

August 12, 1991
SB/1k 15:29K.2

Introduced by: GREG NICKELS
RON SIMS

Proposed No.: 91-660

ORDINANCE NO. **10097**

AN ORDINANCE relating to approval of a five-year rental agreement between King County and the Northwest Marine Trade Association for the annual presentation at the Stadium of a boat show.

Findings:

The King County council specifically finds as follows:

A. Pursuant to King County Code Section 22.08.010(B), stadium rental agreements for a term in excess of one year are subject to approval by the King County council by ordinance; and

B. The King County executive, through his designee, the director of the department of stadium administration, has negotiated and wishes to enter into a rental agreement with the Northwest Marine Trade Association for the presentation of an annual consumer industry trade show, i.e., a boat show, which agreement would be for a five-year term.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized to enter into a five-year stadium rental agreement with the Northwest Marine Trade Association for the presentation of an annual consumer industry trade show, i.e., a boat show, which agreement is attached hereto as Exhibit A and is fully incorporated herein by this reference.

INTRODUCED AND READ for the first time this 26th day of August, 1991.

PASSED this 9th day of September, 1991.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 20th day of September, 1991.

Jim Hill
King County Executive

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NORTHWEST MARINE TRADE ASSOCIATION

USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1991, by and between KING COUNTY, hereafter referred to as County, and NORTHWEST MARINE TRADE ASSOCIATION, Suite 233, Mariner Square, 1900 North Northlake Way, Seattle, Washington 98103, hereafter referred to as Tenant.

WITNESSETH:

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, for in consideration of the mutual covenants and agreements herein 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 the 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 Letter of Agreement refers to a formal letter which details all event activities that will occur during the term of the Agreement for each year of the term, as well as specific terms and conditions mutually agreed upon by Tenant and County.

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

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

1.4 "Kingdome" means the multipurpose stadium, constructed and owned by King County, and includes all structures, equipment, and other appurtenances now on the site of the Kingdome.

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

1.6 Event Settlement Analysis Statement means a statement, to be transmitted by the County to the Tenant, setting forth the total use rental fee and additional services costs to be paid by the Tenant to the County under the terms of this Agreement.

1.7 Hoecker Structure means a clear span aluminum frame structure placed in the Domed Stadium south parking lot for the purpose of additional exhibit space.

1.8 Stadium Director means the County Director of the Department of Stadium Administration or his designee.

1.9 Stadium Novelties and Souvenirs means those novelties and souvenirs sold by the County's Domed Stadium concessionaire which depict the Stadium.

1.10 Term means the period of this Agreement set forth in Article Three.

1.11 Tenant means the Northwest Marine Trade Association (NMTA).

1.12 Ticket Sales Proceeds means gross revenues derived from paid attendance to the Event during the Term of the Agreement less City of Seattle admission tax.

1.13 Domed Stadium Video Screen means the 42-foot by 36-foot electronic

color video display screen located at the north end of the Domed Stadium in the middle of the main scoreboard system.

ARTICLE TWO

Scope

2.1 Scope of Event. The Event shall be a consumer trade show and shall include the display and selling of various items associated with boating and related activities.

2.2 Scope of Use. The Tenant shall use the following areas for the purpose of Event exhibit areas: the arena floor, the 100 level concourse and approximately 100,000 square feet in the Domed Stadium's south parking lot for the placement of Hoecker Structure, as depicted in Attachment A.

2.3 Change in Scope. Should the Tenant elect to change the format of the Event from the collective uses outlined throughout this Agreement without prior County approval, the County, at its option, shall have the right to terminate the rental Agreement.

ARTICLE THREE

Term

3.1 Term. This Agreement shall be for the years 1992, 1993, 1994, 1995, and 1996.

3.2 Use Days. To be negotiated upon County's receipt of the official release of the National Football League Schedule for each year of the Term of the Agreement, and stipulated, in the Letter of Agreement, to be in the month of January for each year of the Term of the Agreement. The Letter of Agreement shall specifically denote Use Days as either ingress/egress days or Event days.

