

November 19, 1996

Introduced By:

Jane Hague
Ron Sims

jym

Proposed No.:

96-916

ORDINANCE NO. **12569**

AN ORDINANCE relating to an Agreement between King County and the producer of a home show for use of the King County Domed Stadium in accordance with Ordinance 2556, and authorizing the King County Executive to sign said Agreement.

PREAMBLE:

King County is the owner of the King County Domed Stadium which is suitable for the presentation of a home show. The Seattle Home Show has successfully produced and promoted a home show in the Domed Stadium for the last eighteen years and desires to use the Domed Stadium for that purpose for the next five years. King County and the Seattle Home Show, Inc. have negotiated an Agreement for 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.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The execution by the county executive of the Agreement between King County and the Seattle Home Show, Inc., a copy of which is attached hereto and by this reference made a part hereof, is hereby authorized and approved.

PROVIDED FURTHER THAT a new article be created titled "Restriction on Third Party Beneficiaries" and the following language be inserted: "No provision, warranty,

1 representation, or agreement herein, whether expressed or implied, is intended or to be
2 construed to confer upon any third person any rights or remedies whatsoever."

3 INTRODUCED AND READ for the first time this 28th day of
4 October, 1996.

5 PASSED by a vote of 12 to 0 this 23rd day of December,
6 1996.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Kent Pullen
10

11 ATTEST:

Jane Hague
CHAIR

Gerald A. Petrum
12 Clerk of the Council
13

14 APPROVED this 6th day of January, 1997.

Ray Lohr
15 King County Executive
16

17 Attachments:

SEATTLE HOME SHOW USE AGREEMENT

THIS AGREEMENT, by and between King County, Washington, a duly incorporated municipal corporation of the State of Washington (hereinafter "County") and Seattle Home Show, Inc. (hereinafter "Tenant"), located at 170 Mercer Street, Seattle, Washington 98109.

WITNESSETH:Recitals

WHEREAS, the County is the owner and operator of the King County Domed Stadium and Pavilion in Seattle, Washington, and,

WHEREAS, Tenant and County desire to enter into an agreement specifying the terms and conditions under which Tenant will use the Domed Stadium and Pavilion for presentation of a consumer show, The Seattle Home Show.

NOW, THEREFORE, for and 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 County means King County, a municipal corporation of the State of Washington.

1.2 Domed Stadium Premises means the multi-purpose Stadium, the parking lots A, B, C, and all of the appurtenances thereto, constructed, owned, and operated by the County and situated at 201 South King Street in the City of Seattle, Washington.

1.3 Domed Stadium means the multi-purpose Stadium, providing approximately 155,000 square feet of gross floor space, seating for approximately 65,000 people, situated on the Domed Stadium Premises but excluding areas reserved to others, the Kingdome Executive Suites, and the Domed Stadium Administration Building.

1.4 Domed Stadium Video Screen means the electronic color video display screen located at the north end of the Domed Stadium in the middle of the main scoreboard system.

1.5 Event means the Seattle Home Show and its related activities as specified in Article Two herein.

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

1.7 Stadium Director means the County Director of the Department of Stadium Administration or his/her designee.

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

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

1.10 Tenant means the Seattle Home Show, Inc.

1.11 Ticket Sales Proceeds means gross revenues derived from paid attendance to the Event during the Term of the Agreement less current City of Seattle admission tax on paid admissions only.

1.12 Monthly Parking Users means individuals who rent parking space on the Domed Stadium's Lots A, B and/or C on a monthly basis.

1.13 Pavilion means the "tent-like" structure providing approximately 90,000 square feet of gross floor space situated on the Domed Stadium Premises.

1.14 Box Office Statement means a statement prepared by the County, provided to the Tenant, outlining gate ticket sales receipts.

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 the housing industry.

2.2 Scope of Use. The Tenant shall use the following areas for the purpose of Event exhibit areas: arena floor, 100 level concourse, 100 level seating area, outer arena drive between the Domed Stadium floor and entrance to the Pavilion, and the Pavilion.

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 this Agreement.

ARTICLE THREE

Term

3.1 Term. This Agreement shall be for the years 1997, 1998, 1999.

3.2 Use Days. Use Days are to be mutually negotiated and executed, by Letter of Agreement, for sixteen (16) consecutive days for the contract year. The County agrees to provide to Tenant access to the Domed Stadium and Pavilion at 0001 hours on the first

Use Day of each year of the Term for the purposes of floor layout and planning and exhibitor move-in activities. A Letter of Agreement shall specifically denote Use Days as either Event Days or Move-in/Move-out Days.

