permits per Event	
Full length black-out curtain	
Customary cleaning and janitorial service	
Standard utilities	
U.S. and Washington flags, as available	
Easels, as available	

Classroom Package: 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. *(Note: 24" classroom tables not available.)*

Banquet Package: Includes all of the items in Standard/Theater Package listed above plus all 6' round tables with white linen tablecloths, ancillary tables as needed, a three compartment sink and up to 64' of pipe and drape.

Additional expenses apply for:

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- 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
- Dimmable incandescent lighting
- 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)

NOTES ON ROOM CAPACITY INFORMATION: 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 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, and/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 your the Event. This plan is based on the Event requirements which must be received by the ESR from you 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.

There are five 16' wide by 10' high roll up doors on the North side of the building. To conserve energy on move-in/out dates, doors shall be kept closed when not in use; no HVAC is supplied when doors are open. Roll doors shall be operated by Seattle Center staff and having roll doors open during an event is subject to ESR approval due to possible impacts on other nearby events. Exhibitors may carry in and set up their own exhibit materials. 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: Included with the Facility Use Fee (rent) is a dedicated ESR for who coordinates Seattle Center services for the Event. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be 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 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. 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' pieces and are available in heights of 24" and 32". Large stages (beyond what is included in the rent) 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.

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

- 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:

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, black out curtain or windows.
- Banners hung on an inside wall which require a ladder or lifting device, or outside on the north face 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. 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 staff 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.

FISHER PAVILLION
Guidelines for Use of Rooftop

The following guidelines have been approved by the Seattle Center Executive Committee:

1. The weight limit on the Fisher Pavilion Rooftop is 125 lbs. per square foot.*

   ***Note:** Concern has been expressed that this weight restriction seems very limiting. It may help to realize that this is the same load limit as the stage pieces that Seattle Center uses. A practical example shows that a 24' x 16' area of the Rooftop would have an overall capacity of 48,000 lbs, or 24 tons (see below). Therefore, the weight of a small 24'x16' stage plus performers, sound equipment, trussing, etc., would have to total more than 24 tons to exceed capacity. This should be sufficient for anticipated festival and other special event activity on the Rooftop. The key is to remember that the weight of static equipment needs to be distributed, not on a single point, hence the need for plywood surface underneath (see #2 below).

   24'x16' = 384 sq ft → 384 s.f. x 125 lbs = 48,000 lbs → 48,000 lbs / 2,000 = 24 tons

2. All stationary equipment such as stages, sound equipment, or catering equipment on the Rooftop must be placed on a ¾" plywood base to distribute the weight.

3. Areas where audiences/attendees would stand or sit can be directly on the Rooftop surface; however it is recommended that chairs on the Rooftop have runners rather than legs to avoid pressure points on the tiles.

4. No stakes of any kind may be used on the Rooftop. Foot pads must be placed under tent legs. Tent weights must not be rolled or dragged across surfaces.

5. The only powered vehicles permitted on the Rooftop are the smallest Seattle Center forklift (weighing 6,800 lbs. with a carrying capacity of 3,000 lbs.) or Seattle Center electric carts. Only Seattle Center staff may drive these vehicles, and a plywood surface must be laid under the entire path of the vehicle as is required on lawn surfaces. No other vehicles or drivers are permitted on the roof. No vehicles are permitted at any time on the Overlook area along the North edge of the Rooftop.

6. Handcarts/dollies may be used directly on the Rooftop surface to move materials but must have non-marking tires with 5" minimum casters.

7. Pallet jacks may also be used but must have a plywood path laid underneath them on the Rooftop given the heavier loads they carry.

8. Adequate surface protection must be provided for cooking, oil or grease-producing activities as follows:

   - On surfaces where cooking is undertaken, the entire area being used, whether for booth, food preparing and cooking, or other purposes must be thoroughly protected against food, beverage, ash and grease spills by having flooring in layers as follows:

     (a) Lower layer of 4' x 8' X 3/4" or thicker plywood installed directly under each cooking unit (barbecues, deep fryers, grills, griddles, spit, woks, etc.) as well as not less than 4' around each cooking unit.
     (b) Upper layer of rubber backed carpet or Astroturf securely joined together in a manner that covers the entire booth, *i.e.*, cooking and all other areas.

