

INTRODUCED BY BILL REAMS
PROPOSED NO. 82-485

ORDINANCE NO. 6145

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

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County Council authorizes the King County Executive to execute the contract amendment attached hereto and by this reference made a part hereof, which amends various provisions, and provides for an additional option to extend the term of the August 5, 1976 Boat Show Rental Agreement between King County and the Northwest Marine Trade Association. The King County Council hereby approves such amendment, pursuant to Ordinance 2556.

INTRODUCED AND READ for the first time this 13th day of September, 1982.

PASSED this 20th day of September, 1982.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairman

ATTEST:

Dorothy M. Owens
DEPUTY Clerk of the Council

APPROVED this _____ day of _____ ~~DEEMED ENACTED WITHOUT~~ 1982.
COUNTY EXECUTIVE'S SIGNATURE.

DATED: 9/30/82

King County Executive

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THIS AGREEMENT, made and entered into this 20th day of September, 1982, amends the August 5, 1976 Rental Agreement between King County, Washington, a duly incorporated municipal corporation of the State of Washington (hereinafter "County") and the Northwest Marine Trade Association (hereinafter "Tenant"), located at Suite 233, Mariner Square, 1900 North Northlake Way, Seattle, Washington 98103.

W I T N E S S E T H:

Recitals

WHEREAS, the Tenant has held annually a consumer boat show in the King County Kingdome (hereinafter "Kingdome") and has exercised its renewal option of the August 5, 1976 Rental Agreement for another five-year period beginning January 1, 1982; and,

WHEREAS, the County and Tenant desire to amend certain terms and conditions of the August 5, 1976 Rental Agreement for the mutual benefit of both parties;

NOW, THEREFORE, the County and Tenant agree to make the following amendments to the August 5, 1976 Rental Agreement:

1. Article Two, Term, is amended to read as follows:

The County hereby agrees to rent to the Tenant the following areas of the Kingdome located at 201 South King Street, in the City of Seattle: the Kingdome, except the parking areas, for a period of fifteen (15) days, commencing at 12:01 AM on the 18th of January, 1977, and ending at 12:00 midnight on the 1st day of February, 1977. The County further agrees to rent the Kingdome, excluding parking areas, to the Tenant for four (4) additional consecutive years on the same or mutually acceptable dates, it being understood that the last two weeks in January are, and will continue to be, the optimum time for scheduling this event. Tenant agrees to utilize the Kingdome for the purpose of presenting a Consumer Industry Trade Show only. The Tenant will cooperate with the County in any given year during the Term of this agreement, including any renewal periods exercised by Tenant, in accommodating the scheduling requirements of the National Football League for playoff and championship games and related activities in January of said year.

2. Article Nine, Light, Heat and Cleanup, is amended to read as follows:

On all Event days, including move-in and move-out days, the County shall furnish and have available at the Kingdome all utilities required by Tenant to present the Event (including, without limitation, electric power and light, heat, airconditioning, and hot and cold water), together with such technical and other personnel as are required to maintain and operate such facilities. Tenant shall reimburse the County for the actual cost of said utilities incurred during Event days. The County will provide general cleanup of aisles, concourse, restrooms and meeting rooms on a daily basis at no additional expense to Tenant.

3. Article Eighteen, Public Address System, is amended to read as follows:

Public Address System and Video Screen

18.1 Public Address System.

The Tenant shall have the right to use the public address and sound system permanently installed in the Kingdome.

18.2 Video Screen.

- A. Tenant Use. At Tenant's option, the Kingdome Video Screen shall be made available for Tenant's use during the Event. The Tenant shall have the right to display on the Video Screen Event-related information, public service messages, and Event sponsor identification (name only); provided, that no commercial advertising, including advertising by Event sponsors, of any kind or nature shall be displayed by the Tenant at any time. If the Tenant elects to use the Video Screen, the Tenant shall reimburse the County for the operating costs associated with said use.
- B. County Use. It is understood by the County and Tenant that the County, or its designee, is selling commercial advertising on the Kingdome Video Screen and that the revenue generated therefrom is committed to amortize the capital and operating costs of said Video Screen. The County, or its designee, shall, therefore, have the exclusive right to sell and display up to nine (9) minutes of commercial advertising on the Video Screen

during each Event day. The Tenant and County shall determine jointly the timing of the display of such commercial advertising during each Event day; provided, that such advertising time shall be fairly distributed throughout the Event. The County, or its designee, shall consult with the Tenant relative to advertising content and shall not display any commercial advertising not approved by the Tenant; provided, the Tenant shall not unreasonably withhold approval. If the Tenant elects not to use the Video Screen as specified in Paragraph 18.2.A., the County, or its designee, shall be responsible for the operating costs incurred to display the commercial advertising time during the Event.

4. Article Thirty, Miscellaneous Provisions, is amended to read as follows:


- A. The County will provide astroturf removal, movement of portable seating, locker room, if necessary, press lounge, fifty (50) parking stalls, limited office space, if available, general aisle cleanup (not inside booths) at no cost to the Tenant.
- B. Subject to Tenant's obligation to reimburse the County for actual utility costs, the County shall provide, at its cost, electrical outlets in the Kingdome floor trenches for distribution of electrical power by Tenant to exhibit booths.

5. Article Thirty-Two, Option to Renew, is amended to read as follows:

If Tenant has fully complied with all the terms and conditions hereof during the full period specified in Article Two, then, upon expiration of said term, Tenant shall have the option to renew this agreement on the same terms and conditions for an additional five (5) year period; provided, that if the option is exercised and Tenant has fully complied with all the terms and conditions hereof during said extension of the Terms, then, upon expiration of the first extension, Tenant shall have a second option to renew this agreement on the same terms and conditions for an additional five (5) year period. Said options shall be exercisable by Tenant giving County written notice of its intention to renew not more than sixty (60) days following the last Event day of the initial term or first five (5) year extension, as applicable.


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

KING COUNTY

By 

RANDY REVELLE
King County Executive


NORTHWEST MARINE TRADE ASSOCIATION

By 

LOUIS V. LARSEN
Executive Vice President

APPROVED AS TO FORM & LEGALITY:

KING COUNTY PROSECUTING ATTORNEY

By 

RICHARD W. ELLIOTT
Deputy Prosecuting Attorney