ARTICLE FOUR

Payment

4.1 Amount of Payment.

(a) Domed Stadium Use Payment. The Tenant shall pay the County a minimum use payment of Seven Thousand Eight hundred ninety dollars (\$7,890) per Event day, or Fifteen Percent (15%) of Ticket Sales Proceeds per each Event day, whichever is greater, and Three Thousand nine hundred forty five dollars (\$3,945) per day for each Move-in and Move-out day. Beginning the second contract year, 1998 and every year during the Term of this Agreement thereafter, the minimum use payment for Event Days and Move-in/out Days shall be increased or decreased by the percentage increase or decrease in the United States Bureau of Labor Statistics All Urban Consumer Price Index for the Seattle Metropolitan Area for the July to June time period preceding the contract year in question provided said increase or decrease shall not exceed five percent (5%) per contract year. If said price index is discontinued, a comparable federal price index shall be substituted upon mutual agreement of County and Tenant.

(b) Pavilion Use Payment. The Tenant shall pay the County a minimum use payment of Five thousand dollars (\$5,000) per Event day, and Two thousand five hundred dollars (\$2,500) per each Move-in and Move-out day. Beginning the second contract year, 1998 and every year during the Term of this Agreement, the minimum use payment for Event Days and Move-in/out Days shall be increased or decreased by the percentage increase or decrease in the United States Bureau of Labor Statistics All Urban Consumer Price Index for the Seattle Metropolitan Area for the July to June time period preceding the contract year in question provided said increase or decrease shall not exceed five percent (5%) per contract year. If said price index is discontinued, a comparable federal price index shall be substituted upon mutual agreement of County and Tenant.

(c) 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 10, 12, and 18 (Staffing, Additional Services and Equipment, Video Screen, and Utilities).

4.2 Time of Payments.

(a) Use Payments and Additional Services. The County shall retain all monies received from ticket sales, providing Tenant a daily box office statement. On the closing day of the Event, the County shall provide the Tenant a final Box Office Statement (total gate ticket sales). The County shall withhold from the Tenant an estimated number of days of gate ticket sales receipts necessary to cover the use payments stipulated in Paragraph 4.1 plus estimated other services costs stipulated in Paragraph 4.1 (c), less the security deposit received from the Tenant pursuant to Paragraph 4.2 (b). On the first day following the last Event Day of the Term, the balance of gate ticket sales receipts, if any,

will be paid to the Tenant. Within approximately two weeks following the last Use Day of the Term, the County shall provide the Tenant with the Event Settlement Analysis Statement. The Tenant shall pay the County for all expenses stipulated on the above mentioned Statement upon presentation. At the time of payment of these expenses by the Tenant, the balance, if any, of gate ticket sales receipts not paid previously shall be paid to the Tenant by the County. The Tenant shall be assessed a late payment fee of twelve percent (12%) per annum on any outstanding balance past a five (5) working day limitation until paid, unless prior written approval by the County has been granted for payment extension.

(b) Security Deposit. As partial consideration for the execution of this Agreement, the Tenant shall pay the County the sum of Five Thousand Dollars (\$5,000) by January 15 of the contract year 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 Agreement, but not otherwise, said sum so paid shall be credited toward the Tenant's final 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 concession shall include, but not be limited to, the dispensing or sale of food, drink, programs, and the Stadium Novelties and Souvenirs. The sale or dispensing of popcorn, however, is 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 therefore. 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 100 Level Concourse, Locker Room B, Pavilion (approximately 10 X 40 feet) and other areas excluding the arena floor as mutually agreed to by Tenant and concessionaire. Location of said space will be subject to the prior approval of the Stadium Director.

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

ARTICLE SIX

Subrogation

6.1 Subrogation. The parties to this Agreement hereby mutually waive subrogation against each other only to the extent that payments from insurance coverage are actually provided. In the event of a coverage dispute, coverage will be deemed not to

apply for the purposes of this Agreement until a court of competent jurisdiction as specified in Paragraph 24.10 rules otherwise, or by agreement of the parties. During any dispute, the parties will proceed pursuant to Article Eight Hold Harmless at which time Paragraph 8.1 Hold Harmless will apply in determining the parties' respective rights.

