

Introduced by

ORDINANCE NO. 2805

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AN ORDINANCE relating to an agreement between King County and Northwest Marine Trade Association for the use of the King County Domed Stadium in accordance with Ordinance 2556, and authorizing the King County Executive to sign said agreement pursuant to Ordinance 2556.

WHEREAS, King County is the owner of the King County Domed Stadium which is suitable for the displaying of consumer and trade industry shows; and

WHEREAS, Northwest Marine Trade Association desires to rent the King County Stadium for a period of five years for the presentation of a consumer and trade show for boats and watercraft; and

WHEREAS, King County and Northwest Marine Trade Association have negotiated an agreement for the use of the King County Domed Stadium at such rental rates, terms and conditions which adequately protect the public interest and reasonably reflect existing market conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

The execution of the agreement between King County and Northwest Marine Trade Association, a copy of which is attached hereto and by this reference made a part hereof, in accordance with Ordinance 2556 is hereby authorized and approved.

INTRODUCED AND READ for the first time this 21st day of June, 1976.

PASSED this 26th day of July, 1976.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DAVE MOONEY

Chairman

ATTEST:

DOROTHY M. OWENS

Clerk of the Council

APPROVED this 28th day of July, 1976.

JOHN D. SPELLMAN
King County Executive

KINGDOME RENTAL AGREEMENT

THIS AGREEMENT, made this _____ day of August, 1976, by and between KING COUNTY, hereafter referred to as County, and NORTHWEST MARINE TRADE ASSOCIATION, Suite 300, 1910 Fairview East, Seattle, Washington 98102, hereafter referred to as Tenant.

W I T N E S S E T H:

WHEREAS, the County owns and operates the King County Domed Stadium, also known as the "Kingdome," located at 201 South King Street in the City of Seattle; and

WHEREAS, the Tenant desires to rent the King County Domed Stadium for the presentation of a Consumer Industry Trade Show, i.e. a boat show;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE ONEDefinitions

All words in this Agreement bearing initial capitals, other than proper nouns, section headings or words required to be capitalized for proper usage, are defined terms and shall have meanings specifically assigned to them in this article.

As used in this Agreement, the following terms and words are hereby defined as follows:

1.1 County means King County, a municipal corporation of the State of Washington.

1.2 Event shall refer collectively to all uses to which the rented premises are put during the term of this Agreement.

1.3 "Kingdome" means the multi-purpose Stadium constructed and owned by King County and includes all structures, equipment, and other appurtenances now on the site of the Kingdome.

1.4 Stadium Concessionaire means the food, beverage, and novelty concessionaire that is under contract with King County.

1.5 Stadium Director means the director of the Department of Stadium Administration for King County and the person responsible for complete administration of the Kingdome on behalf of King County.

1.6 Stadium Premises means those areas of the Kingdome which have been rented to Tenant.

1.7 Tenant means the Northwest Marine Trade Association.

1.8 Term means the initial term of this Agreement set forth in Article Two and, if the Tenant exercises its option to extend the initial term, such extended term.

ARTICLE TWO

Term

The County hereby agrees to rent to the Tenant the following areas of the King County Domed Stadium located at 201 South King Street, in the City of Seattle: the Kingdome, except the parking areas, for a period of fifteen (15) days, commencing at 12:01 a.m. on the 18th day of January, 1977, and ending at 12:00 midnight on the 1st day of February, 1977. The County further agrees to rent the Kingdome, excluding parking areas, to the Tenant for four (4) additional consecutive years on the same or mutually acceptable dates, it being understood that the last two weeks in January are, and will continue to be, the optimum time for scheduling this event. Tenant agrees to utilize the Kingdome for the purpose of presenting a Consumer Industry Trade Show only.

ARTICLE THREEConsideration

3.1 The rental rate agreed to by the parties for the use and occupancy of the King County Domed Stadium, as described herein, shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for each and every day of move in and move out, and for each and every day the event is open to the public a sum equaling fifteen percent (15%) of gross paid admissions less Seattle admissions tax but not less than Three Thousand and No/100 Dollars (\$3,000.00) for each such day.

3.2 The minimum annual consideration payable for each year of this agreement subsequent to the first year shall be increased by the percentage of increase in the United States Bureau of Labor Statistics Consumer Price Index for the Seattle-Everett Metropolitan Area for September of the year preceding the next event. For example, for the Event scheduled in 1978, the consideration shall be increased by the percentage increase in the Consumer Price Index between September 1976 and September 1977. If said price index shall be discontinued, there shall be substituted any comparable revised or substituted price index prepared by the federal government.

