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ORDINANCE NO. 2590

AN ORDINANCE relating to an Agreement between King County and the major league professional football franchise located in Seattle for use of the King County Domed Stadium in accordance with Ordinance 2556, and authorizing the King County Executive to sign said Agreement.

WHEREAS, King County is the owner of the King County Domed Stadium which is suitable for the playing of professional football and which will be ready for such play in 1976, and

WHEREAS, Seattle Professional Football is the possessor of a National Football League professional football franchise which will commence play in 1976, and

WHEREAS, King County and Seattle Professional Football 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.

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

The execution by the County Executive of the Agreement between King County and Seattle Professional Football, a copy of which is attached hereto and by this reference made a part hereof, is hereby authorized and approved.

INTRODUCED AND READ for the first time this 22nd day of December, 1975.

PASSED this 5th day of January, 1976.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Bill Reams
Chairman

ATTEST:
Janet B. Reams
Clerk of the Council

APPROVED this 6th day of January, 1976.
Ed Spellman
King County Executive

AGREEMENT

Between

KING COUNTY, WASHINGTON

and

SEATTLE PROFESSIONAL FOOTBALL

December 31, 1975

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 1976, by and between KING COUNTY, WASHINGTON, a duly incorporated municipal corporation of the State of Washington (hereinafter "County") and SEATTLE PROFESSIONAL FOOTBALL (hereinafter "SPF"), a general partnership organized and existing under the laws of the State of Washington with a place of business at 1200 Westlake Avenue North, Seattle, Washington 98109 and consisting of Herman Sarkowsky, Managing General Partner; Howard S. Wright; M. Lamont Bean; Lynn P. Himmelman; the Nordstrom Family Partnership and the Skinner Corporation, a Washington corporation, all as general partners;

W I T N E S S E T H:

Recitals

WHEREAS, The County is constructing the Domed Stadium (as defined herein) in Seattle, Washington; and

WHEREAS, SPF is the possessor of the Seattle franchise of the National Football League; and

WHEREAS, The County and SPF desire to enter into an agreement specifying the terms and conditions under which SPF will use the Domed Stadium in connection with its NFL franchise and providing, inter alia, for a license to use the Domed Stadium for home games, an option to use the Domed Stadium as a practice facility, and a lease of a home locker room facility and certain parking facilities.

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

Definitions. As used in this Agreement, the following terms shall have the meaning herein assigned to them.

A. Agreement means this Agreement, as from time to time amended and supplemented in accordance with the terms hereof, including the license to use the Domed Stadium for Home Games, pursuant to Article Three, the option to use the Domed Stadium as a practice facility pursuant to Article Eleven, the lease of the home locker rooms and parking spaces pursuant to Article Twelve, and all other provisions of this Agreement.

B. Approval of SPF means the prior written consent of Seattle Professional Football which shall not, in any case, be unreasonably withheld.

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

D. Commissioner means the party designated as the Commissioner or similar officer of the NFL.

E. Day of Game means the calendar day upon which a Home Game of the Seahawks is scheduled to be played in the Domed Stadium.

F. Domed Stadium means the multipurpose Stadium, seating approximately 65,000 persons, constructed and owned by King County, together with all structures, equipment and other appurtenances incorporated in or adjacent to the Stadium site.

G. "Home Game or "Home Games" means any professional football game or games played at which the Seahawks team is the host team (as currently defined by the NFL), including preseason, regular season and divisional playoff games.

H. NFL means the National Football League or its successor or successors as the professional football league or organization of which the Seattle NFL team is a member.

I. Parking Area means the area adjacent to the Stadium containing approximately 2,000 passenger vehicle parking stalls.

J. Football Novelties shall mean merchandise, goods, wares and publications bearing the symbol, mark or name of the Seahawks, the NFL, or any other NFL team, and all other football-related merchandise, including team pictures or pictures of players or other team personnel.

K. Season Tickets means those tickets to Home Games in the Domed Stadium sold by SPF each year as part of a multiticket package.

L. Seahawks means the NFL professional football team owned and managed by Seattle Professional Football.

M. Seats means those seats in the Domed Stadium including seats in the Stadium Club, if one is constructed, from which events in the Domed Stadium are to be viewed.

N. SPF means Seattle Professional Football, a general partnership possessing the Seattle NFL team franchise, and its successor or successors.

O. Stadium Club means that facility, if any, to be constructed at the north end of the Domed Stadium under the scoreboard, together with rights of access to and from such facility.

P. Ticket Sales Proceeds means the gross revenues derived from the sale of tickets for each Home Game less admissions taxes or similar taxes levied on admissions to Home Games.

Q. Stadium Director means the County Director of the Department of Stadium Administration.

R. Stadium Novelties shall mean merchandise, goods, wares and publications depicting, describing or otherwise relating to the Domed Stadium and/or King County, excluding "football novelties".

S. "Pay Television Broadcast" means any day of game television coverage of any Home Game transmitted by cable or otherwise, in such a manner that a charge is made to the receiver or viewer for the reception of signals in usable form, and shall include, but not be limited to, telecasts in theaters, taverns and similar establishments and any metered, subscription or "pay-as-you-see" home television.

