#12

Dan Iverson/Charles Ng
DPR Long Term Concession Leases 2014 ORD
August 7, 2014
Version #3

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 118198

AN ORDINANCE relating to food and beverage concessions in several City of Seattle parks; authorizing the Superintendent of the Department of Parks and Recreation to enter into five-year concession lease agreements with food service providers to provide food services at Gas Works Park, West Green Lake Beach and Madrona Park.

WHEREAS, the City's Department of Parks and Recreation ("DPR") wishes to improve the quality and consistency of operation of its Gas Works, West Green Lake Beach and Madrona Park food service concessions for the benefit of Parks users; and

WHEREAS, in November 2011, DPR advertised a Request for Proposal (RFP) process for long-term food service providers in parks, which included the concession buildings in the above parks; and

WHEREAS, food service providers Walid Al Abtan and Manal R. Sahmarani were selected as a result of this RFP process as offering proposals that are most advantageous to the City of Seattle, and DPR has negotiated concession lease agreements with these providers; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Superintendent of the Department of Parks and Recreation ("Superintendent"), or his designee, is authorized to execute for and on behalf of the City five-year concession lease agreements for the use and operation of the City's Gas Works Park, West Green Lake Beach and Madrona Park food services concession stands, substantially in the form of the following agreements:

Gas Works Park Concession Lease between the City of Seattle and Walid Al Abtan and Manal R. Sahmarani (DBA GoGo Ice Cream), attached hereto as Attachment 1; and

Madrona Park Concession Lease between the City of Seattle and Walid Al Abtan and Manal R. Sahmarani (DBA GoGo Ice Cream), attached hereto as Attachment 2; and

West Green Lake Beach Concession Lease between the City of Seattle and Walid Al Abtan and Manal R. Sahmarani (DBA GoGo Ice Cream), attached hereto as Attachment 3.

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 _____, 2014, and signed by me in open session in authentication of its passage this _____ day of _____, 2014.

_____

President _____ of the City Council

Approved by me this ____ day of _____, 2014.

_____

Edward B. Murray, Mayor

Filed by me this ____ day of _____, 2014.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Gas Works Park Concession Lease Between the City of Seattle As Landlord and Walid Al Abtan and Manal R. Sahmarani DBA GoGo Ice Cream as tenant

Attachment 2: Madrona Park Concession Lease Between the City of Seattle As Landlord and Walid Al Abtan and Manal R. Sahmarani DBA GoGo Ice Cream as tenant

Attachment 3: West Green Lake Beach Concession Lease Between the City of Seattle As Landlord and Walid Al Abtan and Manal R. Sahmarani DBA GoGo Ice Cream as tenant

Dan Iverson
DPR Long Term Concession Leases 2014 ORD ATT 1
June 26, 2014
Version #2

Attachment 1

GAS WORKS PARK CONCESSION LEASE BETWEEN

THE CITY OF SEATTLE, AS LANDLORD

AND

WALID AL ABTAN AND MANAL R. SAHMARANI, DBA GOGO ICE CREAM AS TENANT

Attachment 1

GAS WORKS PARK CONCESSION LEASE

THIS GAS WORKS PARK CONCESSION LEASE ("Lease") is entered into by and between **THE CITY OF SEATTLE** ("Landlord"), a city of the first class of the State of Washington, acting through its Department of Parks and Recreation and its Superintendent, and **WALID AL ABTAN and MANAL R. SAHMARANI**, dba GoGo Ice Cream, ("Tenant"), sole proprietors.

Landlord and Tenant covenant and agree as follows:

1. Lease Data; Exhibits. The following terms shall have the following meanings, except as otherwise specifically modified in this Lease:

A. Building: Gas Works Park CONCESSION STAND 2101 N. Northlake Way, Seattle, King County, Washington 98103, situated on real property described more particularly in Subsection 2.A.

B. Premises: A Rentable Area (as defined in Subsection 2.B) consisting of approximately 150 Rentable Square Feet located at the north west corner of the Building, as outlined on the floor plan of the Building attached hereto as Exhibit A (the "Floor Plan of Premises").

C. Commencement Date: The date when signed by both the Superintendent of the Seattle Department of Parks and Recreation ("Superintendent") and the Tenant following an authorizing ordinance of Seattle City Council.

D. Expiration Date: The fifth anniversary of the Commencement Date unless the Term of this Lease is extended pursuant to Subsection 3.B.

E. Rent: Tenant shall pay (1.) Percentage Rent and (2.) Additional Charges.

1. Percentage Rent. Tenant shall pay Landlord Percentage Rent in accordance with the terms of Section 4.
Percentage Rent. Percentage Rent is 10.0% of Tenant's Gross Receipts per month, or a minimum monthly payment of $350, whichever is greater, for the months of May, June, July, August

and September. For the months of October, November, December, January, February, March and April, the Tenant may notify Parks in advance that Tenant intends to cease operation and pay instead $50 per month to store equipment in place at the Premises. Should Tenant chose to continue operation for any of the months between October and April, Tenant shall pay 10.0% of Gross Receipts for the month or a minimum monthly payment of $50, whichever is greater.

As used in this Lease, "Gross Receipts" means the value proceeding or accruing from the sale of foods, services, and business transactions of every kind occurring on the Premises without any deduction for costs of products sold, material used, labor, or other expenses whatsoever paid or accrued. It excludes Washington State Sales Taxes collected from purchaser, or other excise taxes imposed by any government directly on sales or services to be charged to the consumer although collected by the seller.

2. Additional Charges. Whether or not so designated, all other sums due from Tenant under this Lease, including but in no way limited to leasehold excise taxes and the electric utility charge under Section 8.A, shall constitute Additional Charges, payable when specified in this Lease, and if not so specified, within ten (10) days of demand therefore.

F. Security Deposit: $500.00.

G. Permitted Use: Tenant shall use the Premises in a manner compatible with the use of Gas Works Park for public parks and recreation purposes, as determined in the opinion of the Superintendent. As set forth in the previous sentence, the Premises shall only be used by the Tenant for the provision of food service offering a menu approved by the Landlord. The menu shall include a selection of at least five food healthy menu items and five beverage healthy menu items. Whether a particular item constitutes a healthy menu item shall be determined by Landlord. The menu shall not include alcoholic beverages. The Premises shall be called "GoGo Ice Cream". Tenant shall sell nothing in a glass container. The Premises shall be used for no other purpose without the prior written consent of the Superintendent.

Attachment 1

H. Notice Addresses:

To Landlord: Seattle Parks and Recreation
Contract Administration Support Office
800 Maynard Ave S Suite 300
Seattle, WA 98134
Attn: Concession Coordinator

To Tenant: GoGo Ice Cream
340 15th Ave E Ste. 202
Seattle, WA 98112 5156
Attn: Walid Al Abtan or Manal R. Sahmarani

I. Exhibits: The following exhibits are made a part of this Lease:

Exhibit A - Gas Works Concession Stand and Park
Exhibit B - Concession Monthly Report Form
Exhibit C - Legal Description

2. Premises.

A. Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises (the "Premises") referenced in Section 1. The Premises are a portion of the Building which is located at 2101 N. Northlake Way, Seattle WA 98103 on a portion of real property commonly known as Gas Works Park, which Building is legally described on Exhibit C.

B. Condition. The Premises are leased by Landlord and accepted by Tenant in an "**as is**" condition. Tenant may make Tenant improvements only in accordance with the terms of this Lease.

3. Lease Term.

A. Term of Lease. This Lease shall be for a term ("Lease Term" or "Term") beginning on the Commencement Date specified in Subsection 1.C and ending on the Expiration Date specified in Subsection 1.D, unless the Lease Term is terminated earlier in accordance with the provisions of this Lease. Notwithstanding the foregoing, all provisions of this Lease other than those relating to payment of Rent shall become effective upon the date that Tenant

or any of its officers, employees, agents or contractors is first present on the Premises, whether for inspection, construction, installation or any other purpose. Once fully executed, this Lease supersedes any prior agreement between the parties regarding the Premises.

B. Early Termination. Either party may terminate this Lease prior to the Expiration Date for any or no reason upon notice to the other party of at least thirty (30) days. If Tenant terminates this Lease pursuant to this paragraph, then the Security Deposit shall be forfeited to Landlord. Early termination pursuant to this paragraph shall have no effect on any obligation of Tenant under the Lease that, by its terms, survives the expiration or sooner termination of the Lease. If Landlord terminates pursuant to this paragraph, the disposition of the Security Deposit shall be in accordance with Section 6 of this Lease.

4. Rent.

Beginning on the Rent Commencement Date and thereafter on or before the tenth (10^{th}) calendar day of each month, Tenant shall pay to Landlord at the address and to the account specified by Landlord, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States, the Percentage Rent or minimum monthly payment specified in Subsection 1.E. The "Rent Commencement Date" shall be the tenth day of the calendar month following the month in which the Commencement Date occurred. The Percentage Rent or minimum monthly payment is payable in arrears, and the last payment shall be due within ten (10) days of the last day of the Term.

Along with Percentage Rent, Tenant shall submit a Monthly Concession Report on or before the tenth (10^{th}) calendar day of each month during which Tenant operates the concession. A Monthly Concession Report form is attached as Exhibit B.

Tenant shall further pay to Landlord Additional Charges as and when specified elsewhere in this Lease, but if not specified, then within ten (10) days after demand. As an Additional Charge tenant shall pay to Landlord on the tenth (10^{th}) of each calendar month the then applicable leasehold excise tax. As reasonably determined by Landlord, Additional Charges shall be prorated on a daily basis for any partial month within the Lease Term.

Attachment 1

5. Late Charge; Interest.

If Tenant fails to pay any Rent or Additional Charge due hereunder within ten (10) days after the due date, a late charge equal to twenty five dollars ($25.00) plus one percent (1%) of the unpaid balance shall both be assessed and be immediately due and payable. In addition, interest shall accrue at the rate of one percent (1%) per month on any Rent or Additional Charge that is not paid when due. If Tenant defaults in making any payment of Rent or Additional Charges, Landlord shall have the right to require that subsequent Rent or Additional Charges payments be made by cashiers or certified check.

6. Security Deposit.

Tenant shall, within two (2) business days after receiving a fully executed copy of this Lease, deposit with Landlord the sum specified in Subsection 1.F of this Lease. This sum shall belong to Landlord and shall constitute partial consideration for the execution of this Lease, subject only to repayment when required in this section. Landlord shall pay Tenant the remaining balance thereof, without any liability for interest thereon, within thirty (30) days after the expiration or prior termination of the Lease Term, or any extension thereof, if and only if Tenant has fully performed all of its obligations under the terms of this Lease. Landlord shall be entitled to withdraw from the deposit the amount of any unpaid Rent or Additional Charges or other amounts not paid to Landlord when due, and Tenant shall immediately redeposit an amount equal to that so withdrawn within ten (10) days after the Landlord's demand therefore.

7. Tenant's Operations.

A. Use of Premises. Tenant shall use the Premises only for the Section 1 Permitted Use. Tenant shall maintain the Premises in a clean, orderly and neat fashion and shall neither commit waste nor permit any waste to be committed thereon. Tenant shall not permit any accumulation of trash on or about the Premises.

B. Unlawful Use. Tenant shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. Tenant shall promptly comply, at its sole cost and expense, with

all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises including but not limited to 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.

C. Liens and Encumbrances. Tenant shall keep the Premises and Building free and clear of, and shall indemnify, defend and hold Landlord harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or its use, improvement or occupancy of the Premises by Tenant or any of its principals, officers, employees or agents. If any lien is so filed against the Premises or Building, Tenant shall either cause the same to be fully discharged and released of record within ten (10) days after Landlord's demand therefore or within such period, provide Landlord with cash or other security acceptable to Landlord in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. Landlord shall have the right to disburse such security to cause the removal of the lien if a judgment is entered against Tenant in the lien proceeding or if Landlord otherwise deems such necessary, in Landlord's sole discretion.

D. Hazardous Substances. Tenant shall not, without Landlord's prior written consent, keep on or about the Premises or Building any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"). Tenant shall be fully and completely liable to Landlord for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. Tenant shall indemnify, defend and hold Landlord harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon Landlord (as well as Landlord's

attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances.

8. Utilities and Services.

A. General. Tenant shall pay a flat fee of $35 a month for electrical service during months when concession is operational. Tenant shall pay when due and directly to the appropriate company all bills for telephone and communication services due to its occupancy and use of the Premises. All other utilities to the Premises shall be paid by the Landlord.

B. Refuse Collection. Tenant shall provide at the Premises a minimum of two 50-gallon trash cans for use by Tenant's customers. Tenant shall each day remove and dispose of the contents of all Tenants' trash cans in a legal manner and at its sole cost and expense. Landlord may on occasion, but is not obligated to, provide dumpsters into which Tenant may empty its trash cans. On any day that Landlord provides dumpsters, Landlord will remove the contents of the dumpsters at its sole cost.

C. Recycling. Tenant shall provide its customers with receptacles for recycling. Tenant, at no cost to Landlord, shall collect, sort and separate into such categories as may be legally required, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by Landlord, which receptacles shall be dumped or removed from the Premises at such minimum frequency as shall be specified by Landlord.

D. Security Systems. Landlord may supply the building with a security system operated by a company of its choosing. In such event, Landlord shall provide Tenant the security code to access the Premises, and Tenant shall arm the system at the close of business each day. Landlord shall not be responsible for any failure of the security system.

E. Interruption. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond

Landlord's reasonable control shall be deemed an eviction of Tenant or to relieve Tenant from any of Tenant's obligations hereunder or to give Tenant a right of action against Landlord for damages. Tenant acknowledges its understanding that there may be Landlord-planned utility outages affecting the Building and that such outages may interfere, from time to time, with Tenant's use of the Premises. Landlord shall endeavor to provide Tenant with forty-eight (48) hours prior notice of any Landlord-planned electricity outage in the Building but shall not be liable to Tenant for Landlord's failure to provide such notice. Landlord has no obligation to provide emergency or backup power to Tenant. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Tenant.

9. Licenses and Taxes.

Without any deduction or offset whatsoever, Tenant shall be liable for, and shall pay prior to delinquency, all taxes, license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes and other impositions levied with respect to all personal property located at the Premises or otherwise arising out of Tenant's operations on the Premises; Tenant shall pay all fees, charges, or costs, for any governmental inspections or examinations relating to Tenant's use and occupancy of the Premises, and shall pay all taxes on the leasehold interest created by this Agreement (e.g., leasehold excise taxes). The appropriate payment for leasehold excise taxes shall be remitted to Landlord with each percentage rent payment. Leasehold excise tax shall be listed separately on each Monthly Concessions Report. Tenant shall provide Landlord a copy of its current City of Seattle business license prior to placing any equipment on the Premises. Tenant shall assume all responsibility for obtaining and maintaining all applicable licenses necessary for its operations and paying all associated costs and expenses. Tenant shall keep all licenses current throughout the Lease Term and shall provide copies of all licenses to Landlord at the notice address listed in Section 1.

10. Alterations by Tenant.

Any future plans for improvements or alterations to the Premises by Tenant must be reviewed and approved by the Superintendent. Tenant shall not make any alteration or improvement to the Premises without the Superintendent's prior written approval. Any and all alterations,

additions, renovations, or improvements affixed to or incorporated into the Premises shall remain in and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Agreement; provided, to the extent that the Superintendent determines in its sole discretion that it approves and that it is practicable, Tenant may remove any approved improvements at Tenant's sole expense. If so removed, Tenant shall repair at its sole expense any damage done to the Premises as a result of such removal. Tenant shall be responsible for obtaining all permits, licenses and meeting all applicable development and construction standards or other requirements including but not limited to compliance with applicable building codes and with the Americans with Disabilities Act (ADA). Tenant expressly acknowledge that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that such instances, the ADA requirements shall control.

