

October 15, 1997

Introduced By:

Greg Nickels
Jane Hague

Proposed No.:

97-332

1
2
ORDINANCE NO. **12894**

3 AN ORDINANCE relating to an Agreement between King
4 County and the Northwest Marine Trade Association, the
5 producer of an International Boat Show, for use of the King
6 County Domed Stadium in accordance with Ordinance 2556,
7 and authorizing the King County Executive to execute said
8 Agreement.
9

10 PREAMBLE:

11 King County is the owner of the King County Domed Stadium which is suitable for
12 the presentation of a Seattle International Boat Show. The Seattle International Boat
13 Show has successfully produced and promoted an International Boat Show in the
14 Domed Stadium for the last twenty years and desires to use the Domed Stadium for
15 that purpose for the next two years. King County and the Northwest Marine Trade
16 Association have negotiated an Agreement for use of the King County Domed
17 Stadium at such rental rates, terms and conditions which adequately protect the public
18 interest and reasonably reflect existing market conditions.

1 BE IT ORDAINED BY THE KING COUNTY COUNCIL OF KING COUNTY:

2 SECTION 1. The King County Executive is hereby authorized to execute an
3 Agreement between King County and the Northwest Marine Trade Association in
4 substantially the same form as the attached Agreement.

5 INTRODUCED AND READ for the first time this 16th day of

6 June, 1997.

7 PASSED by a vote of 11 to 0 on this 20th day of October, 1997.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 Jane Hogue
11 Chair

12 ATTEST:

13 Zurmon
14 Clerk of the Council

15 APPROVED this 28 day of October, 1997.

16 [Signature]
17 King County Executive
18

19 Attachments: Agreement

NORTHWEST MARINE TRADE ASSOCIATION

USE AGREEMENT

THIS AGREEMENT, made and entered into 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", and Pavilion, located at 201 South King Street in the City of Seattle; and,

WHEREAS, the Tenant desires to use 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 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 means the Seattle International Boat Show and its related activities as specified in Article Two herein.

1.4 Domed Stadium Premises means the multi-purpose Stadium, the parking lots A, and B, 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.

1.5 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.

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

1.7 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.

1.8 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 cost to be paid by the Tenant to the County under the terms of this Agreement.

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

1.10 Stadium Novelties and Souvenirs means those novelties and souvenirs sold by the Stadium Concessionaire which depict the Stadium.

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

1.12 Tenant means Northwest Marine Trade Association (NMTA).

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

1.14 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 on paid admissions only.

1.15 Monthly Parking Users means individuals who rent parking space on the Domed Stadium parking lots A, and/or B on a monthly basis.

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

1.17 Use Days means those consecutive days during the Term designated for presentation of the Event, including move-in/out Days and Event Days.

ARTICLE TWOScope

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: arena floor, arena drive between the Domed Stadium floor and entrance to the Pavilion, 100 level concourse, Pavilion and if Tenant desires, approximately 100,000 square feet in the Domed Stadium parking lot B for the placement of a Hoecker Structure, as depicted in Attachment A. The decision to use a Hoecker Structure or not for the Event must be communicated to the Stadium Director, no less than ninety (90) days prior to the first Use Day of each year of the Term of the Agreement.

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, which shall not be unreasonably withheld, the County, at its option, shall have the right to terminate the Use Agreement.

2.4 Exclusivity. No Event similar in purpose, function or scope to the Event shall be scheduled in or on the Domed Stadium Premises in any contract year during the Term of this Agreement.

ARTICLE THREETerm

3.1 Term. This Agreement shall be for the years 1998 and 1999, beginning and ending on the Use Days specified in the Letter of Agreement and referenced in Paragraph 3.2.

3.2 Use Days. Use Days are to be mutually negotiated and executed in the Letter of Agreement, to be 16.5 consecutive days in the month of January each contract year. The Letter of Agreement shall specifically denote Use Days as either Move-in/out days or Event Days. Prior to the first Use Day, a time will be provided to Tenant by County mutually agreed upon according to the Domed Stadium Event schedule for exhibit floor marking.