ARTICLE ONE

Term. The term of this Agreement, and of all subparts thereof, including the license of the Domed Stadium for Home Games (Article Three), the option to use the Domed Stadium as a practice facility (Article Eleven) and the lease of the home locker room and parking spaces (Article Twelve) shall be twenty (20) years, commencing on January 1, 1976, provided that SPF may, at its option, extend the term of this Agreement, and all subparts thereof, for an additional ten (10) years, said option to be exercisable no later than twelve (12) months prior to the expiration of the term of this Agreement.

ARTICLE TWO

Construction, Financing and Maintenance

2.1. Construction. The County will cause the Domed Stadium to be constructed substantially in accordance with the plans and specifications for the Domed Stadium in effect as of the date of this Agreement.

2.2. Completion Date. The County agrees that the construction of the Domed Stadium will be substantially completed no later than April 1, 1976. Construction will be deemed to be completed if a certificate of occupancy has been issued or if SPF is reasonably satisfied that construction will be completed in sufficient time to allow the Seahawks to play their first scheduled Home Game (as defined herein) in the Domed Stadium.

2.3. Maintenance and Repair of the Domed Stadium. The County agrees to maintain and repair the Domed Stadium so that it will at all times be a first class facility for the playing of professional football games. In the event the County shall default in the due observance and performance of any of its obligations under this section, and if such default is not cured by the County with reasonable promptness after receipt of written notice from SPF setting forth such default, SPF may, without limitation of its other remedies at law, in equity, or under this Agreement, through mandamus or other specific enforcement procedures compel the County to comply with the provisions of this section.

2.4. Construction of Locker Rooms, Visiting Team. The County shall construct and furnish suitable locker room facilities for the visiting team. Such facilities shall fairly meet the standards and conditions prevalent in recently constructed stadiums utilized by NFL teams.

2.5. Construction of Locker Rooms, Home Team. The County shall provide space for home locker room facilities for SPF. SPF shall be responsible for the completion of the construction of the home locker room facilities; provided, that at the option of SPF, SPF will accept such space in an "as is" condition as of the date of this Agreement or the County will install concrete floors and exterior walls and stub in all utilities. In the event that SPF elects to accept the home locker room space in an "as is" condition, the County shall pay SPF the sum of \$80,000. Such payment shall be made by the County not later than September 1, 1976.

2.6. Insurance.

(a) Property Insurance. The County and SPF, for and in consideration of the execution hereof by each of said

parties, do each herewith and hereby release and relieve the other, and waive their entire claim of recovery for loss or damage to property arising out of or incident to fire, lightning and the perils included in the extended coverage endorsement, in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise. The County covenants at all times of this Agreement, at its own cost and expense, to carry and maintain insurance against loss or damage to the Domed Stadium caused by fire and such other causes of loss as are usually and customarily covered by vandalism and malicious mischiefs endorsements and by an "extended coverage endorsement," excluding earthquake insurance, in an amount equal to 90% of the replacement value of the Domed Stadium, or to make such other arrangements as may be approved by SPF to provide for repair or replacement in the event of such loss or damage. The County agrees to evaluate its insurance coverage as herein provided, not less often than annually, to maintain the level of coverage required in this subparagraph.

SPF covenants at all times of this Agreement, at its own cost and expense, to carry and maintain insurance against loss or damage to the locker room facilities it constructs pursuant to paragraph 2.5 of this Agreement or to any other facility that SPF may construct and maintain in the Domed Stadium caused by fire and such other causes of loss as are usually and customarily covered by vandalism and malicious mischiefs endorsements and by an "extended coverage endorsement," excluding earthquake insurance, in an amount equal to 90% of the replacement value of those facilities, or to make such other arrangements as may be approved by the County to provide for repair or replacement in the event of such loss or damage.

SPF agrees to evaluate its insurance coverage as herein provided, not less often than annually, to maintain the level of coverage required in this subparagraph.

(b) Liability Insurance. The County will at all times during the term of this Agreement, at SPF's cost and expense, carry and maintain, for the mutual benefit of the County and SPF, general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Domed Stadium, which insurance shall cover such claims as may be occasioned by an act, omission or negligence of SPF or its officers, agents, representatives, employees or servants during all times that SPF uses the Domed Stadium under the terms of this Agreement. The limitations of liability, which may be increased from time to time as deemed necessary under said liability insurance, shall be not less than:

- (i) \$5,000,000 each person, personal injury liability;
- (ii) \$5,000,000 each occurrence, personal injury liability;
- (iii) \$1,000,000 each occurrence, property damage liability;
- (iv) \$1,000,000 aggregate property damage liability, or a combined limit of \$5,000,000 bodily injury and property damage liability.