ARTICLE FOUR

Payment

4.1 Amount of Payment

(a) Building Rental. In consideration for the license to use the Domed Stadium, as provided in this Agreement, the Tenant shall pay the County Nine Thousand Dollars (\$9,000) per Event day or fifteen percent (15%) of the Ticket Sales Proceeds per Event day, whichever is greater and Four Thousand Dollars (\$4,000) per day for each ingress and egress day.

(b) Other Services. In addition, the Tenant shall reimburse the County for the actual cost of the services and/or supplies provided by the County pursuant to Articles 8, 10, and 14 (Staffing, Additional Services Requested by Tenant, Video Screen, Utilities and Equipment).

(c) Hoecker Structure. The rental fee in effect for the Hoecker Structure in the Kingdome South Parking Lot shall be mutually negotiated by both parties each year of the Term of the Agreement, not to exceed the United States Bureau of Labor Statistics Consumer Price Index for the Seattle-Everett Metropolitan area for September of the year preceding the next year. The rate mutually agreed upon by both parties will be stipulated in the Letter of Agreement for each year of the Term with the first year of the term to be figured at a rate of \$.0275 per square foot multiplied by the total interior square footage of the Hoecker Structure for each Event day, less the actual square footage used by concessions.

4.2 Time of Payments.

(a) Payments for Use Rental and Additional Services. The Tenant shall pay to the County the use rental fees stipulated in Paragraph 4.1(a) and the additional services cost stipulated in Paragraph 4.1(b) and the rental fee for the Hoecker Structure as outlined in 4.1(c), within five (5) working days of receipt of the Event Settlement Analysis Statement from the County. A preliminary settlement report shall be transmitted to the Tenant on the last Use Day of each year of the Term. The Event Settlement

Analysis Statement shall be transmitted to the Tenant within twenty-one (21) days from the last Use Day of each year of the Term of the Agreement. The Tenant shall be assessed a late payment fee of eighteen percent (18%) per annum on any outstanding balance past the five (5) working day limitation until paid, unless prior written approval by the Stadium Director has been granted for payment extension.

(b) Reimbursement by County. In the event there is a reimbursement owed to Tenant, the County shall pay to the Tenant the amount reflected in the preliminary settlement report with payment to accompany the preliminary settlement report, less an amount mutually agreed upon by both parties for unanticipated expenses.

(c) Security Deposit. As partial consideration for the execution of this license agreement, the Tenant shall pay the County the sum of Nine Thousand Dollars (\$9,000) by certified check no less than ninety (90) days prior to the first Use Day of each year of the Term, to be held by the County as a security deposit on the Tenant's performance under this Agreement. If the Tenant fully complies with all the terms and conditions of this rental Agreement, but not otherwise, said sum so paid shall be credited toward the Tenant's preliminary payment of consideration as provided in Paragraph 4.1.

ARTICLE FIVE

Concession, Novelty, and Parking Revenues

5.1 County. The County reserves the right to operate and receive all income from concessions and parking operations for the Event subject to the rights of the Domed Stadium concessionaire and to Paragraph 5.2. Such concessions shall include, but not be limited to, the dispensing or sale of food, drink, tobacco products, programs, and the Stadium Novelties and Souvenirs. The sale or dispensing of popcorn is expressly prohibited.

5.2 Tenant. Tenant may sell souvenirs, novelties, and programs which directly relate to the Event, provided that such souvenirs, novelties, and programs shall be sold by the Domed Stadium concessionaire at the established commission fee therefor. All revenues net of payment of the commission fee shall belong to the Tenant. All revenue derived from the sales of Stadium Novelties and Souvenirs at the event shall belong to the County.

5.3 Concession/Novelty Space. The Tenant shall provide adequate space on the main exhibit floor and in the Hoecker Structure area to the County for the purpose of sale of concessions, souvenirs, novelties, and programs. Location of said space will be subject to the prior approval of the Stadium Director. Domed Stadium shall be responsible for reimbursing the Tenant for actual cost of structure used in the Hoecker Structure area.

5.4 Disputes. The Stadium Director shall be the final arbiter in any dispute which may arise under this article.

ARTICLE SIX

Insurance

6.1 Liability. The Tenant shall procure and maintain for the duration of the Use Days of each year of the Term commercial general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's use of the Domed Stadium. Such insurance shall include a legal liability policy or an all risk tenant's legal liability endorsement to the Commercial General Liability form which covers property of others in the care, custody, or control of the Tenant. Such insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (ed. 11/85).