11. Care of Premises.

A. General Obligation. Tenant shall take good care of the Premises and shall reimburse Landlord for all damage done to the Building or Premises that results from any act or omission of Tenant or any of Tenant's officers, contractors, agents, invitees, licensees or employees, including, but not limited to, cracking or breaking of glass. Tenant shall maintain its equipment in good working condition at no cost to Landlord. Tenant shall provide and keep on the Premises at all times a fire extinguisher meeting code requirements. Tenant shall comply with all fire code regulations pertaining to its equipment on the Premises.

B. Custodial Obligation. Tenant shall at its own expense, at all times, keep the Premises and areas immediately adjacent thereto in a very neat, clean, safe, and sanitary condition; keep the glass of all windows and doors clean and presentable, and shall remove snow and ice. Tenant shall furnish all cleaning supplies and materials needed to operate the concession in the manner prescribed in this Lease; Tenant shall provide all necessary janitorial service to adequately maintain the inside of the Premises. Tenant shall be responsible for keeping the sidewalks immediately adjacent to the perimeter of the Premises free of litter and clean of spills resulting from Tenant's operations.

If Tenant fails to take good care of the Premises, Landlord, at its option, may do so, and in such event, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as an Additional Charge. Landlord shall have the right to enter the Premises

for such purposes. Landlord shall not be liable for interference with light, air or view. All normal repairs necessary to maintain the Building in a reasonable condition, as determined by Landlord, shall be performed under Landlord's direction and at its expense, except as otherwise provided herein. Except as provided in the section captioned Destruction, there shall be no abatement or reduction of rent arising by reason of Landlord's making of repairs, alterations or improvements.

C. Prohibited Equipment. No gas, coal, charcoal, or similar portable cooking equipment is permitted inside or outside the Premises unless prior written approval is obtained from the Superintendent, and unless all required permits are obtained by Tenant. Vending machines are prohibited on or about the Premises.

12. Surrender of Premises.

At the expiration or sooner termination of the Lease Term, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by Landlord), reasonable wear and tear excepted. Prior to such return, Tenant shall remove its personal property and moveable trade fixtures and appliances and equipment that have not been attached to the Premises, and shall repair any damage resulting from their removal. In no event shall Tenant remove floor coverings; heating, ventilating and air conditioning equipment; lighting equipment or fixtures; or floor, window or wall coverings unless otherwise specifically directed by Landlord in writing. Tenant's obligations under this paragraph shall survive the expiration or termination of this Lease. Tenant shall indemnify Landlord for all damages and losses suffered as a result of Tenant's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis. Tenant shall surrender all keys to the Premises or Building to Landlord.

If upon expiration or ten (10) days after termination of this Lease Tenant has not removed its personal property and moveable trade fixtures and appliances and equipment, Landlord may, but need not, remove Tenant's personal property and hold it for the Tenant, or place the same in storage, all at the expense and risk of the Tenant. Tenant shall reimburse Landlord for any expense incurred by Landlord in

connection with such removal and storage. Landlord shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from Tenant to Landlord; the balance, if any, shall be paid to the Tenant.

13. Waiver; Indemnification.

A. Tenant's Indemnification. Except as otherwise provided in this section, Tenant shall indemnify, defend (using legal counsel acceptable to Landlord) and save Landlord, its officers, agents, employees and contractors, harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Landlord's 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) Tenant's occupation, use or improvement of the Premises, or that of any of its employees, agents or contractors, (ii) Tenant's breach of its obligations hereunder, or (iii) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of any of the same in or about the Building. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the Lease Term shall survive termination or expiration of this Lease. The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Premises. **LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

B. Release of Claims. Tenant hereby fully and completely waives and releases all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to any defect in or failure of Building equipment; any

failure to make repairs; any defect, failure, surge in, or interruption of Building facilities or services; broken glass; water leakage; the collapse of any Building component; or any act, omission or negligence of any licensees or any other persons or occupants of the Building.

C. Limitation of Tenant's Indemnification. In compliance with RCW 4.24.115 as in effect on the date of this Lease, all provisions of this Lease pursuant to which Landlord or Tenant (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to Persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Building, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; PROVIDED, HOWEVER, the limitations on indemnity set forth in this section shall automatically and without further act by either Landlord or Tenant be deemed amended so as to remove any of the restrictions contained in this section no longer required by then applicable law.

14. Insurance.

A. Tenant-Provided Insurance Coverages and Limits of Liability

(1) Prior to the commencement of any Premises use under this Lease, Tenant shall maintain, in full force and effect, at no expense to Landlord, insurance as specified below:

(a) **Commercial General Liability (CGL) insurance including:**

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Stop Gap/Employers Liability
- Independent Contractors

SEATTLE CITY CLERK

Attachment 1

- Fire/Tenant Legal

Such insurance shall provide a minimum limit of liability of $1,000,000 each occurrence bodily injury and property damage combined single limit (CSL) except:

$1,000,000 each offense Personal/Advertising injury
$ 500,000 Fire/Tenant Legal
$1,000,000 each accident/disease/employee Stop Gap/Employers Liability

(b) **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of $1,000,000 CSL.

(c) **Workers' Compensation** insurance securing Tenant's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

(d) **Property Insurance** under which the Tenant's furniture, fixtures, equipment and inventory and all alterations, additions, improvements that Tenant makes to the Premises and trade fixtures that Tenant installs within the Premises (Tenant Property) are insured throughout the Lease Term on a replacement cost basis against the following perils: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Tenant's business. Landlord shall be provided with an insurer's waiver of subrogation and, in addition, a waiver of rights of recovery as respects to any deductible amount under such insurance.

B. Landlord-Provided Insurance Coverages and Limits of Liability. Prior to the commencement of any Premises use under this Lease, Landlord shall secure and shall thereafter maintain,

in full force and effect throughout the entire Lease Term, all risks of direct of direct physical loss or damage property insurance or self-insurance on the Building (excluding Tenant Property) on a replacement cost basis. Tenant shall be provided with an insurer's waiver of subrogation and, in addition, a waiver of rights of recovery for any deductible amount expended by the City except to the extent to which both (1) Tenant may be responsible for loss of damage to the Building, and (2) Tenant's Fire/Tenant Liability insurance responds to such liability.

C. General Requirements Regarding Tenant's Insurance; Adjustments (Not Applicable to Worker's Compensation Insurance.

(1) The insurance required by Subsections 14.A (1) (a) and (b) shall be endorsed to include the City of Seattle as an additional insured for primary and non-contributory limits of liability and shall not be cancelled without a forty-five (45) day written notice of cancellation, except thirty (30) days for surplus lines policies and ten (10) days as respects cancellation for non-payment of premium, to the Landlord in accordance with the provisions of RCW 48.18.290 ("Cancellation by insurer"). Such notice shall be delivered to Landlord at its address as specified in or pursuant to Subsection 1.H hereof.

(2) All insurance policies required hereunder shall be subject to approval by the Landlord's Risk Manager as to company, form and coverage. All policies shall be issued by a company rated A–:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines licensed insurance broker.

(3) Any deductible or self-insured retention in excess of $2,500 must be disclosed to, and shall be subject to approval by, the Landlord's Risk Manager. The cost of any claim payments falling within a deductible or self-insured retention shall be the responsibility of Tenant.

(4) Coverage and/or limits may be altered or increased as necessary to reflect type of or exposure to risk. Landlord shall have the right to periodically review the appropriateness of such

coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.

D. Evidence of Insurance (Not Applicable to Worker's Compensation Insurance)
The following documents must be delivered to the Landlord at its address as specified in or pursuant to Subsection 1.H hereof, as evidence of the insurance coverage secured and maintained by Tenant:

(1) On or before the Commencement Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(a) A copy of each policy's declarations page showing the insuring company, policy period, limits of liability and a copy of each policy's schedule of forms and endorsements;

(b) A copy of policy provisions or endorsements documenting that the City of Seattle is an Additional Insured for primary and non-contributory limits of liability;

(c) A copy of the policy provisions documenting that coverage shall not be cancelled without a forty-five (45) day written notice of cancellation to the Landlord, except 30 days for surplus lines policies and ten (10) days as respects cancellation for non-payment of premium, in accordance with the provisions of RCW 48.18.290 ("Cancellation by insurer").

(2) Pending issuance of the documentation specified in Subsection 14.C (1) hereof, binders and evidence of property insurance may be furnished to documenting compliance with the provisions of this Section 14 in lieu of declarations pages and schedule of forms and endorsements.

(3) Within thirty (30) Days after Tenant's receipt of Landlord's written request therefore, a certified true and complete copy of each policy.

E. Reconstruction Following Loss. Landlord shall proceed with reasonable diligence as soon as sufficient insurance and other funds are available therefore, to prepare plans and

CITY CLERK

specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Building and the Premises (excluding Tenant Property) that have been damaged by any insured casualty to their former condition, or (b) to replace the Premises (excluding Tenant Property) and all improvements made thereto with a facility of a quality and usefulness for the activities contemplated in this Lease that is at least equivalent to, or more suitable than, the Building and Premises that were damaged or destroyed. Tenant shall proceed with reasonable diligence as soon as sufficient insurance and other funds are available to repair, restore and or replace its Tenant Property so as to resume activities as contemplated in this Lease.

F. Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Tenant.

15. Assignment or Sublease.

Tenant shall not sublet or encumber the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of Landlord. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. Any assignment or sublease, without Landlord's prior written consent, at Landlord's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Tenant's outstanding voting stock, shall constitute an assignment for the purposes of this Lease. If Tenant is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

16. Destruction.

If the Premises are rendered partially or totally untenantable by fire or other casualty, Landlord may elect to terminate this Lease and/or cause repairs to be made. Rent shall be abated in the proportion that the untenantable portion of the Premises bears to the whole thereof, as

determined by Landlord, for the period from the date of the casualty to the completion of the repairs, unless the casualty results from or is contributed to by the negligence of Tenant or any of its officers, contractors, agents, invitees, guests or employees or Tenant's breach of this Lease. If thirty percent (30%) or more of the Building floor space is destroyed or damaged, then regardless of whether the Premises are damaged or not, Landlord may elect to terminate this Lease. Landlord shall advise Tenant of Landlord's election to repair or terminate by giving notice to Tenant thereof within thirty (30) days after the occurrence. In the event of damage by casualty, Tenant shall, at its sole cost and expense, repair all damage to its own personal property and to all improvements that Tenant has made to the Premises. Landlord shall not be liable to Tenant for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Building or Premises.

17. Eminent Domain.

A. Taking. If all or a portion of the Premises are taken by Eminent Domain, this Lease shall terminate as of the date Tenant is required to vacate any portion of the Premises and all Rent and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If this Lease is so terminated, all Rent and Additional Charges shall be paid to the date of termination.

B. Award. Landlord reserves all rights to the entire damage award or payment for any taking by Eminent Domain, and Tenant waives all claims whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any rights Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as Landlord, from time to time, may request. Tenant, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in moving Tenant's merchandise, furniture, trade fixtures and equipment, provided, however, that Tenant may claim such

damages only if they are awarded separately in the eminent domain proceeding and not out of or as part of Landlord's damages.

18. Default by Tenant.

A. Definition. If Tenant violates or breaches or fails to keep or perform any covenant, term or condition of this Lease, or if Tenant abandons, deserts, vacates, or otherwise removes its operations from the Premises without the prior consent of Landlord, Tenant shall be deemed in default hereunder (a "Default"). If a Default continues for or is not remedied within ten (10) days (or, if no default of any monetary obligation is involved, within thirty (30) days) after written notice thereof has been given by Landlord to Tenant specifying the Default, then Landlord shall have the following nonexclusive rights and remedies, at its option: (i) to cure such default on Tenant's behalf and at Tenant's sole expense and to charge Tenant for all costs and expenses incurred by Landlord in effecting such cure as an Additional Charge; or (ii) to elect at any time to terminate this Lease and all of the rights of Tenant in or to the Premises. Notwithstanding the foregoing time frames, if Tenant's Default is a violation of any health regulation, as determined by the Seattle King County Department of Health, then Landlord may terminate this Lease immediately.

If Landlord elects to terminate this Lease, Tenant shall also be liable to City for all amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result there from, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

19. Landlord's Remedies Cumulative; Waiver.

Landlord's rights and remedies hereunder are not exclusive, but cumulative, and Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that Landlord may have under this Lease or by law or in equity. Neither the acceptance of rent

nor any other act or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to stop Landlord at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

20. Attorneys' Fees.

If either party retains the services of an attorney in connection with enforcing the terms of this Lease, each party agrees to bear its own attorneys' fees and costs.

21. Access by Landlord.

Landlord and its agents shall have the right to enter the Premises at any time to examine the same and to make such repairs, alterations, additions or improvements to the Premises or Building as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in an emergency, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefore. Nothing contained herein shall be construed to impose upon Landlord any duty of repair or other obligation not specifically stated in this Lease. Tenant shall change the locks to the Premises only through Landlord and upon paying Landlord for all costs related thereto.

22. Holding Over.

Unless otherwise agreed in writing by the parties hereto, any holding over by Tenant after the expiration of the Lease Term, whether or not consented to by Landlord, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein. Any holdover tenancy may be terminated by either party by written notice delivered to the other party not later than twenty (20) days prior to the end of the final month. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant shall indemnify, defend and hold harmless Landlord from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting

the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure.

23. Notices.

Any notice, demand or request required hereunder shall be given in writing to the party's address set forth in Section1.H hereof by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail.

24. Tenant Authority and Liability.

Tenant warrants that this Lease has been duly authorized, executed and delivered by Tenant, and that Tenant has the requisite power and authority to enter into this Lease and perform its obligations hereunder. Tenant covenants to provide Landlord with evidence of its authority and the authorization of this Lease upon request.

25. Continuous Operation.

Tenant shall keep the Premises open and use them to transact business with the public daily during hours as designated below or as otherwise may be designated by the Superintendent. Subject to the approval of the Superintendent, Tenant may, upon posting a written notice to the public of not less than one week in duration prior to any approved

closure, close the Premises for a reasonable period for repairs or any approved remodeling, or for taking inventory. Tenant shall close to accommodate construction by Landlord of public improvements upon one week's notice from the Superintendent. Tenant shall furnish an approved sign at the Premises entrance advising the public of any approved closure.

Minimum hours of operation of the Premises are as follows:

Jan-February— 0 hrs required, concessionaire may choose to open
March-April — 8 hours per weekend
May - June — 12 hours per weekend, 10 hours per Monday-Friday
July-August — 16 hours per weekend, 40 hours per Monday-Friday
Sept — 12 hours per weekend, 10 hours per Monday-Friday
Oct - Nov — 8 hours per weekend
Dec — 0 hrs required, concessionaire may choose to open

The dates and times of operation may be modified from time to time due to inclement weather and by mutual agreement of the parties hereto.

26. Standards.

Tenant recognizes that, although it is operating its facilities as an independent operator for profit, the Department of Parks and Recreation is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. Tenant, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of Gas Works Park.

Tenant shall operate and conduct the facilities on the Premises in a businesslike manner, and will not permit any conduct on the part of Tenant's employees which would be detrimental to the Landlord's operation of Gas Works Park.

Tenant shall provide sufficient personnel to adequately staff the concession at all times. All personnel shall be dressed in neat appearing attire which clearly identifies them as Tenant's employees.

In the event the City receives a substantial amount of customer complaints regarding the operation at this facility, the City will notify

the concessionaire and he/she shall take whatever action as appropriate to remedy the situation in a timely manner to the satisfaction of the City.