At SPF's option it may carry and maintain the insurance provided for in this subparagraph, provided that in the event SPF elects to exercise such option, it shall notify the County not later than May 1 of any lease year. The County will at all times during the term of this Agreement, at its own cost and expense, carry and maintain general public liability insurance or make such other arrangements as may be approved by SPF, to protect against claims for bodily injury, death, or property damage occurring on, in, or about the Domed Stadium which insurance shall cover such claims as may be occasioned by an act, omission, or negligence of

the County, or its officers, agents, representatives, employees, or servants. The limitations of liability, which may be increased from time to time as deemed necessary by the County under said liability insurance, shall be not less than:

- (i) \$5,000,000 each person, personal injury liability;
- (ii) \$5,000,000 each occurrence, personal injury liability;
- (iii) \$1,000,000 each occurrence, property damage liability;
- (iv) \$1,000,000 aggregate property damage liability, or a combined limit of \$5,000,000 bodily injury and property damage liability.

(c) General Provisions. The insurance described in subparagraphs 2.6(a) and 2.6(b) shall be issued by insurance companies which have Bests Rating of AAA, are duly authorized to issue such policies in the State of Washington and are acceptable to County and SPF. The County and SPF shall be a named insured on all such policies. Certificates or other evidence satisfactory to SPF and the County evidencing the existence and terms and conditions of all insurance maintained pursuant to subparagraphs 2.6(a) and 2.6(b) shall be delivered to SPF upon request. No policies of insurance maintained pursuant to subparagraphs 2.6(a) or 2.6(b) shall be cancelled, nor shall the terms and conditions thereof be altered or amended without sixty (60) days notice to SPF and the County.

ARTICLE THREE

License To Use Domed Stadium for Home Games

3.1. Use of Domed Stadium for Seahawks Home Games.

During the term of this Agreement, the Seahawks shall play all regular season Home Games (as defined herein) in the Domed Stadium unless precluded from doing so by the scheduling of another event

(such as a World Series baseball game) in the Domed Stadium on the day of a Home Game, or unless precluded from doing so by the existence of a labor dispute involving the Domed Stadium which renders the Domed Stadium substantially unavailable for use for professional football games. SPF shall use its best efforts to schedule as many of its preseason games as possible in the Domed Stadium.

3.2. Use of Domed Stadium as Practice Facility on Day Prior to Home Games. In connection with the use of the Domed Stadium on game days, the Seahawks and the visiting team shall each have the right to the exclusive use of the Domed Stadium as a practice facility for three hours (between 9 A.M. and 6 P.M.) on the day prior to Home Games, provided that such practice rights shall be limited to the extent necessary to accommodate the scheduling on such date of an afternoon or evening football game involving colleges and universities operated by the State of Washington or such other compatible event mutually agreed upon between the Stadium Director and SPF. The visiting team's right to use the Domed Stadium as a practice facility shall include the right to use the visiting team locker room for a reasonable period before and after the three hour practice period assigned to the visiting team.

3.3. Use of Parking Facilities in Connection with Home Games. SPF shall have the right to use no less than 300 parking spaces at the Domed Stadium on the day of Home Games, and no less than 50 parking spaces at the Domed Stadium on the day prior to Home Games. SPF shall also have an option, independently exercisable during each year of the term hereof, to rent up to an additional 200 parking spaces at the Domed Stadium on the day of Home Games for a rental equal to the market rental value of those spaces. Said option must be exercised no later than May 1 of the

year for which such additional spaces are to be rented.

3.4. Exclusive Use on Game Days. SPF shall have exclusive use of the Domed Stadium for the entirety of all game days. The County will not use the Domed Stadium for any purpose, nor permit the use of the Domed Stadium by any other party for any purpose on game days without the prior written consent of SPF, except that the right of SPF to use the Domed Stadium for a Home Game or Games may be terminated by the County in the event that a World Series baseball game is scheduled in the Domed Stadium on the day of a scheduled Home Game.

3.5. Use of Domed Stadium for Other Football Games. The Domed Stadium will not be used for any professional football games other than those involving the Seahawks, or hosted or promoted by SPF, without the written consent of SPF, which shall not be unreasonably withheld. No other football games of any character will be permitted in the Domed Stadium during the six days immediately preceding Home Games without the written consent of SPF, except games involving colleges and universities operated by the State of Washington.

3.6. County to Furnish Domed Stadium. On the day of Home Games, the County shall furnish and make available to SPF the entire Domed Stadium facility, including the stadium itself, the playing field, visiting locker room, press box, broadcast facilities and other facilities (all of which are included in the definition of Domed Stadium) fully equipped, operating, lighted and staffed for football game purposes no later than three (3) hours prior to game time. All County personnel, other than the Stadium Director, personnel designated by the Stadium Director as essential to the management and operation of the Domed Stadium, and the personnel specifically authorized by SPF to remain, shall have exited from the Domed Stadium no later than three (3) hours

prior to game time. All costs incurred in connection with the conversion of the playing field and/or other portions of the Domed Stadium from a baseball or other configuration to a football configuration, or from a football configuration to a baseball or other configuration, shall be the sole responsibility of the County.