The insurance limits shall be no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage and, for those policies where aggregate limits are applicable, a Four Million Dollars (\$4,000,000) aggregate limit.

The required insurance policy is to be endorsed to:

- (a) Name King County as an additional insured with respect to use of the Domed Stadium as outlined in this Agreement;
- (b) Be primary insurance as respects King County;

(c) State that the Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability;

(d) State that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice to King County.

The insurance provider must be licensed to do business in the State of Washington and have a Bests' rating of A:VIII or better. Any deductible or self-insured retention must be declared to and approved by King County.

A Certificate of Insurance provided by Tenant's insurance carrier and the required policy endorsements shall be provided to King County on or before thirty (30) days prior to the first ingress day of the specific Event.

6.2 Hold Harmless. Tenant expressly agrees to indemnify and defend King County, its elected and appointed officials, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to any property where such injury or damage is caused by, arises out of, or is incident to the scope of Tenants' and exhibitors' activities under this Agreement; provided, that this hold harmless agreement shall not apply to claims arising from design defects of the King County Stadium or to that part of any claim which arises from the comparative negligence of King County.

Tenant's obligations under this section shall include and/or are limited as follows:

(a) Indemnification for such claims are limited to the extent the claims are attributable to the negligence of the Tenant or its exhibitors.

(b) The duty to promptly accept tender of defense and provide defense to the County at Tenant's own expense.

(c) Indemnification of claims made by Tenant's own employees or agents, Event exhibitors, or Event attendees to the extent of Tenant's liability, if any.

In the event it is necessary for the County to incur attorney's fees, legal expense, or other costs to enforce the provisions of this section, all such fees, expenses, and costs, as may be reasonable, shall be recoverable from the Tenant.

ARTICLE SEVEN

Risk and Security

7.1 Risk and Security. The Tenant assumes all risk of damage to its property and/or the loss by theft or otherwise, of any property of the Tenant, its employees, and/or its exhibitors, and no claim shall be made upon the County because of any such loss. The Tenant shall be responsible for the provision of security during the term of this Agreement for any property brought onto the Domed Stadium grounds by the Tenant, its employees, and/or its exhibitors.

ARTICLE EIGHT

Stadium Personnel and Services

8.1 Event Staffing. The County shall provide all personnel, including ticket sellers, ticket takers, ushers, clean-up personnel, maintenance personnel, medical personnel, security personnel, and all other personnel reasonably necessary for the operation of the Domed Stadium for this Event. The County shall exercise due care in employment of said personnel. The number and type of such personnel shall be mutually agreed upon at least 10 days prior to the first Event day of each year of the Term. The cost to the County for furnishing said personnel shall be reimbursed by Tenant as provided in Paragraphs 4.1 and 4.2. The Tenant shall also pay a seven and one-half percent (7.5%) administration fee on the total actual staffing cost incurred for the Event.

8.2 Additional Services Requested by Tenant. Upon timely request of the Tenant and approval of the Stadium Director, the County shall provide reasonable additional services and/or supplies in support of the Event's

activities. The Tenant shall reimburse the County for the actual cost incurred in providing such services and supplies as provided in Paragraphs 4.1 and 4.2.

8.3 Industrial Insurance. The County shall maintain Washington State Industrial Insurance or provide the equivalent for all of the County employees provided Tenant by the County.

ARTICLE NINE

Staging, Lighting, Sound

9.1 Staging. The Tenant, at its own expense and liability, shall be responsible for the construction, installation, and removal of any staging and all stagehand personnel required for the presentation of the Event. Installation and removal of such staging shall be coordinated with the Stadium Director.

9.2 Sound Equipment. The Tenant shall have the right to use the public address and sound system installed in the Domed Stadium by the County. The Tenant, at its own expense and liability, shall be responsible for any sound broadcasting equipment, other than said equipment installed by the County in the Domed Stadium, which the Tenant may desire or require for the presentation of the Event during the Term.

9.3 Additional Lighting. The Tenant, at its own expense and liability, shall be responsible for any lighting, other than the lighting which is permanently installed in the Domed Stadium, which the Tenant may desire or require for the presentation of the Event.