27. City's Control of Premises and Vicinity.

Gas Works Park and all common areas and other facilities provided by the City in or about the Premises, including any parking areas and picnic areas, are subject to the exclusive control and management by the City. Accordingly, the City may do, therefore, any and all of the following (among other activities in support of Parks and Recreation Department of other municipal objectives), all without incurring any liability whatsoever to Tenant:

Change of Vicinity. The City may increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, and parking areas in the vicinity of the Premises;

Traffic Regulation. The City may regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of Tenant and its invitees, employees, and patrons.

Display of Promotional Materials. The City may erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to and nearby the Premises.

Promulgation of Rules. The City shall promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any City park property including, but not limited to, the Premises.

Change of Businesses. The City may change the size, number, and type and identity of concessions, stores, businesses and operations being conducted or undertaken in the vicinity of the Premises.

28. Tenants Records.

Tenant shall keep true, full, and accurate books of account setting forth Gross Receipts, together with any other information which will in any way affect the determination of Percentage Rent payable under this Lease. Landlord shall be allowed after five (5) days prior notice, to inspect Tenant's books of account at the Premises and to procure audits thereof by a Certified Public Accountant. If in the judgment of such accountant Tenant's books of account are incomplete or improperly

reflect the information necessary to an accurate determination of the rents payable under this Lease, or if the audit shall show that the reports submitted by Tenant understated Tenant's Gross Receipts by more than three percent (3%) thereof for any year covered by the audit, the costs and fees for such audit shall be paid by Tenant as an Additional Charge. If such audit discloses any willful or intentional effort to understate Gross Receipts, then, at Landlord's option, Tenant may be required to surrender possession of the Premises.

Tenant shall retain all books of accounting and any other information which will in any way affect the determination of Percentage Rent payable under this Lease for a period of six (6) years after the expiration or termination of this Lease, and Tenant shall make them available for inspection at the Premises within ten (10) days of Landlord's demand therefore. This section shall survive expiration or termination of this Lease.

29. Data to State and Federal Governments.

Within ten (10) days of Landlord's request therefore, Tenant shall provide, at Tenant's sole cost and expense, necessary data relating to Tenant's use of the Premises or to any aspect(s) of this Lease, including reports or information of any kind, to enable Landlord to fully comply with any and every requirement of the State of Washington and the United States of America.

30. Force Majeure.

Landlord shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

31. Counterparts.

This Lease may be executed by the parties in counterparts, which, taken together, constitute the entire Lease.

32. Headings.

The section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the sections.

33. Context.

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

34. Time of Essence; Time Calculation Method.

Time is of the essence with respect to this Lease. Except as otherwise specifically provided, any reference in this Lease to the word "day" means a "calendar day;" provided, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Lease to the word "month" means "calendar month."

35. Entire Agreement; Applicable Law.

This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of Landlord and Tenant concerning the Premises, and there are no other agreements or understanding, oral or written, between Landlord and Tenant concerning the Premises. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This Lease shall be governed by, and construed in accordance with the laws of the State of Washington.

36. 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.

37. No Partnership.

The City shall in no event be construed to be a partner, associate, or joint venturer of the Tenant or any party associated with the Tenant.

Attachment 1

The Tenant shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

LANDLORD:
THE CITY OF SEATTLE

By: _____
[Signature]

Christopher Williams, Superintendent
Department of Parks and Recreation

TENANT:
WALID AL ABTAN or MANAL R. SAHMARANI, dba GOGO ICE CREAM

By: _____
[Signature]

_____
[Print or type name of signer]

_____
[Signature]

_____
[Print or type title of signer]

Attachment 1

STATE OF WASHINGTON)
) ss. (Acknowledgement for Lessor, The City of Seattle)
COUNTY OF KING)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Christopher Williams, known to me to be the Superintendent of the Department of Parks and Recreation of **THE CITY OF SEATTLE**, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____ _____
[Signature] *[Printed Name]*

NOTARY PUBLIC in and for the State of Washington residing at _____
_____.
My commission expires _____.

STATE OF _____)
) ss. (Acknowledgement for Tenant)
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing Lease as Tenant; and acknowledged to me that _____he/she signed the same as his/her free and voluntary act and deed of said entity for the uses and purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.

_____ _____
[Signature] *[Printed Name]*

Attachment 1

NOTARY PUBLIC in and for the State of _____ residing at ____
_____

My commission expires _____.

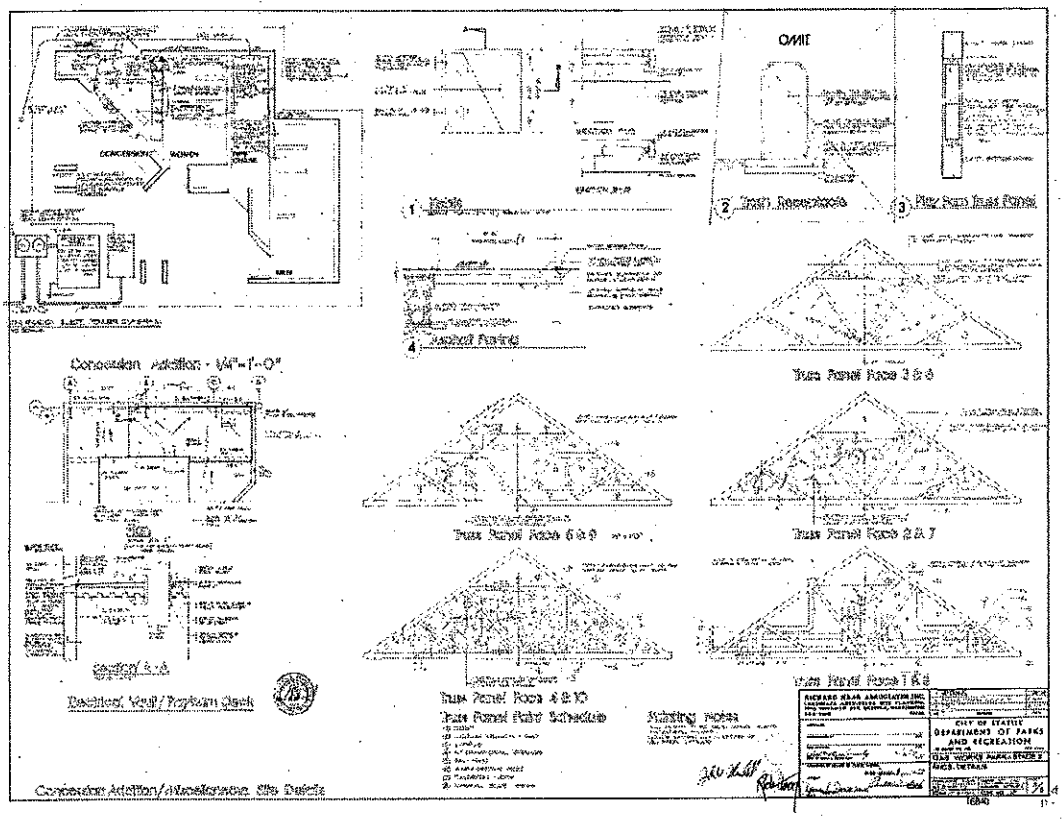
Attachment 1

EXHIBIT A GAS WORKS CONCESSION STAND AND PARK

GAS WORKS

Attachment 1

Exhibit A Gas Works Concession Stand Floor Plan



Attachment 1

PERMIT EXHIBIT B - CONCESSION MONTHLY REPORT OF GROSS SALES

Concessionaire Name: _____

For Month of: _____ Year: 201__

Concession Location: _____ Park

Total Gross Sales Listed On Page 2:	$_____.____	"A"
Less Sales Tax Collected:	$_____.____	"B"
Equals Net Sales (A minus B):	$_____.____	"C"
Concession Fee Dollar Amount From Your Permit:	$_____.____	"D"
State Leasehold Excise Tax (12.84% times of D):	$_____.____	"E"
Late Fee If Paid After the 10th Of The Month	$ 25.00	(F)
Interest If Applicable	$_____	(G)
TOTAL REMITTED (H=D + E+F+G) to Parks:	$_____.____	"H"

F & G Are Only Applicable For Late Payments

Make your check payable to "Seattle Parks" and mail your check and this Monthly Report to reach Seattle Parks by the 10th day of the month following the month being reported.

Mail total Payment ("H") to: The City of Seattle Parks and Recreation, Attn. Dan Iverson, Department Concessions Coordinator, 800 Maynard Ave S. Suite #300, Seattle, WA 98134

I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.

Signed: _____ **Date:** _____, ___ **201**_____
(month) (day)

Attachment 1

Daily Sales Record

Concessionaire Name: _____ For The Month: _____, 2014

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		$.	17	/		$.
2	/		$.	18	/		$.
3	/		$.	19	/		$.
4	/		$.	20	/		$.
5	/		$.	21	/		$.
6	/		$.	22	/		$.
7	/		$.	23	/		$.
8	/		$.	24	/		$.
9	/		$.	25	/		$.
10	/		$.	26	/		$.
11	/		$.	27	/		$.
12	/		$.	28	/		$.
13	/		$.	29	/		$.
14	/		$.	30	/		$.
15	/		$.	31	/		$.
16	/		$.		Total Of All Days Post To "A" On Page 1		$.

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: _____

Attachment 1

(If you operate more than one City of Seattle concession site, submit a complete set of 2 pages of this Monthly Report for each site.)

Attachment 1

EXHIBIT C. Legal Description of Gas Works location

Located in the NE ¼ of Section 19, Twn 25 N, Range 3 E, WM, and in the NW ¼ of Section 20, Twn 25 N, Range 3 E, WM in the City of Seattle, County of King, State of Washington. Commencing at the Section Corner common to sections 17, 18, 19,& 20 thence S 00° 14' 33" W on the common line between sections 19 & 20, a distance of 12.76 feet to an intersection with the south margin of Northlake Way N. and the TPOB of this description.
Thence continuing S 00° 14' 33" W a distance of 7.34 feet to the NE corner of Block 4 as platted in Burke's 1st Addition (vl, p236), thence S 89° 45'56" E, a distance of 189.76 feet to the NE corner of block 42 as platted Lake Union Shorelands, said corner being coincident with the NW corner of Waterway #19, as platted in said Lake Union Shorelands,
Thence S 23°06'22" E, a distance of 287 feet more or less to the shoreline of Lake Union,
Thence following the shoreline of Lake Union to the south, west and northwest, the following approximate courses,
S 10°11' W, a distance of 352.5 feet more or less, to the intersection with the south line of block 43 Lake Union Shorelands,
S 22°28'W, a distance of 140 feet, more or less
S 73°37' W, a distance of 154 feet, more or less to the intersection with the south line of Block 43 Lake Union Shorelands,
S 73°37' W, a distance of 35 feet, more or less,
S 37°23' W, a distance of 70 feet, more or less to the east end of the concrete bulkhead and Angle Pt #30 of the Harbor Line,
Thence N 89°46'15"W along the concrete bulkhead/Harbor Line, a distance of 423feet more or less to the divergence of the bulkhead and the shoreline of Lake Union,
Thence along the shoreline the following approximate courses,
N 0° E, a distance of 35 feet, more or less,
N 67°57'30"W, a distance of 282 feet, more or less,
N 45°21'18" W, a distance of 114 feet, more or less,
N 46°20'18"W, a distance of 301 feet, more or less, to the NW line of Block 45 Lake Union Shorelands,
Thence N 41°33'55" E, along said NW line of Block 45, a distance of 184 feet, more or less to the corner of Lot 1, Block 45,
Thence N 53°25'49"E, a distance of 29.45 feet to the NW corner of Lot 1, Block 8, as platted in Burke's 1st Add,
N 31°12'18" E, a distance of 61.06 feet to the SW corner of Block 2 as platted in Burke's 1st Add,
Thence N 48°39'10" W, a distance of 79.57 feet to the SE corner of Block 1 as platter in Burke's 1st Add
Thence N 34°31'11"W, a distance of 194.51 feet to the intersection with the south margin of Northlake Way N,

Attachment 1

Thence S 89°36'41"E, a distance of 913.29 feet, to the beginning of a curve to the left,
Thence along a curve to the left, whose center bears N 0°23'19"E, having a radius of 385.32 feet, a central angle of 14°50'17", an arc distance of 99.79 feet to an intersection with the east line of Section 19 and TPOB.
Said parcel containing 909,00 +/-sq ft or 20.9+/- acres

Dan Iverson
DPR Long Term Concession Leases 2014 ORD ATT 2
August 6, 2014
Version #2

Attachment 2

MADRONA PARK CONCESSION LEASE BETWEEN

THE CITY OF SEATTLE, AS LANDLORD

AND

WALID AL ABTAN AND MANAL R. SAHMARANI, DBA GOGO ICE CREAM AS TENANT

Attachment 2

MADRONA PARK CONCESSION LEASE

THIS MADRONA PARK CONCESSION LEASE ("Lease") is entered into by and between **THE CITY OF SEATTLE** ("Landlord"), a city of the first class of the State of Washington, acting through its Department of Parks and Recreation and its Superintendent, and **WALID AL ABTAN and MANAL R. SAHMARANI**, dba GoGo Ice Cream, ("Tenant"), sole proprietors.

Landlord and Tenant covenant and agree as follows:

1. **Lease Data; Exhibits**. The following terms shall have the following meanings, except as otherwise specifically modified in this Lease:

A. Building: Madrona Bathhouse, 853 LAKE WASHINGTON BLVD, Seattle, King County, Washington 98122, situated on real property described more particularly in Subsection 2.A.

B. Premises: A Rentable Area (as defined in Subsection 2.B) consisting of approximately 400 Rentable Square Feet located at the south end of the Building as outlined on the floor plan of the Building attached hereto as Exhibit A (the "Floor Plan of Premises").

C. Commencement Date: The date when signed by both the Superintendent of the Seattle Department of Parks and Recreation ("Superintendent") and the Tenant following an authorizing ordinance of Seattle City Council.

D. Expiration Date: The fifth anniversary of the Commencement Date.

E. Rent: Tenant shall pay (1.) Percentage Rent and (2.) Additional Charges.

1. Percentage Rent. Tenant shall pay Landlord Percentage Rent in accordance with the terms of Section 4.
Percentage Rent. Percentage Rent is 10.0% of Tenant's Gross Receipts per month, or a minimum monthly payment of $300, whichever is greater, for the months of May, June, July, August and September. For the months of October, November, December, January, February, March and April, the Tenant may notify Parks in advance that Tenant intends to cease operation during those months and pay instead $50 per month to store equipment in place at the Premises. Should Tenant chose to continue operation for any of the months between October and April, Tenant shall pay 10.0% of Gross receipts for the month or a minimum monthly payment of $50, whichever is greater.

Attachment 2

As used in this Lease, "Gross Receipts" means the value proceeding or accruing from the sale of foods, services, and business transactions of every kind occurring on the Premises without any deduction for costs of products sold, material used, labor, or other expenses whatsoever paid or accrued. It excludes Washington State Sales Taxes collected from purchaser, or other excise taxes imposed by any government directly on sales or services to be charged to the consumer although collected by the seller.

2. Additional Charges. Whether or not so designated, all other sums due from Tenant under this Lease, including but in no way limited to leasehold excise taxes, shall constitute Additional Charges, payable when specified in this Lease, and if not so specified, within ten (10) days of demand therefore.

F. Security Deposit: $500.00.

G. Permitted Use: Tenant shall use the Premises in a manner compatible with the use of Madrona Park for public parks and recreation purposes, as determined in the opinion of the Superintendent. As set forth in the previous sentence, the Premises shall only be used by Tenant as a self-service take out restaurant, to be called "GoGo Ice Cream" offering a menu approved by Landlord, which shall include a selection of at least five food healthy menu items and five beverage healthy menu items. Whether a particular item constitutes a healthy menu item shall be determined by Landlord. The menu shall not include any alcoholic beverages. Tenant shall sell nothing in a glass container. The Premises shall be used for no other purpose without the prior written consent of the Superintendent.