3.7. County to Furnish Utilities. On the day of Home Games the County shall furnish and have available at the Domed Stadium all utilities required for the use of the Domed Stadium as an arena for professional football games, together with such technical and other personnel as are required to maintain and operate such utilities. On the day of the game all such utilities will be turned on as specified by SPF.

3.8. Day of Game Personnel. On the day of game, at the request of SPF, the County will make available any or all of the following day of game personnel: ticket sellers, ticket takers, grounds keepers, public address and scoreboard operators, ushers, medical personnel, police and security personnel for the interior of the Domed Stadium, a clean-up crew for the interior of the Domed Stadium (excluding the interior of any concession areas) and any other stadium personnel specifically requested by SPF. The costs to the County of furnishing the above personnel will be reimbursed by SPF as provided in paragraph 3.10. In lieu of requesting the County to furnish such personnel, SPF may, at its option, furnish any or all such personnel at its own expense. In no event shall SPF be responsible for cleaning up the exterior areas of the Domed Stadium or the interior of any concession areas or for police and security personnel deployed outside the stadium itself nor shall SPF be required to reimburse the County for any expenses incurred by the County in connection therewith nor for any expenses, including personnel expenses, incurred in

connection with parking or parking lots. Because of clean-up difficulties, the County will not permit its concessionaire to sell gum and similar food items which entail extraordinary clean-up expense without the express written approval of SPF. In the event that SPF requests the County to furnish personnel in any of the categories specified above, the number of persons furnished by the County in each category shall be subject to the approval of SPF.

3.9. Presentation of Football Games. SPF shall assume full responsibility for the presentation of its Home Games including the payment of all expenses of its own team, guaranties and payments to visiting teams and other expenses incident to the playing of games, including the costs of game officials, who shall be appointed by the Commissioner of the NFL. SPF shall also obtain, furnish and present such pregame, game-time, half-time and post-game activities within the Domed Stadium as it shall deem appropriate in connection with its Home Games.

3.10. Use Payments. In consideration for the use of the Domed Stadium as provided in this Article, SPF shall pay to the County for each Home game an amount equal to the sum of:

- a. Ten percent (10%) of the Ticket Sale Proceeds, plus
- b. The actual cost to the County of providing day of game personnel pursuant to paragraph 3.8, exclusive of any costs for administration incurred by the County, plus
- c. The cost of providing the utilities specified in paragraph 3.7 for a period of six hours.

3.11. Time of Payment. The use payments defined in paragraph 3.10 shall be due and payable by SPF no later than 15 days after the date of each home game in the Domed Stadium.

3.12. Books, Records and Inspection. SPF shall keep

accurate books and accounts of the matters upon the basis of which the use payments specified in paragraph 3.10 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. 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 this 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 3.10.

ARTICLE FOUR

Selection of Dates for the Seahawks Home Games

4.1. Dates of Games. The parties recognize that customarily schedules for professional football games are made by the NFL in the spring of each year and that SPF will be unable to specify the dates of its home games until the NFL schedule is established. The County will therefore not schedule other events in the Domed Stadium, without notice to and the written approval of SPF, until said schedule is received by the Stadium Director. The parties recognize the need for SPF to maintain this flexibility in the availability of the Domed Stadium for all Home Games. The parties also recognize that although at the present time professional football games are generally played on Sunday afternoon and Monday night, during the term of this Agreement Home Games may be played on other days, and any such change in customary playing dates shall not effect the rights of the parties stated herein.

4.2. Scheduling of Games. Notwithstanding paragraph 4.1,

beginning with the first full weekend in August, SPF shall be entitled to use and occupy the Domed Stadium for a minimum of nine Home Games on weekends during the months of August, September, and October. A weekend as used herein is defined as that period beginning at 6:00 P.M. on Friday night and ending at midnight on Monday night.

The Domed Stadium will be available to SPF for such nine Home Games as follows:

- a. August: Not less than two weekend dates.
- b. September and October: Not less than three weekend dates in September and not less than two weekend dates in October, including one of the first two weekends in October.
- c. The two remaining weekend dates are to be available to SPF for any weekends in August, September or October as shall be mutually agreed upon between the parties.

Upon agreement of the County and SPF, Home Games may be played on any weekday, and as either day or night games.

During the months of November through January, inclusive, the Stadium shall be available to SPF on all weekends for the purpose of playing Home Games including Division Playoff Games, subject, however to the right of the County in paragraph 11.1 hereof.

ARTICLE FIVE

Tickets

5.1. Seats. The sale of tickets (whether individual game tickets or season tickets or season tickets affording the purchaser the right to purchase a season ticket for the same seat the following year) by SPF as to all seats in the Domed Stadium shall be under the exclusive control of SPF.

5.2. Tickets and Ticket Prices. Prices to be charged for tickets to home games by SPF, including prices to be charged

for season tickets and the Home games to be included in a season ticket package, shall be under the exclusive control of SPF and shall be determined, from time to time by SPF. The number of complimentary tickets or complimentary admission to Home Games, not including credentials issued to officials and personnel of the NFL and other league teams, to the press and broadcast and similar personnel, and credentials for persons working or performing in the Domed Stadium shall not exceed 1000. SPF shall furnish all tickets for Home games at its expense.