ARTICLE TEN

Domed Stadium Video Screen

10.1 Tenant Use. At the Tenant's option, the Domed Stadium Video Screen shall be made available for Tenant's use during the Event. The Tenant shall have the right to display on the Domed Stadium Video Screen, Event-related information, public service messages, and Event sponsor identification (name only in non-distinct lettering); PROVIDED, that no commercial advertising, including by sponsors of the Event, of any kind or nature, shall be displayed by the Tenant at any time.

10.2 Tenant Costs. If the Tenant elects to use the Domed Stadium Video Screen, the Tenant shall reimburse the County for the operating costs associated with its use of said Video Screen.

10.3 County Use. It is understood by the County and Tenant that the County, or its designee, is selling commercial advertising on the Domed Stadium Video Screen and that the revenue generated therefrom is committed to amortize the capital and operating costs of said Video Screen. The County, or its designee shall, therefore, have the exclusive right to sell and display up to nine (9) minutes of commercial advertising on the Domed Stadium Video Screen during each Event day. The County will waive the nine (9) minutes use and turn it back over to Tenant during each Event day.

10.4 County Costs. If the Tenant elects not to use the Domed Stadium Video Screen as specified in Paragraph 10.1, the County, or its designee, shall be responsible for the operating costs incurred to display the commercial advertising time pursuant to this paragraph during the Event.

10.5 Video Rights. It is understood by the Tenant that the County, or its designee, shall have the right to videotape and take photographs of the Event. Videotape and photographs taken by the County, or its designee, shall remain property of the County.

ARTICLE ELEVEN

Advertising

11.1 Rights. It is understood by the Tenant that the Seattle Mariners Baseball Club (the "Club") is responsible for contracting all commercial advertising in the Domed Stadium. The Tenant understands that the Club grants commercial advertising rights throughout the Domed Stadium premises to various advertisers for valuable consideration. To protect the

advertising rights of the Club and its advertisers, only the following methods of promotion and commercial advertising by the Tenant and any Event sponsors on the Domed Stadium premises shall be permitted:

--Display of products and services by exhibitors .
 --Advertising in Event programs, on Event tickets, or in other similar Event materials.

--Identification and acknowledgment of Event sponsor(s) over the Domed Stadium public address system and the Domed Stadium Video Screen if the Tenant elects to use said Video Screen as provided in Paragraph 10.1.

--If the event is broadcast, the broadcast station can display one (1) temporary identification banner. The type, location, installation, and removal of banner must receive prior approval of Stadium Director, with approval not to be reasonably withheld.

--Event sponsor identification (including banners, temporary panels, and other types of promotional items and displays) and visual acknowledgment. The type, location, installation, and removal of Event sponsor identification must receive prior approval of the Director.

No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of the Club. The Tenant shall be responsible for communicating the terms of this Article to the Event sponsors and Event exhibitors and for full compliance with the restrictions stated herein.

ARTICLE TWELVE

Tenant Property

12.1 No Removal Policy. The Tenant shall be responsible for removing from the Domed Stadium on or before 2359 hours on the last Use Day of the Event each year during the Term, all property, goods, and effects belonging to the Tenant and its employees, and Event attendees and exhibitors, or caused by it to be brought upon the Domed Stadium premises for the Event. If such property is not removed within the above-stated time, the County shall have the right to remove and/or store such property, goods, and effects at the Tenant's expense. The Tenant assumes all risk of damage and/or loss, by theft or otherwise, to the property, goods, and effects of the Tenant and its employees, and exhibitors incurred during any removal and/or storage activities by the County.

ARTICLE THIRTEEN

Exhibit Restrictions

13.1 Restrictions. The following restrictions shall apply to the Tenant and Event exhibitors throughout the Term of this Agreement:

Specifically, the Tenant and Event exhibitors shall not be allowed to display and sell the following:

- Helium-inflated items (e.g., balloons);
- Live animals and insects unless properly and sanitarily kept and maintained in a cage; PROVIDED, no animals or insects that pose a potential threat to public safety and health will be allowed;
- Food and drink products that can be consumed on the Domed Stadium premises;
- Raffles or games of chance that do not meet the requirements of King County Code Chapter 12.54;
- Any other item that the County deems improper for display at the Event.