ARTICLE FOURReceipt of Partial Consideration

As partial consideration for the execution of this rental agreement, the Tenant shall be required to pay the County the sum of Five Thousand and No/100 Dollars (\$5,000.00) before January 5 of each year of this agreement. Receipt of the sum of \$5,000.00 from Tenant for the first such year, contemporaneous with the execution of this agreement is hereby acknowledged by the County. If the Tenant shall have fully

complied with all the terms and conditions of this rental agreement, but not otherwise, said sum so paid shall be credited to Tenant's final payment of rent, as provided in Article 5 below. If the Tenant does not fully comply with the terms and conditions of this rental agreement, the partial consideration, whether paid or unpaid, shall be applied to curing any loss or damage arising out of such default.

ARTICLE FIVE

Payment of Rent

5.1 Tenant agrees to tender payment of rent agreed to under this agreement by noon on February 3, 1977. The partial consideration specified under Section 3 herein shall be credited against the amount due on February 3, 1977.

5.2 For the years 1978, 1979, 1980, 1981, Tenant shall pay County within five working days after the end of the event for that year.

ARTICLE SIX

Insurance

6.1 Liability Insurance. The County, at its option, shall provide insurance as specified below or require the Tenant to provide the same insurance naming the County as an insured.

A. If the County provides the insurance it shall provide general public liability and property damage liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000.00) combined single-limit bodily injury and/or property damage liability. The Tenant shall be added as an insured as respects its use of the stadium as outlined in this agreement.

The Tenant agrees to protect and save the County harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereon arising in favor of Tenant's employees, Tenant's volunteers, or participants in events. It is further agreed

that no coverage is provided in County's general public liability policy for claims arising out of the ownership or use or control of motor vehicles by Tenant.

The County shall charge back to Tenant the actual cost of general liability and property damage coverage provided by the County on behalf of the Tenant. The rates charged will be based on actual attendance, or receipts, during the period for which the Tenant has rented the Stadium. These rates will be available in the office of the Stadium Director. This chargeback is in addition to the rental fee paid by the Tenant.

For and in consideration of the execution of this rental agreement by each of the parties hereto, they herewith and hereby release and relieve the other and waive their entire claim of recovery for loss or damage to property arising out of or related to fire, lightning, and the perils included in the extended coverage endorsement in, on, or about the Stadium premises, whether due to the negligence of any said parties, their agents, or employees, or otherwise.

B. If the County elects to require the Tenant to provide insurance, the Tenant shall provide the same insurance coverage specified in part A above, and shall provide the County with a duplicate copy of the entire policy not later than 15 days before the event for which the Stadium is to be used by the Tenant.

6.2 Indemnification.

A. Generally. The Tenant agrees to protect, indemnify and hold harmless the County, its elected officials, employees, and agents from any and all liability, loss, damage, or expense resulting from the Tenant's use of the Stadium Premises or any adjacent County premises during the term of this rental agreement.

B. Use of trademark materials. Tenant assumes all costs arising from the use of patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of this rental agreement; and Tenant further agrees to indemnify and hold harmless County, its elected and appointed officials, and employees while acting within the scope of their duties as such from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, for or on account of the use of any patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, or dramatic rights furnished or used by Tenant and/or its participants or attendees in connection with this rental agreement.

C. Handling of Tenant's property. Tenant agrees that if County or its elected or appointed officials or any of its employees or agents should receive, handle, have in their care or custody property of any kind shipped or otherwise delivered to the Stadium Premises either prior to, during, or subsequent to the use of the facilities by any Tenant or its contestants and/or its exhibitors in connection with this agreement, County and its officers, agents, and employees shall act solely for the accommodation of Tenant, and neither County nor its elected or appointed officials or officers, agents, or employees shall be liable for any loss or damage or injury to such property.

ARTICLE SEVEN

Condition of the Premises

It is understood and agreed that the County hereby rents to the Tenant the Stadium Premises described herein "as is," with the floor clear of obstructions to the concrete and without portable seating, and that the Tenant will make,

at its own expense, any or all changes, alterations, installations, and decorations thereupon, which changes, alterations, installations, and decorations must have the prior written approval of the Stadium Director, which approval shall be timely given and not unreasonably withheld; it is further understood and agreed that the Tenant will restore, at its own expense, the rented premises to the same condition in which they existed prior to any alterations made thereon, said restoration to include final cleanup.

ARTICLE EIGHT

Impossibility

The County shall not be responsible for its failure to make the premises available or provide the facilities and services described herein where such performance is rendered impossible or impractical due to strikes, walk-outs, acts of God, inability to obtain labor, materials, or services, government restrictions, enemy action, civil commotion, fire, unavoidable casualty, or similar causes beyond the control of the County, in which case the partial consideration paid under Article Four shall be refunded in full.