ARTICLE SIX

Press Box and Owners Box

6.1. Construction and Furnishing of Press Box. The County shall construct, or cause to be constructed, and suitably furnish, or cause to be suitably furnished, at its expense, a two-level press box, containing approximately 5,662 sq. ft., adequate for the staging of championship and all-star games in the Domed Stadium.

6.2. Construction of Owners Box. The County shall construct, or cause to be constructed, at its expense, an owners box as described in the plans and specifications in effect as of the date of this Agreement. The construction of said owners box shall include roughing in of all utilities, but all other furnishing of the owners box shall be the responsibility of SPF.

6.3. Access to Press Box and Owners Box. On the day of Home Games in the Domed Stadium, SPF shall have exclusive control of access to the press box and the owners box for a period beginning three (3) hours prior to game time and ending three hours after the end of the game, provided that the Stadium Director and personnel designated by the Stadium Director as essential to the operation of the press box shall be afforded reasonable access.

ARTICLE SEVEN

Concessions

7.1. Concessions. Except for rights and concessions reserved to SPF (such as the sale of football novelties, Section 7.2, broadcast rights, Article Nine, and similar rights) the County will retain the right to operate or authorize others to operate such concessions at the Domed Stadium as it deems appropriate. The County will require concessionaires to so operate as to provide reasonable service and food, beverages and merchandise of wholesome quality and at reasonable prices. The County or concessionaires operating under contract from the County shall not sell any products at Home Games without previously consulting SPF concerning the price, type of product and brands to be sold. The cost of cleaning interior of concession areas before, during and after Home Games shall not be a part of game expenses which are to be paid by SPF.

7.2 Sale of Football and Stadium Novelties. SPF shall have the exclusive right to sell Football Novelties at the Domed Stadium on the day of each Home Game, and, except as to Stadium Novelties, which the County may sell or cause to be sold at the Domed Stadium at any time, no other novelties, souvenirs, programs or other publications may be sold at the Domed Stadium on the day of a Home Game without the prior written approval of SPF. SPF may itself publish, manufacture and sell Football Novelties, or it may authorize other parties to do so. SPF may, on the day of a Home Game, place at its own expense temporary stands for the sale of Football Novelties; the size, construction and location of such stands shall not impede the normal and safe flow of vehicular and foot traffic in and around the Domed Stadium, and shall be subject to the approval of the Stadium Director. Also, at its option, SPF may sell said Football Novelties through the

concessionaires selected by the County for a commission to be negotiated by SPF and the concessionaires and approved by the County.

ARTICLE EIGHT

8.1. Public Address System. As a part of the Domed Stadium the County will provide and maintain a public address system. SPF will have the exclusive use and control of the public address system within the Domed Stadium on the Day of Game; provided, however, that such public address system shall not be used for propaganda or political purposes and further provided that the County shall have the right of access for emergency purposes including but not limited to general announcements and crowd control.

8.2. Scoreboard. The County shall, during the term of this Agreement, provide and maintain one primary scoreboard and one auxiliary scoreboard each of which shall have the capability of presenting, on a fixed format basis, game-in-progress information relating to a football game including but not limited to: score, down, yardage, quarter, time remaining in quarter and yard line of ball. The County shall be responsible for the actual operation of the scoreboard provided that SPF shall have exclusive control of the information presented on the scoreboard.

8.3. Video Screen. As a part of the Domed Stadium, the County shall provide and maintain a video screen which is in accordance with the contract entered into with the Conrac Corporation dated August 5, 1975 for the transmission of "instant replays", commercial messages, and other information. The County shall be responsible for the operation of the video screen; provided, that SPF shall have the exclusive control of the timing and content of all commercial messages and all other information displayed on the video screen.

8.4. Advertising on Video Screen. It is understood by County and SPF that the County is selling advertising on the scoring and information system which includes fixed advertising panels on the primary and auxiliary scoreboard, and spot advertising on the video screen and that the revenue generated therefrom is committed to amortize the costs of the scoreboard. In consideration for payment of \$1,000 per Home Game by the County to SPF, the County is permitted to display nine minutes of commercial message time on the video screen. SPF shall determine, in conjunction with the County, the timing of the nine minutes allocated to the County, provided that said nine minutes shall occur between the time of the kick-off and the end of the football game, and provided that the nine minutes shall be fairly distributed within that period. SPF, at its option, may present advertising during the time periods including pregame, half-time and postgame.

Because of present difficulties involved in resolving all potential problems concerning advertising on the video screen, SPF and County agree that the terms and conditions of this section shall be reviewed and may be modified to the mutual benefit of both parties after May 1, 1976 upon such terms and conditions as the County Executive, the Stadium Director and SPF shall agree in writing.