The Tenant and all Event exhibitors will be subject to inspection by licensed law enforcement officers throughout the Term of the Event relative to the display and sale of items. Proper records for verification of ownership and title to sell items by exhibitors must be available at all times for inspection by law enforcement officers.

The Tenant shall be responsible for fully communicating the restrictions and inspection requirements outlined herein to all Event exhibitors and full compliance with restrictions stated herein.

ARTICLE FOURTEENUtilities

14.1 Utilities. On all Use Days of each year of the Term, the County shall furnish and have available at the Domed Stadium, all utilities required for the use of the Domed Stadium to present the Event.

14.2 Utility Reimbursement. The Tenant will reimburse the County for the actual cost of the utilities and waste disposal used during the Term of the Agreement.

ARTICLE FIFTEENTicket and Credential Program

15.1 Ticketing. The Tenant, prior to distribution of tickets, shall present to the Stadium Director the Tenant's program for Event tickets, which shall include a hard copy of each ticket type (including coupons), method of ticket distribution, complimentary/discount tickets, and any other pertinent details. Prior to any ticket printing, proofs of ticket copies shall be provided to the Stadium Director for review and approval.

15.2 Dealer Tickets. The proceeds of "dealer ticket" sales counted as Ticket Sales Proceeds under Paragraph 4.1 of this Agreement. Since the "dealer ticket" price is different after the Event begins, the average price of the "dealer ticket" shall be used in determining the amount of Ticket Sales Proceeds as reported for City Admission Tax purposes.

15.3 Complimentary Tickets. No More than five thousand (5,000) complimentary tickets shall be redeemed by the Tenant for the Event during each year of this Agreement. Should the number of complimentary tickets actually redeemed for the Event during a year of the Term exceed five thousand (5,000) tickets, Tenant agrees to pay the County fifteen percent (15%) of the adult ticket price for each complimentary ticket redeemed in excess of the five thousand ticket maximum.

15.4 Credentials. The Tenant, on behalf of the NMTA, prior to distribution of credentials, shall present to the Stadium Director, the Tenant's Program for Event Credentials, to include a hard copy of each credential type and any other pertinent details.

ARTICLE SIXTEENParking

16.1 Tenant Parking on Use Days. The Tenant shall have the right to use, without charge, 200 parking spaces in the Domed Stadium South parking lot during the Event presented under this Agreement.

16.2 Public Parking on Event Days. The Kingdome parking lot will be available for public parking on all Event days in accordance with King County Code Title 22. County will notify and advise monthly parkers that monthly parking will not be available on Event days during each year of the Term of this Agreement.

ARTICLE SEVENTEENOption to Renew

17.1 Option to Renew. If Tenant has fully complied with all the terms upon expiration of said Term, Tenant shall have the option to renew this Agreement for an additional five (5) year period, subject to approval by the King County Council. At the end of the initial Term of this Agreement, County shall have the option to review and adjust the building rental rate outlined in Article Four. Said building rental rate shall not be increased by more than a percentage which is equal to the percentage increase in the United States Bureau of Labor Statistics Consumer Price Index for the Puget Sound region during the Term of this initial Agreement. Said option shall be exercisable by Tenant giving County written notice of its intention to renew not more than sixty (60) days following the last event day of the initial Term or first five (5) year extension, as applicable.

ARTICLE EIGHTEEN

Miscellaneous

18.1 Powers of the County. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the County.

18.2 Right of Entry. Domed 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.

18.3 Removal of Persons. The County reserves the right to eject or cause to be ejected from the Domed Stadium premises, any person or persons violating the rules or regulations of the Domed Stadium or any City, County, or State law; and neither the County nor any of its officers, agents, or employees shall be liable to the Tenant for any damages that may be sustained by the Tenant through the exercise by the County of such right.

18.4 Impossibility. The County shall not be responsible for its failure to make the Domed Stadium available or to provide the facilities and services described herein where such performance is rendered impossible or impracticable 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.