H. Notice Addresses:

To Landlord:
Seattle Parks and Recreation
Contract Administration Support Office
800 Maynard Ave. S. Suite 300
Seattle, WA 98134
Attn: Concession Coordinator

To Tenant:
GoGo Ice Cream
340 15th Ave E Ste. 202
Seattle, WA 98112 5156
Attn: Walid Al Abtan or Manal R Sahmarani

I. Exhibits: The following exhibits are made a part of this Lease:

Attachment 2

Exhibit A - Madrona Bathhouse and Park, Map and Floor Plan of Premises

Exhibit B - Concession Monthly Report Form

2. Premises.

A. Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain Premises referenced in Section 1. The Premises are part of the Building which is located on and includes the real property commonly known as Madrona Park, Madrona Park being located on real property in Block 1 and Blocks 10,11,12,13 14, Cascade Addition, Blocks 44,45,46,47,48,49 50, Lake Washington Shore Lands, Blocks 12, 13, 14, McKenzie and Dempsey's Addition, together with adjoining vacated E. Spring Street and E Columbia Street except for the north half of E. Columbia Street from the east margin of 38th Avenue easterly a distance of 80 feet.
Tax Parcel No. 411460-0995.

B. Condition. The Premises are leased by Landlord and accepted by Tenant in an "**as is**" condition. Tenant may make Tenant improvements only in accordance with the terms of this Lease.

3. Lease Term.

A. This Lease shall be for a term ("Lease Term") beginning on the Commencement Date specified in Subsection 1.C and ending on the Expiration Date specified in Subsection 1.D, unless the Lease Term is terminated earlier in accordance with the provisions of this Lease. Notwithstanding the foregoing, all provisions of this Lease other than those relating to payment of Rent shall become effective upon the date that Tenant or any of its officers, employees, agents or contractors is first present on the Premises, whether for inspection, construction, installation or any other purpose. Once fully executed, this Lease supersedes any prior agreement between the parties with respect to the Premises.

B. Early Termination. Either party may terminate this Lease prior to the Expiration Date for any or no reason upon notice to the other party of at least thirty (30) days. If Tenant terminates this Lease pursuant to this paragraph, then the Security Deposit shall be forfeited to Landlord. Early termination pursuant to this paragraph shall have no effect on any obligation of Tenant under the Lease that, by its terms, survives the expiration or sooner termination of the Lease. If Landlord

terminates pursuant to this paragraph, the disposition of the Security Deposit shall be in accordance with the terms of this Lease.

4. Rent.

Beginning on the Rent Commencement Date and thereafter on or before the tenth (10^{th}) calendar day of each month, Tenant shall pay to Landlord at the address and to the account specified by Landlord, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States.

The Percentage Rent or minimum monthly payment specified in Subsection 1.E. The "Rent Commencement Date" shall be the tenth (10^{th}) day of the calendar month following the month in which the Commencement Date occurred. The Percentage Rent or minimum monthly payment is payable in arrears, and the last payment shall be due within ten (10) days of the last day of the Term.

Tenant shall further submit a Monthly Concession Report on or before the tenth (10^{th}) calendar day of each month during which Tenant conducts operations at the Premises. A Concession Monthly Report form is attached as Exhibit B.

Tenant shall further pay to Landlord Additional Charges as and when specified elsewhere in this Lease, but if not specified, then within ten (10) days after demand. As an Additional Charge tenant shall pay to Landlord on the tenth (10^{th}) of each calendar month leasehold excise taxes. As reasonably determined by Landlord, Additional Charges shall be prorated on a daily basis for any partial month within the Lease Term.

5. Late Charge; Interest.

If Tenant fails to pay any Rent or Additional Charge due hereunder within ten (10) days after the due date, a late charge equal to twenty five dollars ($25.00) plus one percent (1%) of the unpaid balance shall both be assessed and be immediately due and payable. In addition, interest shall accrue at the rate of one percent (1%) per month on any Rent or Additional Charge that is not paid when due. If Tenant defaults in making any payment of Rent or Additional Charges, Landlord shall have the right to require that subsequent Rent or Additional Charges payments be made by cashiers or certified check.

6. Security Deposit.

Tenant shall, within two (2) business days after receiving a fully executed copy of this Lease, deposit with Landlord the sum specified in Subsection 1.F of this Lease. This sum shall belong to Landlord and shall constitute partial consideration for the execution of this

Lease, subject only to repayment when required in this section. Landlord shall pay Tenant the remaining balance thereof, without any liability for interest thereon, within thirty (30) days after the expiration or prior termination of the Lease Term, if and only if Tenant has fully performed all of its obligations under the terms of this Lease. Landlord shall be entitled to withdraw from the deposit the amount of any unpaid Rent or Additional Charges or other amounts not paid to Landlord when due, and Tenant shall immediately redeposit an amount equal to that so withdrawn within ten (10) days after the Landlord's demand therefore.

7. **Tenant's Operations**.

A. Use of Premises. Tenant shall use the Premises only for the Section 1 Permitted Use. Tenant shall promptly comply with such rules and regulations relating to the use of the Premises and Building as Landlord, from time to time, may promulgate. Tenant shall maintain the Premises in a clean, orderly and neat fashion and shall neither commit waste nor permit any waste to be committed thereon. Tenant shall not permit any accumulation of trash on or about the Premises.

B. Unlawful Use. Tenant shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. Tenant shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises including but not limited to 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.

C. Liens and Encumbrances. Tenant shall keep the Premises and Building free and clear of, and shall indemnify, defend and hold Landlord harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or its use, improvement or occupancy of the Premises by Tenant or any of its principals, officers, employees or agents. If any lien is so filed against the Premises or Building, Tenant shall either cause the same to be fully discharged and released of record within ten (10) days after Landlord's demand therefore or within such period, provide Landlord with cash or other security acceptable to Landlord in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. Landlord shall have the right to disburse such security to cause the removal of the lien if a judgment is entered against Tenant in

the lien proceeding or if Landlord otherwise deems such necessary, in Landlord's sole discretion.

D. Hazardous Substances. Tenant shall not, without Landlord's prior written consent, keep on or about the Premises or Building any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"). Tenant shall be fully and completely liable to Landlord for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. Tenant shall indemnify, defend and hold Landlord harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon Landlord (as well as Landlord's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances.

8. Utilities and Services.

A. General. Tenant shall be solely responsible for and shall pay when due and directly to the appropriate company all bills for natural gas, electricity, telephone and communication services due to its occupancy and use of the Premises. All other utilities to the Premises shall be paid by the Landlord, which include water, sewer, and landscape maintenance.

B. Refuse Collection. Tenant shall provide at the Premises a minimum of two 50-gallon trash cans for use by Tenant's customers. Tenant shall each day remove and dispose of the contents of all Tenants' trash cans in a legal manner and at its sole cost and expense. Landlord may on occasion, but is not obligated to, provide dumpsters into which Tenant may empty its trash cans. On any day that Landlord provides dumpsters, Landlord will remove the contents of the dumpsters at its sole cost.

C. Recycling. Tenant shall provide its customers with receptacles for recycling. Tenant, at no cost to Landlord, shall collect, sort and separate into such categories as may be legally required, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by Landlord, which receptacles shall be dumped or removed from the Premises at such minimum frequency as shall be specified by Landlord.

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D. Security Systems. Landlord may supply the Building with a security system operated by a company of its choosing. In such event, Landlord shall provide Tenant the security code to access the Premises, and Tenant shall arm the system at the close of business each day. Landlord shall not be responsible for any failure of the security system.

E. Interruption. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or to relieve Tenant from any of Tenant's obligations hereunder or to give Tenant a right of action against Landlord for damages. Tenant acknowledges its understanding that there may be Landlord-planned utility outages affecting the Building and that such outages may interfere, from time to time, with Tenant's use of the Premises. Landlord shall endeavor to provide Tenant with 48 hours prior notice of any Landlord-planned electricity outage in the Building but shall not be liable to Tenant for Landlord's failure to provide such notice. Landlord has no obligation to provide emergency or backup power to Tenant. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Tenant.

9. Licenses and Taxes.

Without any deduction or offset whatsoever, Tenant shall be liable for, and shall pay prior to delinquency, all taxes, license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes and other impositions levied with respect to all personal property located at the Premises or otherwise arising out of Tenant's operations on the Premises; Tenant shall pay all fees, charges, or costs, for any governmental inspections or examinations relating to Tenant's use and occupancy of the Premises, and shall pay all taxes on the leasehold interest created by this Agreement (e.g., leasehold excise taxes). The appropriate payment for leasehold excise taxes shall be remitted to Landlord with each percentage rent payment. Leasehold excise tax shall be listed separately on each Monthly Concessions Report. Tenant shall provide Landlord a copy of its current City of Seattle business license prior to placing any equipment on the Premises. Tenant shall assume all responsibility for obtaining and maintaining all applicable licenses necessary for its operations and paying all associated costs and expenses. Tenant shall keep all licenses current throughout the Lease Term and shall provide copies of all licenses to Landlord at the notice address listed in Section 1.

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10. Alterations by Tenant.

Any future plans for improvements or alterations to the Premises by Tenant must be reviewed and approved by the Superintendent. Tenant shall not make any alteration or improvement to the Premises without the Superintendent's prior written approval. Any and all alterations, additions, renovations, or improvements affixed to or incorporated into the Premises shall remain in and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Agreement; provided, to the extent that the Superintendent determines in its sole discretion that it approves and that it is practicable, Tenant may remove any approved improvements at Tenant's sole expense. If so removed, Tenant shall repair at its sole expense any damage done to the Premises as a result of such removal. Tenant shall be responsible for obtaining all permits, licenses and meeting all applicable development and construction standards or other requirements including but not limited to compliance with applicable building codes and with the Americans with Disabilities Act (ADA). Tenant expressly acknowledge that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that such instances, the ADA requirements shall control.

11. Care of Premises.

A. General Obligation. Tenant shall take good care of the Premises and shall reimburse Landlord for all damage done to the Building or Premises that results from any act or omission of Tenant or any of Tenant's officers, contractors, agents, invitees, licensees or employees, including, but not limited to, cracking or breaking of glass. Tenant shall maintain its equipment in good working condition at no cost to Landlord. Tenant shall provide and keep on the Premises at all times a fire extinguisher meeting code requirements. Tenant shall comply with all fire code regulations pertaining to its equipment on the Premises.

B. Custodial Obligation. Tenant shall at its own expense, at all times, keep the Premises and areas immediately adjacent thereto in a very neat, clean, safe, and sanitary condition; keep the glass of all windows and doors clean and presentable, and shall remove snow and ice. Tenant shall furnish all cleaning supplies and materials needed to operate the concession in the manner prescribed in this Lease; Tenant shall provide all necessary janitorial service to adequately maintain the inside of the Premises. Tenant shall be responsible for keeping the sidewalks immediately adjacent to the perimeter of the Premises free of litter and clean of spills resulting from Tenant's operations.

If Tenant fails to take good care of the Premises, Landlord, at its option, may do so, and in such event, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as an Additional Charge. Landlord shall have the right to enter the Premises for such purposes. Landlord shall not be liable for interference with light, air or view. All normal repairs necessary to maintain the Building in a reasonable condition, as determined by Landlord, shall be performed under Landlord's direction and at its expense, except as otherwise provided herein. Except as provided in the section captioned Destruction, there shall be no abatement or reduction of rent arising by reason of Landlord's making of repairs, alterations or improvements.

C. Prohibited Equipment. No gas, coal, charcoal, or similar portable cooking equipment is permitted inside or outside the Premises unless prior written approval is obtained from the Superintendent of Parks and Recreation, and unless all required permits are obtained by Tenant. Vending machines are prohibited on or about the Premises.

12. Surrender of Premises.

At the expiration or sooner termination of the Lease Term, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by Landlord), reasonable wear and tear excepted. Prior to such return, Tenant shall remove its personal property and moveable trade fixtures and appliances and equipment that have not been attached to the Premises, and shall repair any damage resulting from their removal. In no event shall Tenant remove floor coverings; heating, ventilating and air conditioning equipment; lighting equipment or fixtures; or floor, window or wall coverings unless otherwise specifically directed by Landlord in writing. Tenant's obligations under this paragraph shall survive the expiration or termination of this Lease. Tenant shall indemnify Landlord for all damages and losses suffered as a result of Tenant's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis. Tenant shall surrender all keys to the Premises or Building to Landlord.

If upon expiration or ten (10) days after termination of this Lease Tenant has not removed its personal property and moveable trade fixtures and appliances and equipment, Landlord may, but need not, remove Tenant's personal property and hold it for the Tenant, or place the same in storage, all at the expense and risk of the Tenant. Tenant shall reimburse Landlord for any expense incurred by Landlord in connection with such removal and storage. Landlord shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of

such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from Tenant to Landlord; the balance, if any, shall be paid to the Tenant.

13. Waiver; Indemnification.

A. Tenant's Indemnification. Except as otherwise provided in this section, Tenant shall indemnify, defend (using legal counsel acceptable to Landlord) and save Landlord, its officers, agents, employees and contractors, harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Landlord's 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) Tenant's occupation, use or improvement of the Premises, or that of any of its employees, agents or contractors, (ii) Tenant's breach of its obligations hereunder, or (iii) any act or omission of Tenant or any subtenant, licensee, assignee or concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of any of the same in or about the Building. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the Lease Term shall survive termination or expiration of this Lease. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Premises. **LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

B. Release of Claims. Tenant hereby fully and completely waives and releases all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of Building facilities or services; broken glass; water leakage; the collapse of any Building component; or any act, omission or negligence of any licensees or any other persons or occupants of the Building.

C. Limitation of Tenant's Indemnification. In compliance with RCW 4.24.115 as in effect on the date of this Lease, all provisions of this Lease pursuant to which

Landlord or Tenant (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to Persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Building, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; PROVIDED, HOWEVER, the limitations on indemnity set forth in this section shall automatically and without further act by either Landlord or Tenant be deemed amended so as to remove any of the restrictions contained in this section no longer required by then applicable law.

14. Insurance.

A. Tenant-Provided Insurance Coverages and Limits of Liability

(1) Prior to the commencement of any Premises use under this Lease, Tenant shall maintain, in full force and effect, at no expense to Landlord, insurance as specified below:

(a) **Commercial General Liability (CGL) insurance including:**

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Stop Gap/Employers Liability
- Independent Contractors
- Fire/Tenant Legal

Such insurance shall provide a minimum limit of liability of $1,000,000 each occurrence bodily injury and property damage combined single limit (CSL) except:

$1,000,000 each offense Personal/Advertising injury
$ 500,000 Fire/Tenant Legal
$1,000,000 each accident/disease/employee Stop Gap/Employers Liability

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(b) **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of $1,000,000 CSL.

(c) **Workers' Compensation** insurance securing Tenant's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

(d) **Property Insurance** under which the Tenant's furniture, fixtures, equipment and inventory and all alterations, additions, improvements that Tenant makes to the Premises and trade fixtures that Tenant installs within the Premises (Tenant Property) are insured throughout the Lease Term on a replacement cost basis against the following perils: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Tenant's business. Landlord shall be provided with an insurer's waiver of subrogation and, in addition, a waiver of rights of recovery as respects to any deductible amount under such insurance.