ARTICLE NINE

Broadcasting

9.1. Broadcast Rights. Subject to the provisions of Section 9.4, SPF shall have and retain exclusive broadcast and reproduction rights incident to each Home Game including, but not limited to, radio and television broadcasting, film or tape rights, closed circuit, cable or pay television rights and similar rights by whatever means or process now existing or hereafter developed of preserving, transmitting and reproducing for hearing and/or viewing day of game events in the Domed Stadium. Such

broadcasts will not be used for propaganda or political purposes except for regular commercials. All proceeds from such broadcast rights shall be retained by SPF. Except as provided in Section 9.4, or as required by law, no Home Game shall be televised within a radius of 75 miles of the Domed Stadium.

9.2. Broadcast Facilities. With regard to the broadcast and reproduction rights referred to in Section 9.1, the County will cooperate with SPF and with those parties actually producing any of such broadcasts and reproductions in all phases of the preparation, broadcast and production of Home Games and the attendant activities. In connection with any of such broadcast activities, the County shall provide access to the stadium and maintenance personnel and all utilities at the request of SPF. SPF shall be authorized to issue a reasonable number of credentials for admission to the Domed Stadium on the part of personnel engaged in such broadcasts and reproductions, the production thereof and the removal of equipment thereafter.

9.3. Camera Facilities. As part of the Domed Stadium, the County shall provide facilities at each end of the Domed Stadium adequate for the use by SPF and broadcasting media for the purpose of filming, taping and broadcasting the on-field activities.

9.4. Pay Television Broadcasts Within 75-Mile Radius of the Domed Stadium. SPF shall not authorize, permit or otherwise participate in any Pay Television Broadcast to locations within a 75-mile radius of the Domed Stadium without the prior written consent of the County Executive; provided, however, that Pay Television Broadcasts shall be permitted within a 75-mile radius of the Domed Stadium if SPF guarantees that the County will not suffer any loss of revenue in rental, parking and net concession income. In determining whether the County shall have suffered a

loss of rental, parking or net concession revenue, it is understood that the County shall be deemed to have suffered loss if the total of the rental, parking and net concession revenue received by the County in the year in which said broadcast shall occur, is less than the total of the average income received by the County from said rental, parking and net concession revenue during all Home Games of the preceding three (3) years; provided, however, that after ten (10) years have elapsed, the computation shall be based upon the three highest revenue-producing years within the past ten years. It is further understood and agreed that a Pay Television Broadcast within a 75-mile radius of the Domed Stadium will not occur under any circumstances within the first three (3) years of the term of this Agreement.

ARTICLE TEN

Default

10.1 Nonexcusable Acts of Default. Subject to the provisions of the Security Agreement between SPF and the NFL, the County shall have the right to terminate this lease in its entirety in the event that SPF shall not, within sixty (60) days of receipt of notice thereof, cure any of the following events of default:

a. The occurrence of any act or omission on the part of SPF which operates to deprive it of the right, powers, licenses, and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized herein; or

b. The filing by or against SPF of any petition in bankruptcy, the filing of which petition, either voluntary or involuntary; or

c. The making by SPF of an assignment for the benefit of creditors, the making of which assignment shall automatically terminate this Agreement and the filing of such petition or

making of such assignment shall bar the passing thereunder of any benefits under this Agreement to such creditors, assignees or transferees thereof; or

d. The abandonment or discontinuance without the written consent of the County of any or all of the operations of SPF under this Agreement; or

e. The failure of SPF to pay the rental or other considerations required under the terms of this Agreement, or

f. The failure of SPF to perform, keep and observe any of the terms, and conditions of this Agreement, required on the part of SPF to be performed, kept or observed.

10.2. Excusable Act of Default. Any prevention or delay which substantially interferes with SPF's performance hereunder due to force majeure causes and any other causes found and determined by the County to be beyond the reasonable control of SPF, shall excuse performance by SPF of its contractual obligations under this Agreement, including the payment of rental and other considerations to the County as provided herein for a period equal to such delay or prevention, anything to the contrary stated herein.

10.3. Termination Procedure. Termination of this Agreement by the County shall be by written notice authorized by the County Executive and directed to SPF. Upon termination, the County shall have the right, immediately and without further notice to SPF, to enter and take full and exclusive possession of the area occupied by SPF in connection with its operations under this Agreement. The County may use, remove, store or sell any such personal property of SPF without any liability to the County for damages or loss thereby sustained by SPF.

Upon such termination by County, all rights, powers, privileges and authority granted to SPF under this Agreement shall

immediately cease. SPF shall vacate the premises immediately. SPF waives any and all claim it may have against the County, its elected or appointed officials and employees who are acting in the scope of their duty by reason of such termination.

The remedies provided the County herein upon termination shall not be considered to be exclusive but instead shall be cumulative and shall not affect any other right or remedy available to the County.

10.4. Nonwaiver of Default. The County's failure to take advantage of any default or breach of any term or condition of this Agreement by SPF shall not be implied nor construed to be a waiver thereof. A waiver by the County of a particular breach or default shall not be considered continuing as to a subsequent breach or default of the same nature.