   - On surfaces where no cooking is undertaken, rubber backed carpet or Astroturf securely joined together in a manner that covers the entire area will be required when catering or food sampling is being done. Seattle Center reserves the right to require the client to use rubber backed carpet or Astroturf in areas that it deems necessary.

   - Any waste produced from such activities (such as ash, coals, etc.) shall be disposed of in appropriate containers supplied by and disposed of by the client.

Any exceptions to these guidelines must be approved by the Seattle Center Director or his/her designee.

NORTHWEST ROOMS ADDENDUM
To Facility Use Agreement

	Rainier	Olympic	San Juan[2]	Orcas[3]	Lopez	Fidalgo	Shaw
Room Capacities[1]:							
Theatre Style	594	400	660	63	288	144	180
Classroom Style, 4 per table	348	220	320	32	168	84	112
Classroom Style, 3 per table	261	165	240	24	126	63	84
Banquet,10 per 6' round table	320	200	350	30	150	70	100
Characteristics:							
Dimensions	66'x91'	58'x70'	131'x51'	25'x37'	62'x51'	30'x51'	39'x51'
Square Footage	6,006	4,060	6,681	925	3,162	1,530	1,989
Floors	tile	tile	carpet	carpet	carpet	carpet	carpet
Ceiling Height	12'	12'	12'	12'	12'	12'	12'
Room Lighting	Main lights: Generally fluorescent and compact fluorescent						
Sound System	Included in each room						
Included with Facility Use Fee:							
Standard / Theater Package							
Chairs[4]	---------- Maximum set per room ----------						
Tables 8'x 30" w/ linens	5	4	8	1	3	2	2
Projection Table 2'x 3'	1	1	1	1	1	1	1
Wired Microphones	5	4	8	1	3	2	2
Platforms (6'x 8'x 8")[6]	5	5	5	0	4	2	3
Water cooler with cups	2	2	4	1	2	1	1
Built in 10' x 10' Screen	1	1	3	0	1	1	1
Lectern	1	1	1	1	1	1	1

Two parking permits per Event

Event Service Representative (ESR) time to coordinate event, four (4) hours per Event day. If renting all of the Northwest Rooms together, up to eight (8) hours of ESR time per event day will be included with the rental.

Classroom Package: 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.

Banquet Package: 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.

Additional expenses apply for:

- Additional tables and linens
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- 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)

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. The San Juan Room is formed by opening air walls between the Lopez, Fidalgo and Shaw Rooms.
3. Orcas Room is rented only in conjunction with the Lopez or Olympic Rooms.
4. Chairs are not available for use with tables rented from a decorator and/or if set on a decorator supplied rug.
5. 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 $225 charge for up to 10 platforms including labor. Larger stages can be estimated. See Equipment and Services Addendum for available sizes.

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. Deliveries should only be scheduled when the client is in the facility to receive them. 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. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the Event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be 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' pieces and are available in heights of 24" and 32". Large stages (beyond what is included in the rent) 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 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.
- 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. Violators 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 can 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 on the exterior of the building shall be placed only with the prior approval of the Director and must be hung by Seattle Center stage personnel.

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). 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.

SEATTLE CENTER PAVILION ADDENDUM
To Facility Use Agreement

Room Capacities:	
Theater Style	336
Classroom Style – *4 per 8'x30" table*	200
Classroom Style – *3 per 8'x30" table*	150
Banquet Style – *10 per 6' round table*	220
10'x10' Booths	25
Characteristics:	
Dimensions	78' x 60'
Square Footage	4,680
Floors	Polished Concrete
Ceiling Height	15' 8"
Room Lighting	Fluorescent
Built-in Sound System	Included
Included with Facility Use Fee (Rent):	
Standard / Theater Package:	
Chairs	336
Tables – *8' x 30" with white linen tablecloths*	5
Projection Table	1
Wired Microphones	4
Lectern	1
Rolling Portable Walls – *8'w x 8'h, white*	10
Event Service Representative (ESR) time	4 hours per event day
A stage of up to four (4) 4'x8' pieces, in heights of 24" or 32"	
One standard setup per Event day	
Two parking permits per Event	
Customary cleaning and janitorial service	
Three compartment sink	
Standard utilities	
U.S. and Washington flags, as available	
Easels, as available	