B. Landlord-Provided Insurance Coverages and Limits of Liability. Prior to the commencement of any Premises use under this Lease, Landlord shall secure and shall thereafter maintain, in full force and effect throughout the entire Lease Term, all risks of direct of direct physical loss or damage property insurance or self-insurance on the Building (excluding Tenant Property) on a replacement cost basis. Tenant shall be provided with an insurer's waiver of subrogation and, in addition, a waiver of rights of recovery for any deductible amount expended by the City except to the extent to which both (1) Tenant may be responsible for loss of damage to the Building, and (2) Tenant's Fire/Tenant Liability insurance responds to such liability.

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C. General Requirements Regarding Tenant's Insurance; Adjustments (Not Applicable to Worker's Compensation Insurance.

(1) The insurance required by Subsections 15.A (1) (a) and (b) shall be endorsed to include the City of Seattle as an additional insured for primary and non-contributory limits of liability and shall not be cancelled without a 45 day written notice of cancellation, except 30 days for surplus lines policies and 10 days as respects cancellation for non-payment of premium, to the Landlord in accordance with the provisions of RCW 48.18.290 ("Cancellation by insurer"). Such notice shall be delivered to Landlord at its address as specified in or pursuant to Subsection 1.K hereof.

(2) All insurance policies required hereunder shall be subject to approval by the Landlord's Risk Manager as to company, form and coverage. All policies shall be issued by a company rated A–:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines licensed insurance broker.

(3) Any deductible or self-insured retention in excess of $2,500 must be disclosed to, and shall be subject to approval by, the Landlord's Risk Manager. The cost of any claim payments falling within a deductible or self-insured retention shall be the responsibility of Tenant.

(4) Coverage and/or limits may be altered or increased as necessary to reflect type of or exposure to risk. Landlord shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.

D. Evidence of Insurance (Not Applicable to Worker's Compensation Insurance)
The following documents must be delivered to the Landlord at its address as specified in or pursuant to Subsection 1.H hereof, as evidence of the insurance coverage secured and maintained by Tenant:

(1) On or before the Commencement Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(a) A copy of each policy's declarations page showing the insuring company, policy period, limits of liability and a copy of each policy's schedule of forms and endorsements;

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(b) A copy of policy provisions or endorsements documenting that the City of Seattle is an Additional Insured for primary and non-contributory limits of liability;

(c) A copy of the policy provisions documenting that coverage shall not be cancelled without a forty-five (45) day written notice of cancellation to the Landlord, except thirty (30) days for surplus lines policies and ten (10) days as respects cancellation for non-payment of premium, in accordance with the provisions of RCW 48.18.290 ("Cancellation by insurer").

(2) Pending issuance of the documentation specified in Subsection 16.C (1) hereof, binders and evidence of property insurance may be furnished to documenting compliance with the provisions of this Section 14 in lieu of declarations pages and schedule of forms and endorsements.

(3) Within thirty (30) Days after Tenant's receipt of Landlord's written request therefore, a certified true and complete copy of each policy.

E. Reconstruction Following Loss. Landlord shall proceed with reasonable diligence as soon as sufficient insurance and other funds are available therefore, to prepare plans and specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Building and the Premises (excluding Tenant Property) that have been damaged by any insured casualty to their former condition, or (b) to replace the Premises (excluding Tenant Property) and all improvements made thereto with a facility of a quality and usefulness for the activities contemplated in this Lease that is at least equivalent to, or more suitable than, the Building and Premises that were damaged or destroyed. Tenant shall proceed with reasonable diligence as soon as sufficient insurance and other funds are available to repair, restore and or replace its Tenant Property so as to resume activities as contemplated in this Lease.

F. Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Tenant.

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15. Assignment or Sublease.

Tenant shall not sublet or encumber the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of Landlord. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. Any assignment or sublease, without Landlord's prior written consent, at Landlord's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Tenant's outstanding voting stock, shall constitute an assignment for the purposes of this Lease. If Tenant is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

16. Destruction.

If the Premises are rendered partially or totally untenantable by fire or other casualty, Landlord may elect to terminate this Lease and/or cause repairs to be made. Rent shall be abated in the proportion that the untenantable portion of the Premises bears to the whole thereof, as determined by Landlord, for the period from the date of the casualty to the completion of the repairs, unless the casualty results from or is contributed to by the negligence of Tenant or any of its officers, contractors, agents, invitees, guests or employees or Tenant's breach of this Lease. If thirty percent (30%) or more of the Building floor space is destroyed or damaged, then regardless of whether the Premises are damaged or not, Landlord may elect to terminate this Lease. Landlord shall advise Tenant of Landlord's election to repair or terminate by giving notice to Tenant thereof within thirty (30) days after the occurrence. In the event of damage by casualty, Tenant shall, at its sole cost and expense, repair all damage to its own personal property and to all improvements that Tenant has made to the Premises. Landlord shall not be liable to Tenant for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Building or Premises.

17. Eminent Domain.

A. Taking. If all or a portion of the Premises are taken by Eminent Domain, this Lease shall terminate as of the date Tenant is required to vacate any portion of the Premises and all Rent and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in

lieu thereof, whether the damaging or taking is by government or any other person. If this Lease is so terminated, all Rent and Additional Charges shall be paid to the date of termination.

B. Award. Landlord reserves all rights to the entire damage award or payment for any taking by Eminent Domain and Tenant waives all claims whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any rights Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as Landlord, from time to time, may request. Tenant, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in moving Tenant's merchandise, furniture, trade fixtures and equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not out of or as part of Landlord's damages.

18. Default by Tenant.

A. Definition. If Tenant violates or breaches or fails to keep or perform any covenant, term or condition of this Lease, or if Tenant abandons, deserts, vacates, or otherwise removes its operations from the Premises without the prior consent of Landlord, Tenant shall be deemed in default hereunder (a "Default"). If a Default continues for or is not remedied within ten (10) days (or, if no default of any monetary obligation is involved, within thirty (30) days) after written notice thereof has been given by Landlord to Tenant specifying the Default, then Landlord shall have the following nonexclusive rights and remedies, at its option: (i) to cure such default on Tenant's behalf and at Tenant's sole expense and to charge Tenant for all costs and expenses incurred by Landlord in effecting such cure as an Additional Charge; or (ii) to elect at any time to terminate this Lease and all of the rights of Tenant in or to the Premises. Notwithstanding the foregoing time frames, if Tenant's Default is a violation of any health regulation, as determined by the Seattle King County Department of Health, then Landlord may terminate this Lease immediately.

If Landlord elects to terminate this Lease, Tenant shall also be liable to City for all amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result there from, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use

and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

19. Landlord's Remedies Cumulative; Waiver.

Landlord's rights and remedies hereunder are not exclusive, but cumulative, and Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that Landlord may have under this Lease or by law or in equity. Neither the acceptance of rent nor any other act or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to stop Landlord at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

20. Attorneys' Fees.

If either party retains the services of an attorney in connection with enforcing the terms of this Lease, each party agrees to bear its own attorneys' fees and costs.

21. Access by Landlord.

Landlord and its agents shall have the right to enter the Premises at any time to examine the same and to make such repairs, alterations, additions or improvements to the Premises or Building as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in an emergency, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefore. Nothing contained herein shall be construed to impose upon Landlord any duty of repair or other obligation not specifically stated in this Lease. Tenant shall change the locks to the Premises only through Landlord and upon paying Landlord for all costs related thereto.

22. Holding Over.

Unless otherwise agreed in writing by the parties hereto, any holding over by Tenant after the expiration of the Lease Term, whether or not consented to by Landlord, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein. Any holdover tenancy may be terminated by either party by written notice delivered to the

other party not later than twenty (20) days prior to the end of the final month. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant shall indemnify, defend and hold harmless Landlord from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure.

23. Notices.

Any notice, demand or request required hereunder shall be given in writing to the party's address set forth in Section 1.H hereof by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail.

24. Tenant Authority and Liability.

Tenant warrants that this Lease has been duly authorized, executed and delivered by Tenant, and that Tenant has the requisite power and authority to enter into this Lease and perform its obligations hereunder. Tenant covenants to provide Landlord with evidence of its authority and the authorization of this Lease upon request.

25. Continuous Operation.

Tenant shall keep the Premises open and use them to transact business with the public daily during hours as designated below or as otherwise may be designated by the Superintendent. Subject to the approval of the Superintendent, Tenant may, upon posting a written notice to the public of not less than one week in duration prior to any approved closure; close the Premises for a reasonable period for repairs or any approved remodeling, or for taking inventory. Tenant shall close to accommodate construction by Landlord of public improvements upon one week's notice from the Superintendent of the Department

of Parks and Recreation of the City of Seattle. Tenant shall furnish an approved sign at the Premises entrance advising the public of any approved closure.

Minimum hours of operation of the Premises are as follows:

Jan-Feb	— 0 hours required, concessionaire may choose to open
March-April	— 0 hours required, concessionaire may choose to open
May - June	— 8 hours per weekend, 10 hours per Monday-Friday
July-August	—16 hours per weekend, 24 hours per Monday-Friday
Sept	— 8 hours per weekend, 10 hours per Monday-Friday
Oct - Nov	— 0 hours required, concessionaire may choose to open
Dec	— 0 hours required, concessionaire may choose to open

The dates and times of operation may be modified from time to time due to inclement weather and by mutual agreement of the parties hereto.

26. Standards.

Tenant recognizes that, although it is operating its facilities as an independent operator for profit, the Department of Parks and Recreation is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. Tenant, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of Madrona Park.

Tenant shall operate and conduct the facilities on the Premises in a businesslike manner, and will not permit any conduct on the part of Tenant's employees which would be detrimental to the Landlord's operation of Madrona Park.

Tenant shall provide sufficient personnel to adequately staff the concession at all times. All personnel shall be dressed in neat appearing attire which clearly identifies them as Tenant's employees.

In the event the City receives a substantial amount of customer complaints regarding the operation at this facility, the City will notify the concessionaire and he/she shall take whatever action as appropriate to remedy the situation in a timely manner to the satisfaction of the City.

27. City's Control of Premises and Vicinity.

All common areas and other facilities provided by the City in or about the Premises and Madrona Park, including any parking areas and picnic areas, are subject to the exclusive control and management by the City. Accordingly, the City may do, therefore, any and all of the following (among other activities in support of Seattle Parks and Recreation Department or other municipal objectives), all without incurring any liability whatsoever to Tenant:

Change of Vicinity. The City may increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, and parking areas in the vicinity of the Premises;

Traffic Regulation. The City may regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of Tenant and its invitees, employees, and patrons.

Display of Promotional Materials. The City may erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to and nearby the Premises.

Promulgation of Rules. The City shall promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any City park property including, but not limited to, the Premises.

Change of Businesses. The City may change the size, number, and type and identity of concessions, stores, businesses and operations being conducted or undertaken in the vicinity of the Premises.

28. Tenants Records.

Tenant shall keep true, full, and accurate books of account setting forth Gross Receipts, together with any other information which will in any way affect the determination of Percentage Rent payable under this Lease. Landlord shall be allowed after five (5) days prior notice, to inspect Tenant's books of account at the Premises and to procure audits thereof by a Certified Public Accountant. If in the judgment of such accountant Tenant's books of account are incomplete or improperly reflect the information necessary to an accurate determination of the rents payable under this Lease, or if the audit shall show that the reports submitted by Tenant understated Tenant's Gross Receipts by more than three percent (3%) thereof for any year covered by the audit, the costs and fees for such audit shall be paid by Tenant as an Additional Charge. If such audit discloses any willful or intentional effort to understate Gross Receipts, then, at Landlord's option, Tenant may be required to surrender possession of the Premises.

Attachment 2

Tenant shall retain all books of accounting and any other information which will in any way affect the determination of Percentage Rent payable under this Lease for a period of six (6) years after the expiration or termination of this Lease, and Tenant shall make them available for inspection at the Premises within ten (10) days of Landlord's demand therefore. This section shall survive expiration or termination of this Lease.

29. Data to State and Federal Governments.

Within ten (10) days of Landlord's request therefore, Tenant shall provide, at Tenant's sole cost and expense, necessary data relating to Tenant's use of the Premises or to any aspect(s) of this Lease, including reports or information of any kind, to enable Landlord to fully comply with any and every requirement of the State of Washington and the United States of America.

30. Force Majeure.

Landlord shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

31. Counterparts.

This Lease may be executed by the parties in counterparts, which, taken together, constitute the entire Lease.

Attachment 2

32. Headings.

The section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the sections.

33. Context.

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

34. Time of Essence; Time Calculation Method.

Time is of the essence with respect to this Lease. Except as otherwise specifically provided, any reference in this Lease to the word "day" means a "calendar day;" provided, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Lease to the word "month" means "calendar month."

35. Entire Agreement; Applicable Law.

This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of Landlord and Tenant concerning the Premises, and there are no other agreements or understanding, oral or written, between Landlord and Tenant concerning the Premises. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This Lease shall be governed by, and construed in accordance with the laws of the State of Washington.

36. 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.

Attachment 2

37. No Partnership.

The City shall in no event be construed to be a partner, associate, or joint venturer of the Tenant or any party associated with the Tenant. The Tenant shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

LANDLORD:
THE CITY OF SEATTLE

By: _____
[Signature]

Christopher Williams, Superintendent
Department of Parks and Recreation

TENANT:
WALID AL ABTAN and MANAL R. SAHMARANI, dba GOGO ICE CREAM

By: _____
[Signature]

_____
[Print or type name of signer]

_____
[Print or type title of signer]

By: _____

_____
[Print or type name of signer]

_____
[Print or type title of signer]

Attachment 2

STATE OF WASHINGTON)
) ss. (Acknowledgement for Lessor, The City of Seattle)
COUNTY OF KING)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Christopher Williams, known to me to be the Superintendent of the Department of Parks and Recreation of **THE CITY OF SEATTLE**, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____ _____
[Signature] *[Printed Name]*

NOTARY PUBLIC in and for the State of Washington residing at _____.
My commission expires _____.

STATE OF _____)
) ss. (Acknowledgement for Tenant)
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing Lease as Tenant; and acknowledged to me that ___ insert he or she signed the same as a free and voluntary act for the uses and purposes therein mentioned and that _____ was authorized to execute said Lease for said entity.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.

_____ _____
[Signature] *[Printed Name]*

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

My commission expires _____.

