

October 1, 1997

Introduced By:

CHRISTOPHER VANCE

clerk 10/11/97

Proposed No.:

97-610

ORDINANCE NO. **12897**

1
2 AN ORDINANCE relating to an Agreement between King
3 County and the Puget Sound Auto Dealers Association, d.b.a.,
4 Seattle Auto Show, for use of the King County Domed Stadium,
5 and authorizing the King County Executive to execute said
6 Agreement.
7

8 PREAMBLE:

9 King County is the owner of the King County Domed Stadium which is suitable for
10 the presentation of a Seattle Auto Show. The Puget Sound Auto Dealers Association
11 has successfully produced and promoted an International Auto Show in the Domed
12 Stadium in past years and desires to use the Domed Stadium for that purpose in 1997,
13 1998 and 1999. King County and the Puget sound Auto Dealers Association have
14 negotiated an Agreement for use of the King County Domed Stadium at such rental
15 rates, terms and conditions which adequately protect the public interest and reasonably
16 reflect existing market conditions.

17 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

18 SECTION 1. The King County Executive is hereby authorized to execute an
19 Agreement between King County and the Puget Sound Auto Dealers Association d.b.a.,

12897

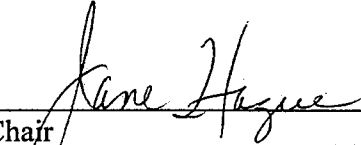
1 Seattle International Auto Show, in substantially the same form as the attached Agreement.

2 INTRODUCED AND READ for the first time this 13th day of

3 October, 1997.

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

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

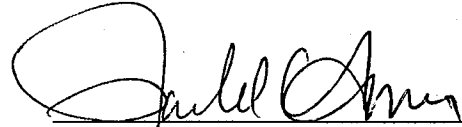
7 
8 Chair

9 ATTEST:

10 

11 Clerk of the Council

12 APPROVED this 28 day of October, 1997.

13 
14 King County Executive
15

16 Attachments:

SEATTLE INTERNATIONAL AUTO SHOW AGREEMENT

THIS AGREEMENT, made and entered into by and between King County, Washington, a duly incorporated municipal corporation of the State of Washington (hereinafter "County") and Puget Sound Auto Dealers Association, d.b.a. Seattle International Auto Show, (hereinafter "Tenant"), located at 16101 Greenwood Avenue North, Building 2700, Seattle, Washington, 98133.

WITNESSETH:Recitals

WHEREAS, the County is the owner and operator of the King County Domed Stadium and Pavilion in Seattle, Washington, and
 WHEREAS, Tenant and County desire to enter into an agreement specifying the terms and conditions under which Tenant will use the Domed Stadium and Pavilion for presentation of a consumer show, The Seattle International Auto Show and all related activities as defined in Attachment A.
 NOW, THEREFORE, for and in consideration of the mutual 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 that outlines specific terms and conditions for each year of the Term, mutually agreed upon by Tenant and County.

1.2 Attachment A refers to an attachment provided by the Tenant and subject to the approval of the County which details all event activities that will occur during each year of the Term of the Agreement.

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

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

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 means the Seattle International Auto Show and its related activities as specified in Article Two herein.

1.9 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 term of this Agreement.

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

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

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

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

1.14 Tenant means the Seattle International Auto Show.

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

1.16 Use Days means those days during the Term designated for presentation of the Event including Move-in/out Days and Event Days.

ARTICLE TWO

Scope

2.1 Scope of Event. The Event shall be a consumer trade show and shall include all the related activities defined in Attachment A which shall be provided by the Tenant to the County for approval prior to the signing of the Letter of Agreement each year of the Term. It is understood by Tenant that the Event shall include only the activities outlined in Attachment A, and any changes to the Event activities as defined must receive the prior written approval of the County.

2.2 Scope of Use. The Tenant shall use the following areas for the purpose of event exhibit areas: Arena floor, 100 level concourse, and Pavilion.