Classroom Package: 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. *(Note: 24" classroom tables not available.)*

Banquet Package: 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.

Additional expenses apply for:

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- Additional 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)

NOTES ON ROOM CAPACITY INFORMATION: 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 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, and/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. Deliveries should only be scheduled when the client is in the facility to receive them. 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. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be 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. 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' pieces and are available in heights of 24" and 32". Large stages (beyond what is included in the rent) 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:
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. 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. 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.

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. Customer Service staff 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.

EXHIBITION HALL ADDENDUM
To Facility Use Agreement

Exhibition Hall	
Room Capacities:	
Theater Style	1,840
Classroom Style -- 4 per 8'x30" table	1000
Classroom Style -- 3 per 8'x30" table	750
Banquet Style – 10 per 6' round table	1,000
10'x10' Booths	176
8'x10' Booths	178
Characteristics:	
Dimensions	160' x 220'
Square Footage	34,000
Floors	Composition Tile
Ceiling Height	7'11" - 18'6"
Lighting	Fluorescent
Built-in Sound System	
Support columns – 27 in 3 rows of 9 running north to south	Included
Included with Facility Use Fee (Rent):	
Standard / Theater Package:	
Chairs	1200
Tables – *8' x 30" with white linen tablecloths*	6
Projection Table	1
Wired Microphones	4
Lectern	1
Event Service Representative (ESR) time	8 hours per event day
A stage of up to ten 4'x8' pieces, in heights of 24" or 32"	
Three Bin Sink	
One standard setup per Event day	
Four parking permits per Event	
Customary cleaning and janitorial service	
Standard utilities	
U.S. and Washington flags, as available	
Easels, as available	

Banquet Package: Includes all of the items in Standard/Theater Package listed above plus all 6' round tables with white linen tablecloths, ancillary tables as needed and a three compartment sink.

Additional expenses apply for:

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- Additional stage equipment and 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, other than that included above
- 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)

NOTES: 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 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, and/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 on move-in/out dates, doors shall be kept closed when not in use and reduced lighting levels are used. Deliveries should only be scheduled when the client is in the facility to receive them. 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. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be 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. 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' pieces and are available in heights of 24" and 32". Large stages (beyond what is included in the rent) 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.

CONCESSIONS: A concessions stand is located at the north end of the hall. The Seattle Center concessionaire, Savor, has the exclusive right to sell food and beverages in this facility. Concession services are available only for public events and require a minimum sales guarantee of $500.00 PER SIX HOUR SHIFT by Licensee.

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 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:

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.

- Steel tread wheel dollies are not allowed.
- Only certain types of tape are permitted on tile floors; consult your ESR.
- All steel scaffolding and display supports must have foot pads under the vertical posts.

SIGNS AND POSTERS: Nothing may 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.

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 Exhibition Hall is wheelchair and stroller 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. Customer Service staff 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.

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 Units 1 - 3 and Suites 34 - 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 Office Space 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 therefore, 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 Section II.G of the Agreement..

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 Exhibit to the 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.

EXHIBIT D
INSURANCE ADDENDUM

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**

Exhibit E

Special Terms and Conditions for Use of Seattle Center Playhouse Theatre

1. Cleaning and Repair. Licensee shall perform clean-up of the Production Area of the Seattle Center Playhouse Theatre as necessary to restore it to its prior condition, normal wear and tear excepted. The Production Area means the Public lobby, Main floor of house; Public Rest Rooms; Stage; Catwalks; Lighting Booth; Control Booth; Loading/Unloading Dock, Dimmer Room, Green Room, and Studio/Rehearsal Hall. All cleaning and repair shall be completed by the end of the last day of use, unless a longer period of time is required for repair work, which work shall be completed as quickly as is reasonably possible and subject to the Playhouse's performance production schedule.