ARTICLE ELEVEN

Option To Use Domed Stadium as Practice Facility

11.1. Option. SPF shall have the option, in consideration of the payment to the County of \$2,500 per year, independently exercisable during each year of the term of this Agreement, to use the Domed Stadium as a practice facility for up to fifteen (15) days in September, eighteen (18) days in October, twenty (20) days in November and seventeen (17) days in December of the year for which the option is exercised. The dates on which the Domed Stadium is to be used pursuant to this Article shall be selected by SPF in its sole discretion, provided that no more than seven (7) such days shall be consecutive, and provided that there must be at least seven consecutive days during the period of November or December during which no dates are selected by SPF. In the event there is not a baseball tenant in the Domed Stadium, there shall be at least one full week in either September or October during which no dates are selected by SPF, and if its

playing schedule permits, SPF shall use its best efforts to leave an additional one week period in September or October during which no dates are selected. In the event that SPF has selected a date or dates on which a baseball game is scheduled, it is agreed that SPF's practice will be scheduled and conducted in such manner and at such times as will not conflict with the exhibition of such baseball team.

11.2. Exercise of Option. The option described in paragraph 11.1 hereof must be exercised and the dates on which the Domed Stadium is to be used pursuant to this Article must be selected no later than May 1 of the year the Domed Stadium is to be used as a practice facility.

11.3. Use on Dates Selected. SPF shall have the right to use the Domed Stadium on the dates selected pursuant to this Article, except that SPF's right to use the Domed Stadium on any dates selected may be terminated by the County in the event that a playoff or World Series baseball game is scheduled in the Domed Stadium on that date; and provided that the Domed Stadium may be used on the dates selected pursuant to this Article for such other compatible use as may be mutually agreed upon between the Stadium Director and SPF. In the event that SPF's right to use the Domed Stadium is terminated with respect to any date or dates as the result of the scheduling of a playoff or World Series baseball game, SPF shall have the right to select an alternate date or dates, provided that the selection of alternate dates does not result in a violation of any of the provisos contained in paragraph 11.1 hereof.

11.4. County's Exclusive and Unrestricted Right to Use Domed Stadium on Dates not Selected by SPF. The County shall have the exclusive and unrestricted right to use the Domed Stadium or permit the use of the Domed Stadium by others for any purpose on any dates not selected by SPF pursuant to this Article or

reserved to SPF under Articles Three and Four.

11.5. Rental. In the event that SPF in any year exercises its option pursuant to this Article, it shall pay, during the first five (5) years of the term hereof, a rental for each date selected equal to \$225 plus the actual costs to the County of any utilities or personnel provided by the County on such dates at the request of SPF. The rental payable pursuant to this paragraph shall be increased to \$275 during the second five (5) years of the term hereof and shall increase an additional \$50 during each additional five-year period.

ARTICLE TWELVE

Lease of Home Locker Room and Parking Spaces

12.1. Leased Premises. Throughout the term of this Agreement, SPF shall have the exclusive right to use the home locker room as specified in the blueprints supplied to SPF and no less than 50 parking spaces at the Domed Stadium, said spaces to be in addition to any spaces rented pursuant to paragraph 3.3.

12.2. Rental. SPF shall pay an annual rental of \$6,000 for the home locker room described in paragraph 12.1 and a rental of \$15 per month for each parking space described in paragraph 12.1.

ARTICLE THIRTEEN

Miscellaneous

13.1. Enforcement of this Agreement. It is recognized that the obligations of the parties to this Agreement are unique in nature and that it may be specifically or mandatorily enforced by either party.

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

13.3. NFL Rules and Regulations. The activities of

SPF in owning and playing a professional football team in the NFL and in matters related to such activities and the obligations of the Seattle NFL team under this Agreement are subject to the Constitution, By-Laws and Rules and Regulations of the NFL; provided, however, that none of such Constitution, By-Laws, Rules and Regulations shall relieve SPF of its obligation to play its Home Games in the Domed Stadium in accordance with this Agreement.

13.4. Warranties, Special Covenants. SPF hereby warrants to, and specially covenant and agree with, the County as follows, to wit:

a. that SPF is the owner and holder of a commitment from the NFL to issue to SPF a valid, outstanding and effective Franchise of the National Football League which permits and authorizes SPF to operate a professional football team in the Domed Stadium;

b. that no rule, policy, constitution or by-law (or any provision of any thereof) of the National Football League in any manner or respect prohibits, limits or in any manner affects the right or power of SPF to enter into, accept or perform each and every one of the terms, commitments and provisions of this Agreement, except that the same is required to be approved by the Commissioner of the National Football League as provided elsewhere herein;

c. that none of the partners in SPF are directly or indirectly a party, or parties, to any contract, agreement, commitment or understanding of any nature or kind with any other party or parties, the terms of which prohibit, limit, restrict or affect the right and power of SPF to enter into, execute and perform its obligations under this Agreement to the full extent hereof;

13.5. More Favorable Terms. In the event that the County enters into any agreements or any amendments thereto providing for the use of the Domed Stadium by a major league baseball team (hereinafter such agreements or amendments shall be referred to as "Additional Professional Sports Agreements"), SPF shall have the right to renegotiate this Agreement on terms substantially comparable to the terms of any such Additional Professional Sports Agreement insofar as such terms relate to:

- (i) office space in the Domed Stadium;
- (ii) storage space in the Domed Stadium;
- (iii) parking space at the Domed Stadium;
- (iv) any Stadium Club;
- (v) the press box and lounge;
- (vi) locker rooms, except construction, or
- (vii) insurance;

The County agrees that immediately upon the execution of any Additional Professional Sports Agreement the County shall deliver a true copy thereof to SPF. If SPF elects to renegotiate this Agreement pursuant to this section, it shall give notice of its intent in writing to the County Executive within 60 days after the receipt of SPF of a true copy of the Additional Professional Sports Agreement.