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

ARTICLE THREE

Term

3.1 Term. This Agreement shall be for the years 1997, 1998, 1999, beginning and ending on the Use Days specified in the Letter of Agreement referenced in paragraph 3.2.

3.2 Use Days. To be mutually negotiated for each year of the Term of the Agreement, and stipulated, in the Letter of Agreement, for nine (9) consecutive days, to be scheduled between the last week of October and the second full week of November for each contract year. The scheduling of Use Days shall be secondary to the home game schedule of the Seattle Seahawks Professional Football Team. The Letter of Agreement shall specifically denote Use Days as either Event Days or Move-in/Move-out Days.

ARTICLE FOUR

Payment

4.1 Amount of Payment.

(a) Domed Stadium Rental. In consideration for the license to use the Domed Stadium as provided in this Agreement, the Tenant shall pay the County a minimum use payment of Eight Thousand dollars (\$8,000) per Event Day, or fifteen percent (15%) of Ticket Sales Proceeds per each Event Day, whichever is greater, and Four Thousand dollars (\$4,000) per day for each Move-in and Move-out Day. Beginning the second contract year, 1998 and every year during the Term of this Agreement thereafter, the minimum Use Payment for Event Days and Move-in/out Days shall be increased or decreased by the percentage increase or decrease in the United States Bureau of Labor Statistics All Urban Consumer Price Index for the Seattle Metropolitan Area for the July to June time period preceding the contract year in question

provided said increase or decrease shall not exceed five percent (5%) per contract year. If said price index is discontinued, a comparable federal price index shall be substituted upon mutual agreement of County and Tenant.

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

(c) Other Services. In addition, the Tenant shall reimburse the County for the actual cost of the services and/or supplies provided by the County pursuant to Articles 9, 11, and 17, (Staffing, Additional Services, Video Screen, and Utilities).

4.2 Time of Payments.

(a) Payments for Use Rental and Additional Services. The Tenant shall pay to the County the use payments stipulated in Paragraph 4.1 (a) and (b) and the additional services cost stipulated in Paragraph 4.1 (c) within five (5) working days of receipt of the Event Settlement Analysis Statement from the County which shall be transmitted to the Tenant after the last Use Day of the Term. 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 County has been granted for payment extension.

(b) Security Deposit. The Tenant shall pay the County the sum of Eight Thousand dollars (\$8,000) by certified check no less than ninety (90) days prior to the first Use Day of each year of the Term, to be held by the County as a security deposit on the Tenant's performance under this Agreement. If the Tenant fully complies with all the terms and conditions of this Agreement, but not otherwise, said sum so paid shall be credited toward the Tenant's final payment of consideration as provided in Paragraph 4.1.

ARTICLE FIVE

Concession, Novelty, and Parking Revenues

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

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

5.3 Concession/Novelty Space. The Tenant shall provide adequate space on the arena floor and Pavilion to the County for the purpose of sale of concessions, souvenirs, novelties, and programs. Location of said space will be subject to the prior approval of the Stadium Director.

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

ARTICLE SIXInsurance

6.1 Liability. The Tenant shall procure and maintain for the duration of the Event 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).

Automobile Liability. 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, and 9.

The insurance limits shall be no less than Five Million dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage. Automobile Liability shall be no less than One Million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

The required insurance policy is to be endorsed to:

(a) Name King County as an additional insured with respect to use of the Domed Stadium as outlined in this Agreement;
 (b) Be primary insurance as respects King County;
 (c) State that the Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability;

(d) State that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after forty five (45) days prior written notice to King County.

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

A Certificate of Insurance and required policy endorsements shall be provided to King County on or before thirty (30) days prior to the first Use Day of the Event for each year of the Agreement.

ARTICLE SEVENHold Harmless

7.1 Hold Harmless. Tenant expressly agrees to protect, defend, indemnify and hold harmless King County, its elected and appointed officials, employees, and agents from and against liability for any claims (including all demands, suits, and judgments) for damages arising out of injury to persons or damage to any property where such injury or damage is caused by, arises out of, or is incident to the scope of activities under this Agreement. Tenant's obligations under this section shall include:

(a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or Tenant, or the concurrent negligence of both parties.