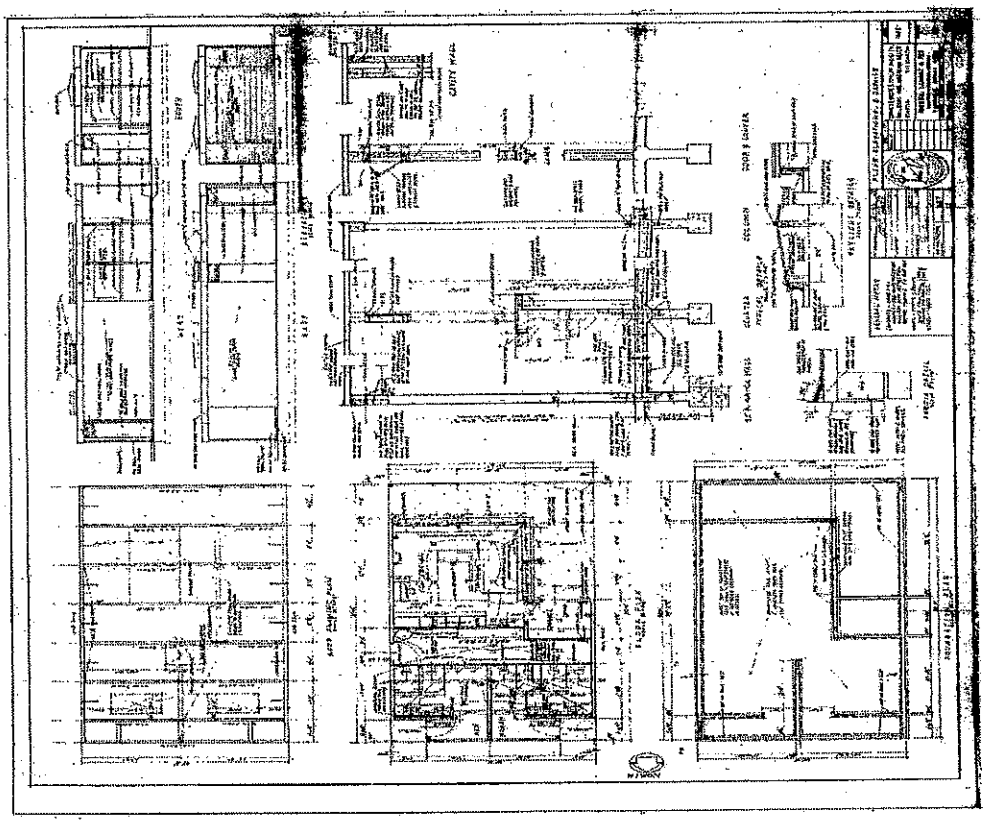
Attachment 2

MADRONA PARK

Attachment 2

Exhibit A

Madrona Concession Stand Floor Plan



Attachment 2

Exhibit B - Concession Monthly Report of Gross Receipts

Concessionaire Name: _____

For Month of: _____ Year: 201__

Concession Location: _____ Park

Total Gross Sales Listed On Page 2:	$_____.____	"A"
Less Sales Tax Collected:	$_____.____	"B"
Equals Net Sales (A minus B):	$_____.____	"C"
Concession Fee Dollar Amount From Your Agreement:	$_____.____	"D"
State Leasehold Excise Tax (12.84% times of E):	$_____.____	"E"
Late Fee If Paid After the 10th of The Month	$ 25.00	(F)
Interest If Applicable	$_____	(G)
TOTAL REMITTED (H=D + E+F+G) to Parks:	$_____.____	"H"

F & G Are Only Applicable For Late Payments

Make your check payable to "Seattle Parks" and mail your check and this Monthly Report to reach Seattle Parks by the 10th day of the month following the month being reported.

Mail total Payment H to: The City of Seattle Parks and Recreation, Attn. Rita Hollomon, Department Concessions Coordinator, 800 Maynard Ave. S., Suite 300, Seattle, WA 98134

I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.

Attachment 2

Signed: _____ **Date:**_____, ___ **201**__

(month) *(day)*

Attachment 2

Daily Sales Record

Concessionaire Name: _____ For The Month: _____, 2014

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		$.	17	/		$.
2	/		$.	18	/		$.
3	/		$.	19	/		$.
4	/		$.	20	/		$.
5	/		$.	21	/		$.
6	/		$.	22	/		$.
7	/		$.	23	/		$.
8	/		$.	24	/		$.
9	/		$.	25	/		$.
10	/		$.	26	/		$.
11	/		$.	27	/		$.
12	/		$.	28	/		$.
13	/		$.	29	/		$.
14	/		$.	30	/		$.
15	/		$.	31	/		$.
16	/		$.		Total Of All Days Post To "A" On Page 1		$.

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: _____

_____

Attachment 2

(If you operate more than one concession site then submit a complete set of 2 pages of this Monthly Report for each location or site.)

Dan Iverson
DPR Long Term Concession Leases 2014 ORD ATT 3
August 11, 2014
Version #2

Attachment 3

WEST GREEN LAKE CONCESSION LEASE BETWEEN

THE CITY OF SEATTLE, AS LANDLORD

AND

WALID AL ABTAN AND MANAL R. SAHMARANI, DBA GOGO ICE CREAM AS TENANT

Attachment 3

WEST GREEN LAKE BEACH CONCESSION LEASE

THIS GREENLAKE WEST CONCESSION LEASE is entered into by and between **THE CITY OF SEATTLE** ("Landlord"), a city of the first class of the State of Washington, acting through its Department of Parks and Recreation, and **WALID AL ABTAN and MANAL R. SAHMARANI, dba GoGo** Ice Cream, ("Tenant"), sole proprietors.

Landlord and Tenant covenant and agree as follows:

1. **Lease Data; Exhibits**. The following terms shall have the following meanings, except as otherwise specifically modified in this Lease:

A. Building: West Green Lake Beach Concession Stand, 7312 West Green Lake Dr. N, Seattle, King County, Washington 98117, situated on real property described more particularly in Subsection 2.A.

B. Premises: A Rentable Area (as defined in Subsection 2.B) consisting of approximately 300 Rentable Square Feet located at the south end of the Building as outlined on the floor plan of the Building attached hereto as Exhibit A (the "Floor Plan of Premises").

C. Commencement Date: The date when signed by both the Superintendent of Seattle Department of Parks and Recreation ("Superintendent") and the Tenant following an authorizing ordinance of Seattle City Council.

D. Expiration Date: The fifth anniversary of the Commencement Date.

E. Rent: Tenant shall pay (1.) Percentage Rent and (2.) Additional Charges.

1. Percentage Rent. Tenant shall pay Landlord Percentage Rent equal to sixteen percent (16%) of Tenant's Gross Receipts or the minimum monthly payment specified below, whichever is greater, in accordance with the terms of Section 4. The minimum monthly rent is as follows:

October through April: $200 per month.
May: $300.00
June: $600.00
July and August: $1,600.00 per month.
September: $400.00

Attachment 3

As used in this Lease, "Gross Receipts" means the value proceeding or accruing from the sale of foods, services, and business transactions of every kind occurring on the Premises without any deduction for costs of products sold, material used, labor, or other expenses whatsoever paid or accrued. It excludes Washington State Sales Taxes collected from purchaser, or other excise taxes imposed by any government directly on sales or services to be charged to the consumer although collected by the seller.

2. Additional Charges. Whether or not so designated, all other sums due from Tenant under this Lease, including but in no way limited to leasehold excise taxes, shall constitute Additional Charges, payable when specified in this Lease, and if not so specified, within ten (10) days of demand therefore.

F. Security Deposit: $1,000.00.

G. Permitted Use: Tenant shall use the Premises in a manner compatible with the use of West Green Lake Bathhouse for parks and recreation purposes, as determined in the opinion of the Superintendent. As set forth in the previous sentence, the Premises shall only be used by Tenant as a self-service, take out restaurant, to be called "GoGo Ice Cream" offering a menu approved by Landlord, which shall include a selection of at least five food healthy menu items and five beverage healthy menu items. Whether a particular item constitutes a healthy menu item shall be determined by Landlord. The menu shall not include any alcoholic beverages. Tenant shall sell nothing in a glass container. The Premises shall be used for no other purpose without the prior written consent of the Superintendent.

H. Notice Addresses:

To Landlord: Seattle Parks and Recreation
Contract
Administration Support Office
800 Maynard Ave S. Suite #300
Seattle, WA 98134
Attn: Concession Coordinator

To Tenant: GoGo Ice Cream
340 15th Ave E Ste. 202
Seattle, WA 98112 5156
Attn: Walid Al Abtan or Manal R. Sahmarani

I. Exhibits: The following exhibits are made a part of this Lease:

Attachment 3

Exhibit A - West Green Lake Beach, Map and Floor Plan of Premises
Exhibit B - Concession Monthly Report Form

2. Premises.

A. Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises (the "Premises") referenced in Section 1. The Premises are part of the Building which is located on and includes the real property described as follows: Concession stand at 7312 West Green Lake Dr. N located north of Bathhouse Theatre adjacent to West Green Lake public Beach, being located within the confines of a parcel of land commonly known as Green Lake Park, in the City of Seattle, County of King, State of Washington. Part of NW ¼ and SW ¼ of Section 5; part of NE ¼, SE ¼ and SW ¼ of section 6; part of NE ¼ and NW ¼ of Section 7; Part of NW ¼ of Section 8, all in Township 25 North, Range 4 East W.M.; more particularly described as being all of Green Lake and all shore and uplands bordering thereon and lying on the inner lakeside of a line described as the marginal lines of West Green Lake Way, Aurora Avenue North, West Green Lake Drive North and East Green Lake Drive North and East Green Lake Way North as these roads encircle Green Lake. Tax Parcel Nos 952810 0790. 955120 0005.

B. Condition. The Premises are leased by Landlord and accepted by Tenant in an "**as is**" condition. Tenant may make Tenant improvements only in accordance with the terms of this Lease.

3. Lease Term.

A. This Lease shall be for a term ("Lease Term" or "Term") beginning on the Commencement Date specified in Subsection 1.C and ending on the Expiration Date specified in Subsection 1.D, unless the Lease Term is terminated earlier in accordance with the provisions of this Lease. Notwithstanding the foregoing, all provisions of this Lease other than those relating to payment of Rent shall become effective upon the date that Tenant or any of its officers, employees, agents or contractors is first present on the Premises, whether for inspection, construction, installation or any other purpose. Once fully executed, this Lease shall supersede any prior agreements between the parties regarding the Premises.

B. Early Termination. Either party may terminate this Lease prior to the Expiration Date for any or no reason upon notice to the other party of at least thirty (30) days. If Tenant terminates this Lease pursuant to this paragraph, then the Security Deposit shall be forfeited to Landlord. Early termination pursuant to this paragraph shall have no effect on any obligation of Tenant under the Lease that, by its terms, survives the expiration or sooner termination of the Lease. If Landlord terminates

pursuant to this paragraph, the disposition of the Security Deposit shall be in accordance with the terms of Section 6 of this Lease.

4. Rent.

Beginning on the Rent Commencement Date and thereafter on or before the tenth (10^{th}) calendar day of each month, Tenant shall pay to Landlord The Percentage Rent or minimum monthly payment specified in Subsection 1.E at the address and to the account specified by Landlord, without notice or demand or any setoff or deduction whatsoever, in lawful money of the United States.

The "Rent Commencement Date" shall be the tenth (10^{th}) day of the calendar month following the month in which the Commencement Date occurred. The Percentage Rent or minimum monthly payment is payable in arrears, and the last payment shall be due within ten (10) days of the last day of the Term.

Along with Percentage Rent, Tenant shall submit a Monthly Concession Report on or before the tenth (10^{th}) calendar day of each month. A Monthly Concession Report form is attached as Exhibit B.

Tenant shall further pay to Landlord Additional Charges as and when specified elsewhere in this Lease, but if not specified, then within ten (10) days after demand. As an Additional Charge tenant shall pay to Landlord on the tenth (10^{th}) of each calendar month the then applicable leasehold excise tax. As reasonably determined by Landlord, Additional Charges shall be prorated on a daily basis for any partial month within the Lease Term.

5. Late Charge; Interest.

If Tenant fails to pay any Rent or Additional Charge due hereunder within ten (10) days after the due date, a late charge equal to twenty five dollars ($25.00) plus one percent (1%) of the unpaid balance shall both be assessed and be immediately due and payable. In addition, interest shall accrue at the rate of one percent (1%) per month on any Rent or Additional Charge that is not paid when due. If Tenant defaults in making any payment of Rent or Additional Charges, Landlord shall have the right to require that subsequent Rent or Additional Charges payments be made by cashiers or certified check.

6. Security Deposit.

Tenant shall, within two (2) business days after receiving a fully executed copy of this Lease, deposit with Landlord the sum specified in Subsection 1.F of this Lease. This sum shall belong to Landlord and shall constitute partial consideration for the execution of this Lease, subject only to repayment when required in this section. Landlord shall pay Tenant the remaining balance thereof, without any liability for interest thereon, within thirty (30)

days after the expiration or prior termination of the Lease Term, if and only if Tenant has fully performed all of its obligations under the terms of this Lease. Landlord shall be entitled to withdraw from the deposit the amount of any unpaid Rent or Additional Charges or other amounts not paid to Landlord when due, and Tenant shall immediately redeposit an amount equal to that so withdrawn within ten (10) days after the Landlord's demand therefore.

7. **Tenant's Operations**.

A. Use of Premises. Tenant shall use the Premises only for the Section 1 Permitted Use. Tenant shall promptly comply, at its sole cost and expense, with such rules and regulations relating to the use of the Premises and Building as Landlord, from time to time, may promulgate. Tenant shall maintain the Premises in a clean, orderly and neat fashion and shall neither commit waste nor permit any waste to be committed thereon. Tenant shall not permit any accumulation of trash on or about the Premises.

B. Unlawful Use. Tenant shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation. Tenant shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or occupancy of the Premises including but not limited to 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.

C. Liens and Encumbrances. Tenant shall keep the Premises and Building free and clear of, and shall indemnify, defend and hold Landlord harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Lease or its use, improvement or occupancy of the Premises by Tenant or any of its principals, officers, employees or agents. If any lien is so filed against the Premises or Building, Tenant shall either cause the same to be fully discharged and released of record within ten (10) days after Landlord's demand therefore or within such period, provide Landlord with cash or other security acceptable to Landlord in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. Landlord shall have the right to disburse such security to cause the removal of the lien if a judgment is entered against Tenant in the lien proceeding or if Landlord otherwise deems such necessary, in Landlord's sole discretion.

D. Hazardous Substances. Tenant shall not, without Landlord's prior written consent, keep on or about the Premises or Building any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"). Tenant shall be fully and completely liable to Landlord for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises or Building. Tenant shall indemnify, defend and hold Landlord harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon Landlord (as well as Landlord's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances.

8. Utilities and Services.

A. General. Tenant shall be solely responsible for and shall pay when due and directly to the appropriate company all bills for, telephone and communication services due to its occupancy and use of the Premises. All other utilities to the Premises shall be paid by the Landlord. Utilities include water, sewer, and landscape maintenance.

B. Refuse Collection. Tenant shall provide at the Premises a minimum of two 50-gallon trash cans for use by Tenant's customers. Tenant shall each day remove and dispose of the contents of all Tenants' trash cans in a legal manner and at its sole cost and expense. Landlord may on occasion, but is not obligated to, provide dumpsters into which Tenant may empty its trash cans. On any day that Landlord provides dumpsters, Landlord will remove the contents of the dumpsters at its sole cost.

C. Recycling. Tenant shall provide its customers with receptacles for recycling. Tenant, at no cost to Landlord, shall collect, sort and separate into such categories as may be legally required, all solid waste products on the Premises, and recycle all such products that are locally accepted for recycling. Each separately sorted category of waste products shall be placed in separate receptacles reasonably approved by Landlord, which receptacles shall be dumped or removed from the Premises at such minimum frequency as shall be specified by Landlord.

D. Security Systems. Landlord may supply the building with a security system operated by a company of its choosing. In such event, Landlord shall provide Tenant the security code to access the Premises, and Tenant shall arm the system at the close of business each day. Landlord shall not be responsible for any failure of the security system.

E. Interruption. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or to relieve Tenant from any of Tenant's obligations hereunder or to give Tenant a right of action against Landlord for damages. Tenant acknowledges its understanding that there may be Landlord-planned utility outages affecting the Building and that such outages may interfere, from time to time, with Tenant's use of the Premises. Landlord shall endeavor to provide Tenant with forty-eight (48) hours prior notice of any Landlord-planned electricity outage in the Building but shall not be liable to Tenant for Landlord's failure to provide such notice. Landlord has no obligation to provide emergency or backup power to Tenant. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Tenant.

9. Licenses and Taxes.

Without any deduction or offset whatsoever, Tenant shall be liable for, and shall pay prior to delinquency, all taxes, license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes and other impositions levied with respect to all personal property located at the Premises or otherwise arising out of Tenant's operations on the Premises; Tenant shall pay all fees, charges, or costs, for any governmental inspections or examinations relating to Tenant's use and occupancy of the Premises, and shall pay all taxes on the leasehold interest created by this Agreement (e.g., leasehold excise taxes). The appropriate payment for leasehold excise taxes shall be remitted to Landlord with each percentage rent payment. Leasehold excise tax shall be listed separately on each Monthly Concessions Report. Tenant shall provide Landlord a copy of its current City of Seattle business license prior to placing any equipment on the Premises. Tenant shall assume all responsibility for obtaining and maintaining all applicable licenses necessary for its operations and paying all associated costs and expenses. Tenant shall keep all licenses current throughout the Lease Term and shall provide copies of all licenses to Landlord at the notice address listed in Section 1.