3.3 Schedule Conflict. It is understood by the Tenant that the County has an existing contractual agreement with the Seattle Seahawks, Incorporated ("SSI") or, if the FNW Agreement Closing has occurred, with Football Northwest LLC ("FNW"). Therefore, in the event the Seattle Seahawks National Football League professional football team enters into Conference Championship games causing a scheduling conflict with any Use Day within the Term of this Agreement, SSI (or FNW) shall have priority in the scheduling of dates. If there is such a scheduling conflict, Use Days for the Event will be adjusted to immediately preceding or following the SSI (or FNW) event.

As used herein, "FNW Agreement Closing" means that all terms of the Consent to Assignment and Amendment of Use Agreement dated the 7th day of January, 1997, by and between the County and FNW, a Washington limited liability company, shall have become fully effective as provided in Section 1 of the FNW Agreement.

ARTICLE FOURPayment4.1 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 the sum of Nine Thousand Two Hundred Sixty Dollars (\$9,260) per Event day or Fifteen Percent (15%) of Ticket Sales Proceeds per each Event Day, whichever is greater, and Four Thousand Six Hundred Thirty Dollars (\$4,630) per day for each Move-in and Move-out Day.

(b) Pavilion Rental. The Tenant shall pay the County the sum of Five Thousand One Hundred Fifty Dollars (\$5,150) per Event Day, and Two Thousand Five Hundred Seventy Five Dollars (\$2,575) per each Move-in/out Day.

(c) Hoecker Structure. If Tenant elects to use the Hoecker Structure the use fee 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 the year preceding the next contract 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 \$.0335 per square foot multiplied by the total interior square footage of the Hoecker Structure.

(d) 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 requested by Tenant, Video Screen, Utilities).

4.2 Time of Payments.

(a) Payments for Use Rental and Additional Services. Within two (2) days from the last Use Day of each year of the Term, the County shall provide the Tenant a preliminary settlement report. The County shall withhold from the Tenant an estimated amount of gate ticket sales receipts necessary to cover the use payments stipulated in Paragraph 4.1 (a), (b), (c), plus estimated other services costs stipulated in Paragraph 4.1 (d), less the security deposit received from the Tenant pursuant to Paragraph 4.2(c). The final 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 twelve percent (12%) 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 within thirty (30) days from the last Use Day.

(c) Security Deposit. The Tenant shall pay the County the sum of Nine Thousand Two Hundred Sixty Dollars (\$9,260) by 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. 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 Stadium Concessionaire and to Paragraph 5.2. Such concessions 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 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 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, Hoecker Structure and a minimum of Five hundred (500) square feet of contiguous, exclusive space in a specified location to the County for the purpose of sale of concessions, souvenirs, novelties, and programs until such time as permanent concession space is provided by the County. 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 Section 25.10 rules otherwise. During any dispute, the parties will proceed pursuant to Article Eight Hold Harmless at which time Section 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 Use Days 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.10/93). 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.

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 Premises 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 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 Use Day of the specific Event.

ARTICLE EIGHT

Hold 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 the findings of a court of competent jurisdiction as specified in Section 25.10, 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 either the County or the 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 NINE

Risk 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 TEN

Stadium 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 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 ten (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.

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.

10.3 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 ELEVEN

Staging, 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 stagehand 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 TWELVE

Domed 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 to the Tenant at any time.

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 its 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. Tenant and County shall reasonably cooperate with each other in establishing the timing of any advertising shown 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 time 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 THIRTEEN

Kingdome 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 Term of this Agreement.

ARTICLE FOURTEENCopyrighted Material

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

ARTICLE FIFTEENAdvertising

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 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.
- 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 approval from the Stadium Director.

- Notwithstanding any other provision of this Section 15.1, 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 or Pavilion 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 section 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 SIXTEENTenant 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 each year of the Event 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, unless prior written approval by the Stadium Director has been granted. 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 SEVENTEENExhibit 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 sanitarly 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 and Washington State Law;

-- 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 each year 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 on Event Days only during the Term of the Agreement.