ARTICLE SEVEN

Insurance

7.1 Liability. The Tenant shall procure and maintain for the duration of the sixteen Use Days, which is stipulated in the Letter of Agreement, 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 Premises. 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. 10/93).

The insurance limits shall be no less than Five Million Dollars (\$5,000,000) combined single limit per occurrence.

Insurance Services Office form number (CA 00 01 Ed. 12-93) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, & 9; at a limit of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.

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 Forty five (45) 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 is the sole responsibility of the Tenant and must be declared to and approved by King County.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

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 Use day of the specific Event.

ARTICLE EIGHTHold Harmless

8.1 Hold Harmless. To the extent permitted by law, each party hereto agrees to defend, indemnify and hold harmless the other party, 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 activities under this Agreement attributable to the sole fault of the indemnifying party; provided, however, that in the event it is determined that the parties are concurrently and/or proportionally at fault for such liability above, by agreement of the parties, or by the findings of a court of competent jurisdiction as specified in Section 24.10, following said determination of such liability expenses any party to this Agreement responsible for liability expenses to any other party will indemnify and hold harmless the indemnified party for the responsible party's share of such liability expenses. The Tenant's obligations under this section shall include:

(a) Indemnification for claims made by Tenant's own employees or agents, or Event attendees.

(b) Waiver of Tenant's immunity under the Industrial Insurance Provisions of Title 51 RCW, as respects King County only, which waiver has been mutually negotiated by the parties.

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

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

ARTICLE NINERisk and Security

9.1 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 Premises by the Tenant, its employees, and/or its exhibitors.

ARTICLE TENStadium Personnel and Services

10.1 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 and Pavilion for this Event. The number and type of such personnel shall be mutually agreed upon at least twenty (20) days prior to the first Use 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.

10.2 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. Specifically, forklift operation will be provided by County at the established current rate. The County will supply Tenant with the appropriate number of two-way radios during the Term of each year of this Agreement. Radios will be at no additional charge to Tenant.

ARTICLE ELEVENStaging, Lighting, Sound

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

11.2 Sound Equipment. The Tenant shall have the right to use the public address and sound system installed in the Domed Stadium and Pavilion 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 and Pavilion, which the Tenant may desire or require for the presentation of the Event during the Term.

11.3 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 and Pavilion, which the Tenant may desire or require for the presentation of the Event.

ARTICLE TWELVEDomed Stadium Video Screen

12.1 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 without prior approval from the Stadium Director.

12.2 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 Tenant's use of said Video Screen.

12.3 County Use. The County, or its designee, shall have the exclusive right to sell and display commercial advertising on the Domed Stadium Video Screen during each Event day.

12.4 County Costs. If the Tenant elects not to use the Domed Stadium Video Screen as specified in Paragraph 12.1, the County or its designee shall be responsible for the operating costs incurred to display the commercial advertising pursuant to Paragraph 12.3 during the Event.

12.5 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 THIRTEENKingdome Executive Suite

13.1 Kingdome Executive Suite Use. Upon timely request and subject to availability, and at the sole discretion of the Stadium Director, the Tenant shall have the right to use Kingdome Executive Suite #28 during other scheduled events in the Domed Stadium within the contract year.

ARTICLE FOURTEENCopyrighted Material

14.1 Copyrighted Usage. The Tenant agrees to take reasonable steps to provide that all use of copyrighted materials in the Domed Stadium and Pavilion during the term of the Tenant's lease complies with United States and any other applicable copyright law.

14.2 Indemnification. The Tenant agrees to indemnify and defend at its own expense King County, its officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a

result of the use of copyrighted materials on the Domed Stadium Premises during the Term of this Agreement.

ARTICLE FIFTEEN

Advertising

15.1 Rights. It is understood by the Tenant that there is commercial advertising in the Domed Stadium to various advertisers for valuable consideration. To protect the advertising rights of the advertisers, only the following methods of promotion and commercial advertising by the Tenant and any Event sponsors or exhibitors on the Domed Stadium premises shall be permitted:

- Display of products and services by exhibitors in connection with trade or consumer shows or business conventions.

- Advertising in Event programs, on Event tickets, or in other similar Event materials.

- Identification and acknowledgment of Event sponsor(s) over the Domed Stadium Video Screen if the Tenant elects to use said Video Screen as provided in Paragraph 12.1.

- 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 County approval.