ARTICLE NINE

Light, Heat, and Cleanup

The County agrees to furnish, at no expense to the Tenant and in reasonable amounts, general overhead lighting from permanent fixtures installed in the building and heat and air conditioning during the hours the premises are open to the public, if requested. Heat and light will also be supplied when necessary during the move-in and move-out periods. The County will provide general cleanup of aisles, concourse, restrooms, and meeting rooms on a daily basis at no additional expense to Tenant.

At the conclusion of the rental term, however, the Tenant shall be responsible for final cleanup of the rented premises. County agrees to provide this "final" cleanup at conclusion of rental period and charge the cost of such cleanup to Tenant. The actual charge shall be reasonable and based upon the condition of the facility prior to move in on that year. This charge shall be in addition to the consideration paid by the Tenant for the rental of the Stadium Premises.

ARTICLE TEN

Additional Equipment and Services

If the Tenant requires additional services or equipment, including gas, water electricity, electrical services, and equipment, chairs, furniture, water coolers, booths, platforms, stages, or other, similar equipment, the County may, at the election of and in the sole discretion of the Stadium Director, provide such services and/or equipment at the rate and according to the terms agreed upon; if the County is unable to provide such additional services and equipment, or elects not to, the Tenant may then obtain such services and/or equipment from another source. The Tenant hereby agrees to furnish the Stadium Director timely notice of additional services or equipment requirements. Payment by Tenant for additional services and/or equipment shall be in addition to the rental rate stated in paragraph 2 above and shall be made at or prior to the time of Tenant's final rental payment, as provided in Article Five.

ARTICLE ELEVEN

Personnel Supplied by County

The County shall provide, at Tenant's expense, first aid personnel, ticket sellers, takers, security guards, door guards, sound-light console operator, additional custodians, custodial services, and all other event personnel as mutually agreed upon. There will be a seven and one-half percent (7 1/2%) administration charge on the day-of-event costs, based on actual costs of the services agreed upon and provided.

ARTICLE TWELVEStaging, Floor Plan, Etc.

12.1 The Tenant agrees to furnish the Stadium Director the full and detailed outline of the facilities required, including the arena floor plan, seating, staging, sound and light requirements, and such other information as may be required by the Director, at least fourteen (14) days prior to the commencement of the rental term. If requirements are not made at least seven (7) days prior to the commencement of the rental term, the County is authorized to act on behalf of Tenant.

12.2 All staging and installation of same required by Tenant shall be provided by Tenant at its cost. Installation of such staging shall be coordinated with the Stadium Director.

ARTICLE THIRTEENDamage to Tenant's Property

Tenant assumes all risk of damage to property and/or the loss, by theft or otherwise, of the fixtures, appliances, or other property of Tenant or its participants and/or attendees and their employees, and no claim shall be made upon the County because of any such loss. The Tenant agrees to indemnify and hold harmless the County from all damages, costs, and expenses incurred because of any such loss.

ARTICLE FOURTEENProperty Not Removed

Unless additional time for move-out is provided for by addendum hereto, the Tenant shall remove from the facilities on or before 12:00 p.m. midnight on the 1st day of February, 1977, and at the end of the event for every subsequent year, all property, goods, and effects belonging to the Tenant or its participants, employees, attendees, or Tenant's volunteers or caused by it to be brought upon the premises. If such property is not removed within the above-stated time, the

Stadium Director shall have the right to remove to storage all property, goods, or effects in such a manner as he may deem advisable and bill cost of same to Tenant.

ARTICLE FIFTEEN

Compliance With Law

The Tenant agrees to observe and comply with all laws, statutes, ordinances, rules, or regulations of the government of the United States, State of Washington, County of King, and City of Seattle.

ARTICLE SIXTEEN

Concessions and Parking

The County reserves the right to operate and receive all income from concessions and parking operations for the events to be covered by this agreement. Such concessions shall include, but not be limited to, the dispensing or sale of food, drink, tobacco products, programs, souvenirs, and novelties.

ARTICLE SEVENTEEN

Broadcasting Rights

The Tenant shall have no rights to radio broadcasting, live television, television transcriptions, or recording rights in connection with events staged at the Kingdome without first obtaining the written permission of the Stadium Director, which permission shall not be unreasonably withheld.

ARTICLE EIGHTEEN

Public Address System

The Tenant is to have the use of permanently installed public address system and Telscreen of the scoring and information system in the King County Domed Stadium if suitable for its purposes, without cost to it. If Telscreen is used, Tenant will be responsible for operators' costs.

ARTICLE NINETEENRight of Entry

Stadium employees and officials shall have the right at all times to enter upon the premises in the performance of their duties and will be issued proper identification credentials, as needed, by the Stadium Director's office, which the Tenant shall honor.