ARTICLE NINETEEN

Ticket 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.

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

19.3 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.

19.4 Credentials. The Tenant, 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 TWENTY

20.1 Tenant Parking on Use Days. The Tenant shall have the right to use, without charge, two hundred (200) parking spaces on the Domed Stadium Premises on all Use Days under this Agreement; provided, however, that if Tenant's use of or the availability of all or part of parking lot A or parking lot B of the Domed Stadium Premises is terminated pursuant to Article 23 the County shall have no obligation to provide such parking, but the County will in good faith work with Tenant to locate a comparable number of available parking spaces for Tenant's use during the Event.

20.2 Public Parking on Event Days. The Domed Stadium Premises will be available for public parking on all Event days in accordance with applicable County ordinances and City of Seattle permits. The County will notify and advise monthly parking users that monthly parking will not be available on parking lot A or parking lot B of the Domed Stadium Premises on Event days during the Term of this Agreement. If the County acquires additional public parking for use during all Domed Stadium events, such parking will be available to the public for use during the Event.

ARTICLE TWENTY ONE

Successors and Assigns

21.1 Successors and Assigns. 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. The Tenant will not assign its rights under this Agreement without the prior written approval of the County, which shall not be unreasonably withheld.

ARTICLE TWENTY TWORight of Transfer

22.1 Right of Transfer. The County reserves the right to transfer ownership or control of all or part of the Domed Stadium Premises and/or the Pavilion. In the event of such transfer, the 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. The 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 THREEDemolition or Major Renovation

23.1 At any time after June 30, 1998, the County may terminate the provisions of this Agreement relating to Tenant's use or the availability of (a) the Pavilion; (b) all or part of parking lot A of the Domed Stadium Premises; and/or (c) all or part of parking lot B of the Domed Stadium Premises; and

23.2 At any time after December 1, 1999, the County may terminate this Agreement in its entirety, if the County intends either to demolish or undertake a major renovation of the Domed Stadium.

If the County elects to so terminate this Agreement, the termination shall be effective the later of ninety (90) days after the County notifies the Tenant, or the dates specified in paragraph (1) or (2), whichever is applicable. The County shall have no liability, cost or obligation with respect to any such termination, including for interruption or relocation of the Tenant's Event. For purposes of this provision, the "County" includes any successor owner or operator of the Domed Stadium, including any "public stadium authority."

ARTICLE TWENTY FOURMiscellaneous

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

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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 or 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:

Vern Wagner, Acting Director
Dept. of Stadium Administration
201 South King Street
Seattle, WA 98104
(206) 296-3100

If to the Tenant:

Hank Sitko, Executive Director
Northwest Marine Trade Assoc
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.

24.7 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.

24.8 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.

24.9 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.

24.10 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.

24.11 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.

24.12 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. Any and all other prior Use Agreements executed between the County and Tenant are hereby superseded and shall be null and void.

24.13 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.

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

24.15 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 Agreement. Said tour will be permitted in those areas of the Domed Stadium mutually agreeable to the County and Tenant.

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

24.17 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).

24.18 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.

24.19 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 not to be unreasonably withheld.


24.20 Third Party Beneficiaries. Nothing in the Agreement, whether expressed or implied, is intended or to be construed to provide any third person any rights 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

NORTHWEST MARINE TRADE ASSOCIATION

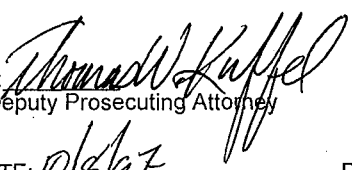
BY: _____
VERN WAGNER,
Acting Director
Department of Stadium
Administration

BY: 
HANK SITKO,
Executive Director

DATE: _____

DATE: 10/7/97

APPROVED AS TO FORM:
KING COUNTY PROSECUTING ATTORNEY

BY: 
Deputy Prosecuting Attorney

DATE: 10/6/97

DATE: _____

BY: _____
RON SIMS
King County Executive

DATE: _____