- 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 from the Stadium Director.

- Notwithstanding any other provision of this Article Fifteen, Tenant understands that the advertising of tobacco products as defined in King County Ordinance No. 10615 is strictly prohibited in the Domed Stadium. Therefore, Tenant expressly covenants that neither it nor any of its Event sponsors or exhibitors will at any time display, promote or advertise in the Domed Stadium any tobacco products, including any product containing tobacco, the prepared leaves of plants of the nicotiana family, including but not limited to cigarettes, loose tobacco, cigars, snuff, chewing tobacco, or any other preparation of tobacco. Tenant further agrees that any violation of this paragraph by it or its Event sponsors or exhibitors shall be a material breach of its contractual obligations to the County pursuant to this Agreement.

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

ARTICLE SIXTEEN

Tenant Property

16.1 No Removal Policy. The Tenant shall be responsible for removing from the Domed Stadium and Pavilion on or before the established Move-out time, stipulated in the Letter of Agreement, on the last Use Day of the Event during the Term, all property, goods, and effects belonging to the Tenant and its employees, and Event attendees, exhibitors and sponsors, or caused by it to be brought upon the Domed Stadium premises for the Event. If such property is not removed within the specified 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, Event attendees, exhibitors and sponsors, incurred during any removal and/or storage activities by the County.

ARTICLE SEVENTEEN

Exhibit Restrictions

17.1 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 Washington State Law and 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 EIGHTEEN

Utilities

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

18.2 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 on Event Days only.

ARTICLE NINETEENTicket and Credential Program

19.1 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.

19.2 Complimentary Tickets. A maximum number of complimentary tickets to be redeemed for the Event by the Tenant shall be mutually negotiated, and stipulated in the Letter of Agreement. Should the number of complimentary tickets actually redeemed for the Event exceed that mutually negotiated number specified in the Letter of Agreement, Tenant agrees to pay the County Fifteen Percent (15%) of the highest ticket price (per the Use Payment terms in Article Four) for each complimentary ticket redeemed in excess of the specified number of complimentary ticket maximum.

19.3 Credentials. The Tenant, prior to Move-in, shall present to the Stadium Director, the Tenants' Program for Event credentials, to include a hard copy of each credential type and any other pertinent details.

ARTICLE TWENTYParking

20.1 Tenant Parking on Use Days. The Tenant shall have the right to use, without charge, one hundred four (104) parking spaces in the Domed Stadium Premises parking lots during the Event presented under this Agreement.

20.2 Public Parking on Event Days. The Domed Stadium parking lots will be available for public parking on all Event days in accordance with King County Code Title 22 and City of Seattle Building Permit Number 560056. The County will notify and advise monthly parking users that monthly parking will not be available on Lots A, B or C on Event Days during of the Term of this Agreement. Tenant understands, however, that Lot C may not be available for use during the Term of this Agreement. If the County acquires additional public parking for the Domed Stadium's use, such parking will be available to the Tenant during the Event.

ARTICLE TWENTY ONEOption to Renew

21.1 Option to Renew. If Tenant has fully complied with all the terms upon expiration of said Term, Tenant shall have the option to renew the Agreement for an additional five (5) year period, subject to approval by the Metropolitan King County

Council. At the end of the initial Term of this Agreement, the terms and conditions of this Agreement will be subject to review and possible renegotiations if determined necessary by the Tenant and County. Said option shall be exercisable by Tenant giving County notice of its intention to renew no less than sixty (60) days following the last Event day of the initial Term or first five (5) year extension, as applicable.

ARTICLE TWENTY TWO

Successors and Assigns

22.1 Successors and Assigns. The Tenant will not assign its rights under this Agreement without prior written approval of the County, which shall not be unreasonably withheld. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE TWENTY THREE

Right Of Transfer

23.1 Right of Transfer. County reserves the right to transfer ownership or management of the Domed Stadium and/or Pavilion. In the event of such transfer, County may delegate its rights and obligations under this Agreement to said transferee, provided that the transferee agrees in writing to perform and be bound by all terms and conditions of this Agreement. County shall be relieved from all obligations and claims for liability arising out of this Agreement in connection with acts or occurrences taking place subsequent to the effective date of such transfer.