13.6. Notices. Any notice or communication hereunder must be in writing, and may be given by registered or certified mail and, if given by registered or certified mail, same shall be deemed to have been given and received when a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and if given otherwise than by registered 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:

County Executive
King County, Washington
Seattle, Washington 98104

and

Stadium Director
King County Domed Stadium
Seattle, Washington

If to Seattle Professional Football:

Seattle Professional Football
Suite 901
1200 Westlake N.
Seattle, Washington 98109

Any 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.

13.7. (a) This Agreement shall be subject to force majeure (hereafter "force"), including, but not limited to fire, accidents, riots, civil disturbances, war, government regulations and other causes beyond the control of either party whereby the fulfillment of this Agreement may be made impossible. In such event, the County and SPF shall each have the right to terminate this Agreement if the following termination criteria exist:

(b) Termination Criteria:

Termination of the respective obligations under this Agreement shall not be automatic by reason of any "force", but instead shall be cause to review the respective obligations if the number of useable seats within the Domed Stadium is reduced by more than 5%. If it is determined that the above criteria exist and that SPF is prevented by such "force" from exhibiting professional football in the Stadium or from carrying out the National Football League schedule in any football season during this Agreement, SPF, without payment of rental under the terms of

this Agreement, may exhibit professional football elsewhere without such exhibition being an act of default under this Agreement for the period of time that the Stadium is damaged.

(c) Termination of Agreement. If the premises are damaged or destroyed by any "force" which is then covered by insurance, the County shall proceed with due diligence to apply the proceeds of such insurance to rebuild or restore the damaged area in order to render the same usable under the terms of this Agreement as soon as is practicable. If any "force" causes damage or destruction which is not then fully covered by insurance, the County may, at its option, elect to rebuild or restore the damaged area from any funds available to it. In the event that the damaged area is not fully covered by insurance and the County elects not to rebuild or restore the damaged area, the County shall give SPF written notice to that effect within 60 days after the occurrence of the "force" at which time either party shall have the right to terminate this Agreement by written notice to the other party.

13.8. This Agreement is expressly subject to the written approval of the Commissioner of the NFL, and this Agreement shall become a binding agreement when signed by the County and SPF and approved by the Commissioner of the NFL, and until then shall have no force or effect.

13.9. SPF agrees that any sale or assignment of the Franchise of SPF in the NFL or any transfer of SPF or any other reorganization or changes in SPF will be strictly subject to the provisions of this Agreement.

13.10. Nondiscrimination. SPF agrees to comply with all Federal, State and County laws regarding nondiscrimination and specifically agrees not to discriminate against any employee

or applicant for employment because of race, color, religion, creed, sex, or national origin.

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

13.12. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

ATTEST:

KING COUNTY, WASHINGTON

By _____

John Spellman
County Executive

SEATTLE PROFESSIONAL FOOTBALL

By _____

Herman Sarkowsky
Managing Partner

APPROVED on behalf of the
National Football League
as of the date hereof:

Commissioner
National Football League

ORDINANCE NO. 2591

1
2 AN ORDINANCE relating to the operation of the
3 Public Safety Division, amending the 1976
4 budget, Ordinance No. 2544, Section 28.

4 PREAMBLE:

5 WHEREAS, Ordinance 2544, the 1976 budget ordinance, was
6 passed with a provision in Section 28 which established a
7 restriction on the expenditure of funds; and

8 WHEREAS, the King County Charter Section 160 expressly
9 provides that the Council "...may add provisions restricting the
10 expenditures of certain provisions..."; and

11 WHEREAS, the Executive purported to veto the proviso on the
12 grounds that it was in conflict with the collective bargaining
13 and binding arbitration law of the State of Washington; and

14 WHEREAS, the proviso is still effective because the King
15 County Charter does not give the Executive the power to veto
16 provisos, although it does grant the power to exercise a "partial
17 veto" against an "object of expense" in an appropriation
18 ordinance; and

19 WHEREAS, it is not the intent of the Council to have a
20 proviso in effect which may be in conflict with the collective
21 bargaining law of the state, and since such a conflict may exist
22 because of negotiations pending with uniformed personnel
23 employed by King County;

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

25 SECTION 1. Ordinance No. 2544, Section 28 is hereby amended
26 to read as follows:
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28
29
30
31
32
33