10. Alterations by Tenant.

Any future plans for improvements or alterations to the Premises by Tenant must be reviewed and approved by the Superintendent. Tenant shall not make any alteration or improvement to the Premises without the Superintendent's prior written approval. Any and all alterations, additions, renovations, or improvements affixed to or incorporated into the Premises shall remain in and be surrendered with the Premises as a part thereof at the

expiration or earlier termination of this Agreement; provided, to the extent that the Superintendent determines in its sole discretion that it approves and that it is practicable, Tenant may remove any approved improvements at Tenant's sole expense. If so removed, Tenant shall repair at its sole expense any damage done to the Premises as a result of such removal. Tenant shall be responsible for obtaining all permits, licenses and meeting all applicable development and construction standards or other requirements including but not limited to compliance with applicable building codes and with the Americans with Disabilities Act (ADA). Tenant expressly acknowledge that the provisions of the ADA may exceed requirements contained in building codes and other regulations and that such instances, the ADA requirements shall control.

11. Care of Premises.

A. General Obligation. Tenant shall take good care of the Premises and shall reimburse Landlord for all damage done to the Building or Premises that results from any act or omission of Tenant or any of Tenant's officers, contractors, agents, invitees, licensees or employees, including, but not limited to, cracking or breaking of glass. Tenant shall maintain its equipment in good working condition at no cost to Landlord. Tenant shall provide and keep on the Premises at all times a fire extinguisher meeting code requirements. Tenant shall comply with all fire code regulations pertaining to its equipment on the Premises.

B. Custodial Obligation. Tenant shall at its own expense, at all times, keep the Premises and areas immediately adjacent thereto in a very neat, clean, safe, and sanitary condition; keep the glass of all windows and doors clean and presentable, and shall remove snow and ice. Tenant shall furnish all cleaning supplies and materials needed to operate the Concession in the manner prescribed in this Lease; Tenant shall provide all necessary janitorial service to adequately maintain the inside of the Premises. Tenant shall be responsible for keeping the sidewalks immediately adjacent to the perimeter of the Premises free of litter and clean of spills resulting from Tenant's operations.

If Tenant fails to take good care of the Premises, Landlord, at its option, may do so, and in such event, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as an Additional Charge. Landlord shall have the right to enter the Premises for such purposes. Landlord shall not be liable for interference with light, air or view. All normal repairs necessary to maintain the Building in a reasonable condition, as determined by Landlord, shall be performed under Landlord's direction and at its expense, except as otherwise provided herein. Except as provided in the section captioned Destruction, there shall be no abatement or reduction of rent arising by reason of Landlord's making of repairs, alterations or improvements.

C. Prohibited Equipment. No gas, coal, charcoal, or similar portable cooking equipment is permitted inside or outside the Premises unless prior written approval is obtained from the Superintendent of Parks and Recreation, and unless all required permits are obtained by Tenant. Vending machines are prohibited on or about the Premises.

12. Surrender of Premises.

At the expiration or sooner termination of the Lease Term, Tenant shall return the Premises to Landlord in the same condition in which received (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by Landlord), reasonable wear and tear excepted. Prior to such return, Tenant shall remove its personal property and moveable trade fixtures and appliances and equipment that have not been attached to the Premises, and shall repair any damage resulting from their removal. In no event shall Tenant remove floor coverings; heating, ventilating and air conditioning equipment; lighting equipment or fixtures; or floor, window or wall coverings unless otherwise specifically directed by Landlord in writing. Tenant's obligations under this paragraph shall survive the expiration or termination of this Lease. Tenant shall indemnify Landlord for all damages and losses suffered as a result of Tenant's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and appliances and to redeliver the Premises on a timely basis. Tenant shall surrender all keys to the Premises or Building to Landlord.

If upon expiration or ten (10) days after termination of this Lease Tenant has not removed its personal property and moveable trade fixtures and appliances and equipment, Landlord may, but need not, remove Tenant's personal property and hold it for the Tenant, or place the same in storage, all at the expense and risk of the Tenant. Tenant shall reimburse Landlord for any expense incurred by Landlord in connection with such removal and storage. Landlord shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first, to the cost of sale; second, to the payment of the charges for storage; and third, to the payment of any other amounts which may then be due from Tenant to Landlord; the balance, if any, shall be paid to the Tenant.

13. Waiver; Indemnification.

A. Tenant's Indemnification. Except as otherwise provided in this section, Tenant shall indemnify, defend (using legal counsel acceptable to Landlord) and save Landlord, its officers, agents, employees and contractors, harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including Landlord's 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) Tenant's occupation, use or improvement of the Premises, or that of any of its employees, agents or contractors, (ii) Tenant's breach of its obligations hereunder, or (iii) any act or omission of Tenant or any subtenant, licensee, assignee or Concessionaire of Tenant, or of any officer, agent, employee, guest or invitee of any of the same in or about the Building. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the Lease Term shall survive termination or expiration of this Lease. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Premises. **LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.**

B. Release of Claims. Tenant hereby fully and completely waives and releases all claims against Landlord for any losses or other damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises, including but not limited to any defect in or failure of Building equipment; any failure to make repairs; any defect, failure, surge in, or interruption of Building facilities or services; broken glass; water leakage; the collapse of any Building component; or any act, omission or negligence of any licensees or any other persons or occupants of the Building.

C. Limitation of Tenant's Indemnification. In compliance with RCW 4.24.115 as in effect on the date of this Lease, all provisions of this Lease pursuant to which Landlord or Tenant (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to Persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Building, (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; PROVIDED, HOWEVER, the limitations on indemnity set forth in this section shall automatically and without further act by either Landlord or Tenant be deemed amended so as to remove any of the restrictions contained in this section no longer required by then applicable law.

Attachment 3

14. Insurance.

A. Tenant-Provided Insurance Coverages and Limits of Liability.

(1) Prior to the commencement of any Premises use under this Lease, Tenant shall maintain, in full force and effect, at no expense to Landlord, insurance as specified below:

(a) **Commercial General Liability (CGL) insurance including**:

- Premises/Operations
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual
- Stop Gap/Employers Liability
- Independent Contractors
- Fire/Tenant Legal

Such insurance shall provide a minimum limit of liability of $1,000,000 each occurrence bodily injury and property damage combined single limit (CSL) except:

$1,000,000 each offense Personal/Advertising injury
$ 500,000 Fire/Tenant Legal
$1,000,000 each accident/disease/employee Stop Gap/Employers Liability

(b) **Automobile Liability** insurance, including coverage for owned, non-owned, leased or hired vehicles as appropriate with a minimum limit of liability of $1,000,000 CSL.

(c) **Workers' Compensation** insurance securing Tenant's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

(d) **Property Insurance** under which the Tenant's furniture, fixtures, equipment and inventory and all alterations, additions, improvements that Tenant makes to the Premises and trade fixtures that Tenant installs within the Premises (Tenant Property) are insured throughout the Lease Term on a replacement cost basis against the following perils: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss - Special Form

(ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the payment of rent and other fixed costs during any interruption of Tenant's business. Landlord shall be provided with an insurer's waiver of subrogation and, in addition, a waiver of rights of recovery as respects to any deductible amount under such insurance.

B. Landlord-Provided Insurance Coverages and Limits of Liability. Prior to the commencement of any Premises use under this Lease, Landlord shall secure and shall thereafter maintain, in full force and effect throughout the entire Lease Term, all risks of direct of direct physical loss or damage property insurance or self-insurance on the Building (excluding Tenant Property) on a replacement cost basis. Tenant shall be provided with an insurer's waiver of subrogation and, in addition, a waiver of rights of recovery for any deductible amount expended by the City except to the extent to which both (1) Tenant may be responsible for loss of damage to the Building, and (2) Tenant's Fire/Tenant Liability insurance responds to such liability.

C. General Requirements Regarding Tenant's Insurance; Adjustments (Not Applicable to Worker's Compensation Insurance.

(1) The insurance required by Subsections 14.A (1) (a) and (b) shall be endorsed to include the City of Seattle as an additional insured for primary and non-contributory limits of liability and shall not be cancelled without a forty-five (45) day written notice of cancellation, except thirty (30) days for surplus lines policies and ten (10) days as respects cancellation for non-payment of premium, to the Landlord in accordance with the provisions of RCW 48.18.290 ("Cancellation by insurer"). Such notice shall be delivered to Landlord at its address as specified in or pursuant to Subsection 1.H hereof.

(2) All insurance policies required hereunder shall be subject to approval by the Landlord's Risk Manager as to company, form and coverage. All policies shall be issued by a company rated A–:VII or higher in the then-current A. M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines licensed insurance broker.

(3) Any deductible or self-insured retention in excess of $2,500 must be disclosed to, and shall be subject to approval by, the Landlord's Risk Manager. The cost of any claim payments falling within a deductible or self-insured retention shall be the responsibility of Tenant.

(4) Coverage and/or limits may be altered or increased as necessary to reflect type of or exposure to risk. Landlord shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days' prior written notice.

D. Evidence of Insurance (Not Applicable to Worker's Compensation Insurance. The following documents must be delivered to the Landlord at its address as specified in or pursuant to Subsection 1.H hereof, as evidence of the insurance coverage secured and maintained by Tenant:

(1) On or before the Commencement Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

(a) A copy of each policy's declarations page showing the insuring company, policy period, limits of liability and a copy of each policy's schedule of forms and endorsements;

(b) A copy of policy provisions or endorsements documenting that the City of Seattle is an Additional Insured for primary and non-contributory limits of liability;

(c) A copy of the policy provisions documenting that coverage shall not be cancelled without a forty-five (45) day written notice of cancellation to the Landlord, except thirty (30) days for surplus lines policies and ten (10) days as respects cancellation for non-payment of premium, in accordance with the provisions of RCW 48.18.290 ("Cancellation by insurer").

(2) Pending issuance of the documentation specified in Subsection 14.C (1) hereof, binders and evidence of property insurance may be furnished to documenting compliance with the provisions of this Section 14 in lieu of declarations pages and schedule of forms and endorsements.

(3) Within thirty (30) Days after Tenant's receipt of Landlord's written request therefore, a certified true and complete copy of each policy.

E. Reconstruction Following Loss. Landlord shall proceed with reasonable diligence as soon as sufficient insurance and other funds are available therefore, to prepare plans and specifications for, and thereafter to carry out, all work necessary (a) to repair and restore the Building and the Premises (excluding Tenant Property) that have been damaged by any insured casualty to their former condition, or (b) to replace the Premises (excluding Tenant Property) and all improvements made thereto with a facility of a quality and usefulness for the activities contemplated in this Lease that is at least equivalent to, or more suitable than, the Building and Premises that were damaged or destroyed. Tenant shall proceed with reasonable diligence as soon as sufficient insurance and other funds are available to repair, restore and or replace its Tenant Property so as to resume activities as contemplated in this Lease.

F. Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Tenant.

15. Assignment or Sublease.

Tenant shall not sublet or encumber the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of Landlord. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. Any assignment or sublease, without Landlord's prior written consent, at Landlord's option, shall be void. No assignment or sublease shall release Tenant from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Tenant's outstanding voting stock, shall constitute an assignment for the purposes of this Lease. If Tenant is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

16. Destruction.

If the Premises are rendered partially or totally untenantable by fire or other casualty, Landlord may elect to terminate this Lease and/or cause repairs to be made. Rent shall be abated in the proportion that the untenantable portion of the Premises bears to the whole thereof, as determined by Landlord, for the period from the date of the casualty to the completion of the repairs, unless the casualty results from or is contributed to by the negligence of Tenant or any of its officers, contractors, agents, invitees, guests or employees or Tenant's breach of this Lease. If thirty percent (30%) or more of the Building floor space is destroyed or damaged, then regardless of whether the Premises are damaged or not, Landlord may elect to terminate this Lease. Landlord shall advise Tenant of

Landlord's election to repair or terminate by giving notice to Tenant thereof within thirty (30) days after the occurrence. In the event of damage by casualty, Tenant shall, at its sole cost and expense, repair all damage to its own personal property and to all improvements that Tenant has made to the Premises. Landlord shall not be liable to Tenant for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Building or Premises.

17. Eminent Domain.

A. Taking. If all or a portion of the Premises are taken by Eminent Domain, this Lease shall terminate as of the date Tenant is required to vacate any portion of the Premises and all Rent and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If this Lease is so terminated, all Rent and Additional Charges shall be paid to the date of termination.

B. Award. Landlord reserves all rights to the entire damage award or payment for any taking by Eminent Domain and Tenant waives all claims whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any rights Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as Landlord, from time to time, may request. Tenant, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss incurred by Tenant in moving Tenant's merchandise, furniture, trade fixtures and equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not out of or as part of Landlord's damages.

18. Default by Tenant.

A. Definition. If Tenant violates or breaches or fails to keep or perform any covenant, term or condition of this Lease, or if Tenant abandons, deserts, vacates, or otherwise removes its operations from the Premises without the prior consent of Landlord, Tenant shall be deemed in default hereunder (a "Default"). If a Default continues for or is not remedied within ten (10) days (or, if no default of any monetary obligation is involved, within thirty (30) days) after written notice thereof has been given by Landlord to Tenant specifying the Default, then Landlord shall have the following nonexclusive rights and remedies, at its option: (i) to cure such default on Tenant's behalf and at Tenant's sole expense and to charge Tenant for all costs and expenses incurred by Landlord in effecting such cure as an Additional Charge; or

(ii) to elect at any time to terminate this Lease and all of the rights of Tenant in or to the Premises. Notwithstanding the foregoing time frames, if Tenant's Default is a violation of any health regulation, as determined by the Seattle King County Department of Health, then Landlord may terminate this Lease immediately.

If Landlord elects to terminate this Lease, Tenant shall also be liable to City for all amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result there from, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

19. Landlord's Remedies Cumulative; Waiver.

Landlord's rights and remedies hereunder are not exclusive, but cumulative, and Landlord's exercise of any right or remedy due to a default or breach by Tenant shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that Landlord may have under this Lease or by law or in equity. Neither the acceptance of rent nor any other act or omission of Landlord at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Lease shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to stop Landlord at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Lease.

20. Attorneys' Fees.

If either party retains the services of an attorney in connection with enforcing the terms of this Lease, each party agrees to bear its own attorneys' fees and costs.

21. Access by Landlord.

Landlord and its agents shall have the right to enter the Premises at any time to examine the same and to make such repairs, alterations, additions or improvements to the Premises or Building as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary in an emergency, Landlord may enter the same by master key or may forcibly enter the same, without rendering Landlord liable therefore. Nothing contained herein shall be construed to impose upon Landlord any duty of repair or

other obligation not specifically stated in this Lease. Tenant shall change the locks to the Premises only through Landlord and upon paying Landlord for all costs related thereto.

22. Holding Over.

Unless otherwise agreed in writing by the parties hereto, any holding over by Tenant after the expiration of the Lease Term, whether or not consented to by Landlord, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein. Any holdover tenancy may be terminated by either party by written notice delivered to the other party not later than twenty (20) days prior to the end of the final month. If Tenant fails to surrender the Premises upon the expiration or termination of this Lease, Tenant shall indemnify, defend and hold harmless Landlord from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure.

23. Notices.

Any notice, demand or request required hereunder shall be given in writing to the party's address set forth in Section 1.H hereof by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail.