2. Insurance. Licensee's liability insurance as required in Exhibit D shall name Cornish College of the Arts ("Cornish") as an additional insured, and Licensee shall provide evidence of such insurance not less than seven (7) days prior to the first scheduled event in the Playhouse, to Cornish College of the Arts, 1000 Lenora Street, Seattle, WA 98121.

3. Hazardous Substances. Licensee shall indemnify, defend and hold the City and Cornish harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed upon, the City and/or Cornish (as well as the City's and/or Cornish's attorneys' fees and costs) as a result of Licensee's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Playhouse. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.

4. Indemnification. To the extent permitted by law, Licensee shall indemnify, defend and save the City, the City's officers, agents, employees and contractors, Cornish, Cornish's officers, agents, employees and contractors, harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) Licensee's occupation, use or improvement of the Playhouse, or that of any of its employees, agents or contractors, or (ii) Licensee's breach of its obligations under this Agreement, or (iii) any act or omission of Licensee or any licensee, assignee, contractor, or concessionaire of Licensee, or of any officer, agent, employee, guest or invitee of any of the same in or about the Playhouse. Licensee agrees that the foregoing indemnity specifically covers actions brought by its own employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Licensee's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the City and Cornish with a full and complete indemnity from claims made by Licensee and its employees, to the extent of their negligence. Licensee shall promptly notify the City and Cornish of casualties or accidents occurring in or about the Playhouse. **THE CITY, CORNISH AND LICENSEE ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THIS INDEMNIFICATION PROVISION.**

5. Licensee's Release of Claims. Licensee hereby fully and completely waives and releases all claims against City and Cornish to the extent a loss or damage is covered by insurance for any losses or other damages sustained by Licensee or any person claiming through Licensee resulting from any accident or occurrence in or upon the Playhouse, including but not limited to any defect in or failure of Playhouse equipment; any failure to make repairs; any defect, failure, surge in, or interruption of Playhouse facilities or services; broken glass; water leakage; the collapse of any Playhouse component; or any act, omission or negligence of subtenants, licensees or any other persons or occupants of the Playhouse.

Michael Katz
CEN Folklife FISC
February 25, 2013
Version # 1

Form revised: December 12, 2012

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Center	Ned Dunn, 684-7212	Greg Shiring, 386-4085

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 2013 through 2018 festivals.

Background:

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 250,000 people attend this popular festival each year that features thousands of performers over the four-day Memorial Day weekend.

In May 2001, the Council passed Ordinance 120364, which authorized a one-year agreement to continue City support of Folklife. It also directed Seattle Center and Nothwest Folklife to reach a multi-year agreement which would cap the City's labor support of Folklife, while providing the festival with an increased level of stability. The parties reached a five-year agreement later that year which covered the 2002-2006 festivals and that agreement was approved by the Council in ordinance 120590. In addition to providing a cap of City labor support of the festival, which is annually adjusted for inflation, the agreement also incentivized Folklife to control costs by splitting any labor savings below the cap. This agreement, combined with increased sponsorships, voluntary contributions and performers giving their time without charge, has allowed Northwest Folklife to continue to present the festival at no charge to the public.

In May 2007, Council passed Ordinance 122389 which approved a new six-year agreement covering the 2007-2012 festivals. The agreement continued the support of a set amount of labor dollars as well as the financial incentive for Folklife to control their costs by providing them a rebate of half the labor savings. This proved successful as Northwest Folklife was able to keep its costs below the labor credit in five of the seven years, as shown in the table below, covered by Ordinance 122389. For the two years expenses exceeded the credit amount, Seattle Center invoiced Northwest Folklife for the overage.