ARTICLE TWENTY FOUR

Future Availability

24.1 Future Capital Construction Work. The parties acknowledge that it is possible during the Term of this Agreement the Domed Stadium, the Pavilion and/or the Domed Stadium Premises may undergo some form of capital construction work, the extent of which is unknown at this time, but may include capital improvements, renovations, or enhancements. In the event that such work requires, in the County's sole discretion, demolition or closure of the Domed Stadium and/or Pavilion, the provisions of Paragraph 24.2 shall apply. In the event that such future capital construction work does not require closure of the Domed Stadium or the Pavilion, the parties agree to mutually and cooperatively exercise in good faith best reasonable efforts to limit the possible adverse impacts to the other resulting from the scheduling and implementation of any such future capital construction work. Reasonable efforts shall include, but are not limited to the following:

(1) The County agrees to provide Tenant with at least nine (9) months notice of any probable conflict between future capital construction requirements and Tenant's Use Days, which Use Days have historically been in the month of February and

(2) The parties agree to attempt to resolve any such probable conflict within thirty (30) days of the giving of such notice (i) identifying and implementing ways, which shall in no event obligate the County to incur additional costs it considers unreasonable, to amend the scope and/or staging of the Event and the scope and scheduling of such construction work; (ii) scheduling alternative Use Days with reasonable efforts made to first find alternative dates between the months of January and April during the contract year; (iii) reducing the number of Use Days by up to two (2) days with Tenant's permission; and (iv) considering any other alternative proposal(s) which Tenant may have timely proposed; PROVIDED THAT, Tenant accepts the provisions of paragraphs (1) and (2) as its sole remedy in the event of a conflict between capital construction work not requiring demolition of the Domed Stadium or the Pavilion and Use Days.

24.2 Demolition or Closure. The parties further acknowledge that the County-appointed Seahawks/Kingdome Renovation Task Force is presently considering a number of stadium alternatives, one of which may involve potential demolition or closure of the Domed Stadium or the Domed Stadium Pavilion. While no currently-adopted plan calls for such demolition or closure, if during any year of the Term a plan is adopted by the County which calls for the demolition or the closure of the Domed Stadium or the Pavilion, the County shall have the right to terminate this agreement upon nine (9) months written notice to Tenant, and neither party shall have any claim or cause of action, in law or equity, against the other arising from such termination, including any claim or cause of action for damages, loss, expense, specific performance, costs or attorney fees.

ARTICLE TWENTY FIVE

Miscellaneous

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

25.2 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.

25.3 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.

25.4 Impossibility. Neither the County nor the Tenant shall be responsible for each other's failure to perform under this Agreement 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 commotions, fire, unavoidable casualty, or similar causes beyond the control of the County or Tenant.

25.5 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.

25.6 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 the County:
Vern Wagner,
Acting Director
Department of Stadium
Administration
201 South King Street
Seattle, WA 98104-2832
(206) 296-3100

If to the Tenant:
Mike Kalian
President
The Seattle Home Show, Inc.
170 Mercer Street
Seattle, WA 98109
(206) 284-0960

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.

25.7 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.

25.8 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.

25.9 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, shall be considered to be a waiver 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.

25.10 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.

25.11 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.

25.12 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.

25.13 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.

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

25.15 Domed Stadium Tours. The County shall not conduct or permit tours of the Domed Stadium, or other activities in the Domed Stadium or Pavilion on the day of the Event without prior consent of the Tenant.

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

25.17 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).

25.18 Registered Agent and Service of Process on Tenant. The Tenant shall have and continuously maintain in the State of Washington 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.

25.19 Exclusive Decorator. In the event a contract is entered into by the County with an exclusive decorator for the Domed Stadium and/or Pavilion during the term of this Agreement, Tenant will not be required to comply with this contract, and with approval of Stadium Director, may employ the decorator of their choice. Such approval shall not be unreasonably withheld.

25.20 Third Party Beneficiaries. Nothing in the Agreement, whether expressed or implied, is intended or to be construed to provide any third person any right or remedies whatsoever.

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

KING COUNTY

THE SEATTLE HOME SHOW, INC.

By _____
Vern Wagner,
Acting Director
Department of Stadium Administration

By _____
Mike Kalian,
President
The Seattle Home Show, Inc.

Date _____

Date _____

APPROVED AS TO FORM:
KING COUNTY PROSECUTING ATTORNEY

By _____
Deputy Prosecuting Attorney

Date _____

By _____
King County Executive

Date _____

RECEIVED
DEC 28 1996

KING COUNTY EXECUTIVE