18.5 Books, Records, and Inspections. The Tenant shall keep accurate books and accounts of the matters upon the basis of which the use payments specified in Paragraph 4.1 are to be computed and ascertained. Such books and records shall be open and available for inspection by the County upon the official request of the Stadium Director during regular working hours between Monday and Friday and any time during the Term of the Agreement. The County covenants and warrants that it will keep the information acquired from the examination of such books and records confidential and that it will not disclose any of such information directly or indirectly or use such information for any purpose during the Term of the Agreement or any time thereafter except with respect to the disclosure of information concerning the amount of the use payments made to the County pursuant to Paragraph 4.1, and except with respect to the disclosure of information which is required by the laws of the State of Washington.

18.6 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mails, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at their following addresses:

If to the County:

Neil M. Campbell
Director
Department of Stadium
Administration
201 South King Street
Seattle, WA 98104
(206) 296-3100

If to the Tenant:

Mr. William West
Executive Director
Northwest Marine Trade
Association
Suite 233, Mariner Square
1900 North Northlake Way
Seattle, WA 98103
(206) 634-0911

Either party hereto may, at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

18.7 Nondiscrimination. The Tenant agrees to comply with all applicable Federal, State and County laws, including King County Code Chapter 12.16, regarding nondiscrimination, and specifically agrees not

to discriminate against any employee or applicant for employment because of age, race, color, religion, creed, sex, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap.

18.8 Taxes. The Tenant agrees to pay on a current basis all taxes or assessments levied on its activities and property; PROVIDED, however, that nothing contained herein shall modify the right of the Tenant to contest any such tax, and the Tenant shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

18.9 Non-Waivers. Neither the waiver by either party to this Agreement nor any breach of any agreement, covenant, condition, or provision thereof, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any such agreement, covenant, condition, or provision or of any subsequent breach thereof. No provision of this Agreement may be waived except by written agreement of the party to be charged.

18.10 Washington Law Controlling; Where Actions Brought. This Agreement shall be deemed to be, and is, 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. Actions pertaining to this Agreement shall be brought in King County Superior Court, King County, Washington.

18.11 Paragraph Headings. The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Agreement or in any manner to define, limit, or describe the scope or intent of this agreement or the particular paragraphs to which they refer.

18.12 Entire Agreement. This Agreement constitutes the entire Agreement between the County and the Tenant and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto with the same formality as this Agreement.

18.13 No Partnership. Nothing contained herein shall make, or be deemed to make, the County and the Tenant a partner of one another, and this Agreement shall not be construed as creating a partnership or joint venture.

18.14 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and plural shall include the singular.

18.15 Domed Stadium Tours. The County shall not conduct or permit tours of the Domed Stadium on the day of the Event without prior consent of the tenant, except that where the County has contracted with a person or persons for a non-public group tour prior to the execution of this contract. Said tour will be permitted in those areas of the Domed Stadium mutually agreeable to the County and Tenant.

18.16 Permits and Licenses. It is understood and agreed that the Tenant is responsible for obtaining all necessary permits and licenses.

18.17 Compliance with Applicable Law. The Tenant shall be responsible for compliance with all applicable laws, statutes, codes, and regulations, including without limitation those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA).

18.18 Registered Agent and Service of Process on Tenant. The Tenant shall have and continuously maintain in this state a registered agent pursuant to the applicable provision of Chapter 23A RCW. The registered agent shall be an agent of the Tenant upon whom any process, notice, or demand required or permitted by law to be served upon the Tenant may be served. Tenant shall give County written notice of the name, street address, and telephone number of its registered agent prior to signing this Agreement.

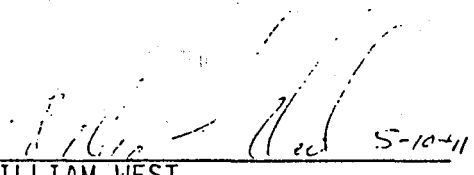
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

KING COUNTY

NORTHWEST MARINE TRADE ASSOCIATION

BY: _____
NEIL M. CAMPBELL, Director
Department of Stadium Administration

BY:  _____ 5-10-11
WILLIAM WEST
Executive Director

APPROVED AS TO FORM:
KING COUNTY PROSECUTING ATTORNEY

BY: _____
KEVIN RAYMOND
Deputy Prosecuting Attorney

3C:boat

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26001

Attachment A