24. Tenant Authority and Liability.

Tenant warrants that this Lease has been duly authorized, executed and delivered by Tenant, and that Tenant has the requisite power and authority to enter into this Lease and perform its obligations hereunder. Tenant covenants to provide Landlord with evidence of its authority and the authorization of this Lease upon request.

25. Continuous Operation.

Tenant shall keep the Premises open and use them to transact business with the public daily during hours as designated below or as otherwise may be designated by the Superintendent of the Department of Parks and Recreation of the City of Seattle. Subject to the approval of the Superintendent, Tenant may, upon posting a written notice to the public of not less than one week in duration prior to any approved closure; close the Premises for a reasonable period for repairs or any approved remodeling, or for taking inventory. Tenant shall close to accommodate construction by Landlord of public improvements upon one week's notice from the Superintendent. Tenant shall furnish an approved sign at the Premises entrance advising the public of any approved closure.

Minimum hours of operation of the Premises are as follows:

Jan-Feb	— vendor may open, not required
March-April	— vendor may open, not required
May - June	— 12 hours per weekend, 10 hours per Monday-Friday
July-August	— 16 hours per weekend, 40 hours per Monday-Friday
Sept	— 12 hours per weekend, 10 hours per Monday-Friday
Oct - Nov	— vendor may open, not required
Dec	— vendor may open, not required

The dates and times of operation may be modified from time to time due to inclement weather and by mutual agreement of the parties hereto.

26. Standards.

Tenant recognizes that, although it is operating its facilities as an independent operator for profit, the Department of Parks and Recreation is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. Tenant, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of Green Lake Park.

Tenant shall operate and conduct the facilities on the Premises in a businesslike manner, and will not permit any conduct on the part of Tenant's employees which would be detrimental to the Landlord's operation of Green Lake Park.

Tenant shall provide sufficient personnel to adequately staff the Concession at all times. All personnel shall be dressed in neat appearing attire which clearly identifies them as Tenant's employees.

In the event the City receives a substantial amount of customer complaints regarding the operation at this facility, the City will notify the Concessionaire and he/she shall take

whatever action as appropriate to remedy the situation in a timely manner to the satisfaction of the City.

27. City's Control of Premises and Vicinity.

Green Lake Park and all common areas and other facilities provided by the City in or about the Premises, including any parking areas and picnic areas, are subject to the exclusive control and management by the City. Accordingly, the City may do, therefore, any and all of the following (among other activities in support of Seattle Parks and Recreation or other municipal objectives), all without incurring any liability whatsoever to Tenant:

Change of Vicinity. The City may increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, and parking areas in the vicinity of the Premises;

Traffic Regulation. The City may regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of Tenant and its invitees, employees, and patrons.

Display of Promotional Materials. The City may erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to and nearby the Premises.

Promulgation of Rules. The City shall promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any City park property including, but not limited to, the Premises.

Change of Businesses. The City may change the size, number, and type and identity of concessions, stores, businesses and operations being conducted or undertaken in the vicinity of the Premises.

28. Tenants Records.

Tenant shall keep true, full, and accurate books of account setting forth Gross Receipts, together with any other information which will in any way affect the determination of Percentage Rent payable under this Lease. Landlord shall be allowed after five (5) days prior notice, to inspect Tenant's books of account at the Premises and to procure audits thereof by a Certified Public Accountant. If in the judgment of such accountant Tenant's books of account are incomplete or improperly reflect the information necessary to an accurate determination of the rents payable under this Lease, or if the audit shall show that the reports submitted by Tenant understated Tenant's Gross Receipts by more than three percent (3%) thereof for any year covered by the audit, the costs and fees for such audit shall be paid by Tenant as an Additional Charge. If such audit discloses any willful or

intentional effort to understate Gross Receipts, then, at Landlord's option, Tenant may be required to surrender possession of the Premises.

Tenant shall retain all books of accounting and any other information which will in any way affect the determination of Percentage Rent payable under this Lease for a period of six (6) years after the expiration or termination of this Lease, and Tenant shall make them available for inspection at the Premises within ten (10) days of Landlord's demand therefore. This section shall survive expiration or termination of this Lease.

29. Data to State and Federal Governments.

Within ten (10) days of Landlord's request therefore, Tenant shall provide, at Tenant's sole cost and expense, necessary data relating to Tenant's use of the Premises or to any aspect(s) of this Lease, including reports or information of any kind, to enable Landlord to fully comply with any and every requirement of the State of Washington and the United States of America.

30. Force Majeure.

Landlord shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war.

31. Counterparts.

This Lease may be executed by the parties in counterparts, which, taken together, constitute the entire Lease.

32. Headings.

The section headings used in this Lease are used for purposes of convenience and do not alter in any manner the content of the sections.

33. Context.

Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

34. Time of Essence; Time Calculation Method.

Time is of the essence with respect to this Lease. Except as otherwise specifically provided, any reference in this Lease to the word "day" means a "calendar day;" provided, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Lease to the word "month" means "calendar month."

35. Entire Agreement; Applicable Law.

This Lease and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of Landlord and Tenant concerning the Premises, and there are no other agreements or understanding, oral or written, between Landlord and Tenant concerning the Premises. Any subsequent modification or amendment of this Lease shall be binding upon Landlord and Tenant only if reduced to writing and signed by them. This Lease shall be governed by, and construed in accordance with the laws of the State of Washington.

36. 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.

37. No Partnership.

The City shall in no event be construed to be a partner, associate, or joint venturer of the Tenant or any party associated with the Tenant. The Tenant shall not create any obligation or responsibility on behalf of the City or bind the City in any manner.

Attachment 3

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

LANDLORD:
THE CITY OF SEATTLE

By: _____
[Signature]

Christopher Williams, Superintendent
Department of Parks and Recreation

TENANT:
WALID AL ABTAN and MANAL R SAHMARANI, dba GOGO ICE CREAM

By: _____
[Signature]

_____
[Print or type name of signer]

_____
[Print or type title of signer]

By: _____

_____
[Print or type name of signer]

_____
[Print or type title of signer]

Attachment 3

STATE OF WASHINGTON)
) ss. (Acknowledgement for Lessor, The City of Seattle)
COUNTY OF KING)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Christopher Williams, known to me to be the Superintendent of the Department of Parks and Recreation of **THE CITY OF SEATTLE**, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

_____ _____
[Signature] *[Printed Name]*

NOTARY PUBLIC in and for the State of Washington residing at _____.
My commission expires _____.

STATE OF _____)
) ss. (Acknowledgement for Tenant)
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who executed the foregoing Lease as Tenant; and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed of said entity for the uses and purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.

_____ _____
[Signature] *[Printed Name]*

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

My commission expires _____.

Attachment 3

Exhibit A – WEST GREEN LAKE CONCESSION STAND AND PARK

GREEN LAKE PARK WEST BEACH

Attachment 3

Exhibit B - Concession Monthly Report of Gross Receipts

Concessionaire Name: _____

For Month of: _____ Year: 201__

Concession Location: _____ Park

Total Gross Sales Listed On Page 2:	$_____.____	"A"
Less Sales Tax Collected:	$_____.____	"B"
Equals Net Sales (A minus B):	$_____.____	"C"
Concession Fee Dollar Amount From Your Agreement:	$_____.____	"D"
State Leasehold Excise Tax (12.84% times of E):	$_____.____	"E"
Late Fee If Paid After the 10th Of The Month	$ 25.00	(F)
Interest If Applicable	$_____	(G)
TOTAL REMITTED (H=D + E+F+G) to Parks:	$_____.____	"H"

F & G Are Only Applicable For Late Payments

Make your check payable to "Seattle Parks" and mail your check and this Monthly Report to reach Seattle Parks by the 10th day of the month following the month being reported.

Mail total Payment ("H") to: The City of Seattle Parks and Recreation, Attn. Rita Hollomon, Department Concessions Coordinator, 800 Maynard Ave. S., Suite 300, Seattle, WA 98134

I, the undersigned, do hereby certify, under penalty of perjury, that the above gross sales statement is true and correct.

Signed: _____ Date: _____, ___ 201__

Attachment 3

	(month)	*(day)*

Attachment 3

Daily Sales Record

Concessionaire Name: _____ For The Month: _____, 2014

Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales	Day of Month	Time Opened & Closed	# Hours Open	Daily Gross Sales
1	/		$.	17	/		$.
2	/		$.	18	/		$.
3	/		$.	19	/		$.
4	/		$.	20	/		$.
5	/		$.	21	/		$.
6	/		$.	22	/		$.
7	/		$.	23	/		$.
8	/		$.	24	/		$.
9	/		$.	25	/		$.
10	/		$.	26	/		$.
11	/		$.	27	/		$.
12	/		$.	28	/		$.
13	/		$.	29	/		$.
14	/		$.	30	/		$.
15	/		$.	31	/		$.
16	/		$.		Total of All Days Post To "A" On Page 1		$.

Total Each Day's Daily Sales And Post Of All Days The Total Here

Comments: _____

_____

_____

Attachment 3

(If you operate more than one concession site then submit a complete set of 2 pages of this Monthly Report for each location or site.)

Form revised: February 26, 2014

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Dan Iverson/233-0063	Catherine Cornwall/684-8725

Legislation Title: AN ORDINANCE relating to food and beverage concessions in several City of Seattle parks; authorizing the Superintendent of the Department of Parks and Recreation to enter into five-year concession lease agreements with food service providers to provide food services at Gas Works Park, West Green Lake Beach and Madrona Park.

Summary of the Legislation:
The proposed legislation approves three concession agreements with food service providers to operate concessions located at Gas Works, West Green Lake Beach and Madrona Parks.

Background: Department of Parks and Recreation (DPR) has long operated the three concession stands included in this legislation through various short-term agreements with summer-only operators, selected through an annual request for proposal (RFP) process. Quality of services offered and revenues to the department have varied significantly from year to year, with these locations underperforming relative to the popularity and use levels in these parks. Given the short-term of earlier agreements, there has been no incentive to encourage concessionaire investment or marketing to improve services. In November 2011, DPR advertised an RFP process for long-term food service providers for the three park concession stands. West Green Lake Beach attracted three responses; and Gas Works attracted two responses; no responses were initially received for Madrona Park.

RFP outcome:
All proposals were thoroughly reviewed by a team of three Parks staff evaluators. After the RFP process was completed, but before the legislation was prepared, the sewer line at West Green Lake Beach failed and the winning respondent to the Green Lake proposal decided to withdraw; the opportunity was then extended to the next highest bidder, Walid Al Abtan (after completion of sewer repairs). Walid Al Abtan was also the successful bidder for Gas Works; as his proposal best met the RFP review criteria and was judged to be the most advantageous to the City. While no proposal was received for the Madrona location, DPR negotiated with Mr. Al Abtan and his wife to operate at Madrona. All food service operators selected are minority-owned small businesses with histories of operating successful DPR concession locations as well as other stand-alone food service businesses in Seattle. The three leases are similar; however, minimum rents vary, increasing with the size of the stand and busyness of the location. In exchange for longer term concession leases, DPR has secured higher guaranteed minimum returns and hopes to see commensurate improvements in quality of offerings and consistency in service.

Please check one of the following:

____ **This legislation does not have any financial implications.**
(Please skip to "Other Implications" section at the end of the document and answer questions a-h. Earlier sections that are left blank should be deleted. Please delete the instructions provided in parentheses at the end of each question.)

__X__ **This legislation has financial implications.**
(If the legislation has direct fiscal impacts (e.g., appropriations, revenue, positions), fill out the relevant sections below. If the financial implications are indirect or longer-term, describe them in narrative in the "Other Implications" Section. Please delete the instructions provided in parentheses at the end of each title and question.)

Appropriations:

(This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation please provide details in the Appropriation Notes section below. If the appropriation is not supported by revenue/reimbursements, please confirm that there is available fund balance to cover this appropriation in the note section.)

Fund Name and Number	Department	Budget Control Level*	2014 Appropriation	2015 Anticipated Appropriation
TOTAL	**N/A**	**N/A**	**N/A**	**N/A**

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

Appropriations Notes: N/A

Anticipated Revenue/Reimbursement Resulting from this Legislation:

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

Fund Name and Number	Department	Revenue Source	2014 Revenue	2015 Revenue
Park and Recreation Fund (10200)	Parks and Recreation	Concessions/ Gasworks	$2,100.00	$ 2,100.00
Park and Recreation Fund (10200)	Parks and Recreation	Concessions/ West Green Lake Beach	$1,500.00	$ 6,300.00
Park and Recreation Fund (10200)	Parks and Recreation	Concessions/ Madrona	$1,850.00	$ 1,850.00
TOTAL			**$5,450.00**	**$10,250.00**

Revenue/Reimbursement Notes: Approval of this legislation is expected to generate $10,250 in 2015 and remain at this level *as a minimum* for the five year term of the agreements. This compares favorably to the $5,450 in total expected revenues for the three locations generated in 2014. Also, there is the potential for higher revenues because the agreements allow for year round and long-term operation, providing the concessionaires the opportunity to build branding and marketing for their food service operations.

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

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2014 Positions	2014 FTE	2015 Positions*	2015 FTE*
TOTAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Position Notes: N/A

Do positions sunset in the future? N/A

Spending/Cash Flow:

Fund Name & #	Department	Budget Control Level*	2014 Expenditures	2015 Anticipated Expenditures
TOTAL	N/A	N/A	N/A	N/A

Spending/Cash Flow Notes: N/A

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?** The long-term implication is the potential for higher revenues that may come with more concessionaire marketing and improvements to the concession stands.

b) **What is the financial cost of not implementing the legislation?** Vendors would continue to operate only seasonally (typically 3 months a year June, July, and August) with expected total revenues for the 3 locations being approximately $5,450 annually. With the extended concession leases, DPR receives a guarantee of occupancy for five years and improved revenues, resulting in minimum revenues of $10,250 for the three locations combined.

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; however, the initial RFP was advertised in the Daily Journal of Commerce.

g) Does this legislation affect a piece of property?
Yes, food service providers will be operating on park property through lease agreements authorized by this legislation.

h) Other Issues: None

List attachments to the fiscal note below:
None

City of Seattle
Edward B. Murray
Mayor

June 17, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

I am pleased to transmit the attached proposed Council Bill which authorizes the Superintendent of Parks and Recreation to enter into agreements for the operation of the food concession stands at the City's Gas Works Park, West Green Lake Beach, Madrona and Seward Parks. The ordinance authorizes five-year agreements, with an option to extend an additional five years.

The four concession stands are Department of Parks and Recreation (DPR) locations that have been operated historically by a long series of summer-only concessionaires, operating with one-year leases. Because of the short term of the previous agreements, concessionaires have had no incentive to invest in or develop their businesses. In November 2011, DPR advertised a Request for Proposal (RFP) process for long-term food service providers for the four park concession stands. All responses to the RFP were thoroughly reviewed by a team of three Parks staff evaluators, with Walid Al Abtan and Manal Sahmarani (for the Gas Works, West Green Lake Beach and Madrona locations); and Michael Blackwell (for the Seward Park location) selected as the proposals that best met the RFP review criteria and were judged to be the most advantageous to the City. All operators selected are minority owned small businesses that have a history of operating successful Parks concession locations as well as other stand-alone food service businesses in Seattle.

Approval of this legislation will ensure the smooth operation of the concessions for the next five years and increase the quality of offerings to Park users, along with increasing revenues to DPR. Thank you for your consideration of this legislation. Should you have questions, please contact Charles Ng at 684-8001

Sincerely,

Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Office of the Mayor
Seattle City Hall, 7th Floor
600 Fourth Avenue
PO Box 94749
Seattle, Washington 98124-4749

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