	2007	2008	2009	2010	2011	2012
Over / (Under) Labor Credit	$(12,670)	$(13,816)	$(3,794)	$(4,476)	$6,790	$733

This current agreement once again continues the support provided for in the previous agreement. In 2013, the labor credit will be equal to $238,315. Additionally, Seattle Center will provide garbage disposal and transfer of recyclable materials as has been the case previously. 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 volunteers, performers, donors and staff.

City support for Folklife is partially offset by revenue from parking, monorail, and Armory 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.

Please check one of the following:

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Appropriations:

Fund Name and Number	Department	Budget Control Level*	2013 Appropriation	2014 Anticipated Appropriation
TOTAL				

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

Appropriations Notes:

Appropriation authority for support of the Northwest Folklife Festival is included in Seattle Center's 2013 Adopted and 2014 Endorsed Budgets. The estimated support for the 2013 Folklife Festival is:

$238,315 – Labor
$11,000 – Garbage/Recycling fees
$249,315 – Total

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2013 Revenue	2014 Revenue
TOTAL				

Revenue/Reimbursement Notes:
As noted above, City support for Folklife is partially offset from revenue from parking, monorail, and Armory merchants. The revenue from these activities is already assumed in the 2013 Adopted and 2014 Endorsed Budgets.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact:

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2013 Positions	2013 FTE	2014 Positions*	2014 FTE*
TOTAL							

** 2014 positions and FTE are total 2014 position changes resulting from this legislation, not incremental changes. Therefore, under 2014, please be sure to include any continuing positions from 2013.*

Position 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 & #	Department	Budget Control Level*	2013 Expenditures	2014 Anticipated Expenditures
TOTAL				

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

Spending/Cash Flow Notes:

Other Implications:

a) Does the legislation have indirect financial implications, or long-term implications?

The Folklife Festival draws hundreds of thousands of visitors to the Seattle Center campus each year. Many of these visitors utilize the Center's parking facilities, producing a substantial amount of parking revenue for the department. Additionally, many visitors utilize the monorail or dine at one of the Armory's eating establishments. Those revenues are also a function of having such large crowds on campus for four consecutive days.

b) What is the financial cost of not implementing the legislation?

By not supporting Folklife, it is highly probably that Northwest Folklife would not be in a financial position to continue producing the festival. In doing so, Seattle Center would save approximately $250,000 in labor and garbage/recycling costs. However, the department would also recognize a substantial decrease in parking revenue. Monorail and Armory revenue would decline as well. Finally, the city would lose one of the most highly regarded and best attended folk arts festivals in North America. With that would also go the indirect revenues of thousands of visitors from outside the region.

c) Does this legislation affect any departments besides the originating department?

No.

d) What are the possible alternatives to the legislation that could achieve the same or similar objectives?

There are none.

e) Is a public hearing required for this legislation?

No.

f) Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

g) Does this legislation affect a piece of property?

No.

h) Other Issues:

List attachments to the fiscal note below:

City of Seattle
Office of the Mayor

March 19, 2013

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

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 Folklife Festival will continue to be held at Seattle Center each year from 2013 through 2018, with the City providing free use of the grounds and facilities of Seattle Center, as well as direct labor support, garbage and recycling services, and parking for festival volunteers, performers, donors, and staff. Consistent with the previous agreement, the dollar value of the City's labor support is capped, at $238,315 in 2013 dollars, with annual CPI adjustments. The City shares any labor savings below the cap in order to provide Folklife with an incentive to control costs. Labor costs above the cap are covered 100% by Folklife. Sponsorship, voluntary donations, and performers giving their time free of charge, coupled with the City of Seattle's support, enable the Folklife Festival to be presented at no charge to the public. The City's costs are partially offset from parking, monorail, and Armory food 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 Northwest Folklife Festival is a signature Seattle Center event enjoyed by an estimated quarter million people each year. This agreement continues this long-standing tradition for our community. Thank you for your consideration of this legislation. Should you have questions, please contact Ned Dunn at 684-7212 or John Merner at 684-7124.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

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