ARTICLE TWENTYTermination

County reserves the right to terminate the agreement for good cause (which does not include subsequent scheduling of a more preferred event). In the event County exercises the right retained by it hereunder, it shall refund, or, as the case may be, release, Tenant from liability for payment of an amount bearing the same proportion to the total payment provided for in paragraph 1 hereof as the period in which the facilities are in fact not utilized bears to the total duration of agreement. Should the County exercise said right to terminate the agreement, Tenant agrees to forego any and all claims for damages against County and further agrees to waive any and all rights which might arise by reason of the terms of this agreement, and Tenant shall have no recourse of any kind against County except as to the determination of "good cause" and for all expenses and damages arising out of a finding of lack of good cause.

ARTICLE TWENTY-ONERemoval of Persons

County reserves the right to eject or cause to be ejected from the premises any person or persons violating the rules and regulations of the Stadium or any city, county, or state law, and neither County nor any of its officers, agents, or employees shall be liable to Tenant for any damages that may be sustained by Tenant through the exercise by County of such right.

ARTICLE TWENTY-TWOIntegration

The rights and obligations of the respective parties to this lease are controlled by the terms and conditions of the agreement and any amendments which may occur subsequent to the execution of this agreement, and no other terms or conditions shall apply to the performance by either party to this agreement.

ARTICLE TWENTY-THREESection Headings

The section headings contained herein are for the convenience and reference of the parties hereto and are not intended to limit the scope of any provision or term of this lease.

ARTICLE TWENTY-FOURWashington Law Controlling; Where Actions Brought

This agreement shall be deemed to be made in and shall be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder.

ARTICLE TWENTY-FIVEDefault and Re-Entry

If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Tenant shall violate or default in any of the covenants and agreements herein contained, then the County may cancel this agreement upon giving the notice required by law and re-enter said premises; but, notwithstanding such re-entry by the County, the liability of the Tenant for the rent provided for herein shall not be extinguished for the balance of the terms of this agreement.

ARTICLE TWENTY-SIXNonwaiver of Breach

The failure of the County to insist upon strict performance of any of the covenants and agreements of this lease, or to exercise any option herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such right or any other covenants or agreements, but the same shall be and remain in full force and effect.

ARTICLE TWENTY-SEVENCosts and Attorneys' Fees

If, by reason of any default on the part of the County or Tenant, it becomes necessary for the County or Tenant to employ or use an attorney, or in case County shall bring suit to recover any rent due hereunder, or for breach of any provision of this agreement, or to recover possession of the rented premises, or if Tenant shall bring any action for any relief against County, declaratory or otherwise, then, in such event, the prevailing party shall be entitled, in addition to such other relief as may be allowed, to have judgment against the other for reasonable attorneys' fees and all costs and expenses expended or incurred by the said prevailing party in connection with such default or action.

ARTICLE TWENTY-EIGHTNondiscrimination

Tenant agrees to comply with all federal, state, and county laws regarding nondiscrimination and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, or national origin.

ARTICLE TWENTY-NINEAudit

All records and documents of the Tenant with respect to this agreement shall be subject to inspection, review, or

audit by the County during the performance of this agreement and for a period of one year after the conclusion of this agreement.

ARTICLE THIRTY

Miscellaneous Provisions

A. The County will provide general overhead lighting and heating, astroturf removal, movement of portable seating, locker room, if necessary, press lounge, Telscreen (Tenant pays operators' cost), fifty (50) parking stalls, limited office space, if available, general aisle cleanup (not inside booths) at no cost to the Tenant.

B. The County will provide utilities to trenches at no expense, and Tenant will distribute from that point.

ARTICLE THIRTY-ONE

Similar Uses

County acknowledges that Tenant is engaged in a singular type of show and has been so engaged for twenty-nine (29) years. County further acknowledges that similar shows in too close a time proximity will be detrimental to the Tenant and to the County, and the County therefore agrees that it will not, without the concurrence of the Tenant, lease the Kingdom to another tenant displaying and advertising competitively with Tenant's primary products with ninety (90) days of Tenant's dates during the term hereof. Tenant's primary products, for the purposes of this section, shall be deemed to be water craft and other related accessories.

ARTICLE THIRTY-TWO

Option to Renew

If Tenant has fully complied with all the terms and conditions hereof during the full period specified in Section 2(A), then, upon expiration of said term, Tenant shall have the

option to renew this lease on the same terms and conditions for an additional five (5) year period. The said option shall be renewed by Tenant giving County written notice of intention to renew not more than sixty (60) days following the last show dates herein provided.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and year first above written.

COUNTY OF KING

Christopher T. Bayley
King County Prosecuting
Attorney

By _____
E. O. Bowsfield

By _____
Date _____

Director, Department of Stadium
Administration

NORTHWEST MARINE TRADE ASSOCIATION

By _____
Louis V. Larsen

Executive Vice President