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

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

(d) Waiver of Tenant's immunity under the industrial insurance provisions of Title 51 RCW, as respects King County only, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County 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 Tenant.

ARTICLE EIGHT

Risk and Security

8.1 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 NINE

Stadium Personnel and Services

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

9.2 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.

ARTICLE TEN

Staging, Lighting, Sound

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

10.2 Sound Equipment. The Tenant shall have the right to use the public address 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, which the Tenant may desire or require for the presentation of the Event during the Term.

10.3 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 ELEVEN

12897

Domed Stadium Video Screen

11.1 Tenant Use. At the Tenant's option, the Domed Stadium Video Screen shall be made available for Tenant's use during the Event. The Tenant shall have the right to display on the Domed Stadium Video Screen, Event-related information, public service messages, and Event sponsor identification (name only in non-distinct lettering); PROVIDED, that no commercial advertising, including by sponsors of the Event, of any kind or nature, shall be displayed by the Tenant without prior approval from the Stadium Director.

11.2 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 Tenants' use of said Video Screen.

11.3 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.

11.4 County Costs. If the Tenant elects not to use the Domed Stadium Video Screen as specified in Paragraph 11.1 the County or its designee shall be responsible for the operating costs incurred to display the commercial advertising pursuant to Paragraph 11.3 during the Event.

11.5 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 TWELVE

Kingdome Executive Suite

12.1 Kingdome Executive Suite Use. Upon timely request, and subject to availability 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 each contract year.

ARTICLE THIRTEEN

Copyrighted Material

13.1 Copyrighted Usage. The Tenant agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Domed Stadium and Pavilion during the Term of the Tenant's lease complies with United States and any other applicable copyright law.

13.2 Indemnification. The Tenant agrees to indemnify and defend at its own expense King County, its officials, agents and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use of copyrighted materials on the Domed Stadium Premises during the Term of this Agreement.

ARTICLE FOURTEEN

Advertising

14.1 Rights. It is understood by the Tenant that there is commercial advertising at 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.
 - Advertising in Event programs, on Event tickets, or in other similar Event materials.
 - Identification and acknowledgment of Event sponsor(s) over the Domed Stadium Video Screen if the Tenant elects to use said Video Screen as provided in Paragraph 11.1.
 - If the Event is broadcast, the broadcast station can display one (1) temporary identification banner. The type, location, installation, and removal of banner must receive prior County approval.
 - Event sponsor identification (including banners, temporary panels, and other types of promotional items and displays) and visual acknowledgment. The type, location, installation, and removal of Event sponsor identification must receive prior approval from the Stadium Director.
 - Notwithstanding any other provision of this Section 14.1, 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 any tobacco products, including any product containing tobacco, the prepared leaves of plants of the nicotiniana family, including, but not limited to cigarettes, loose tobacco, cigars, snuff, chewing tobacco, or any other preparation of tobacco. Tenant further agrees that any violation of this paragraph by it or its Event sponsors or exhibitors shall be a material breach of its contractual obligations to the County pursuant to this Agreement.
- No exceptions to the above methods of promotion and commercial advertising shall be permitted during the Term without prior approval of the Stadium Director. The Tenant shall be responsible for communicating the terms of this Article to the Event sponsors and exhibitors and for full compliance with the restrictions stated herein.

ARTICLE FIFTEEN

Tenant Property

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

ARTICLE SIXTEEN

Exhibit Restrictions

16.1 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 SEVENTEEN

Utilities

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

17.2 Utility Reimbursement. The Tenant will reimburse the County for the actual cost of the utilities and waste disposal used during the Term of the Agreement on Event Days only.

ARTICLE EIGHTEEN

Ticket and Credential Program

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

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

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

ARTICLE NINETEEN

Parking

19.1 Tenant Parking on Use Day. The Tenant shall have the right to use, without charge, fifty (50) 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.

19.2 Public Parking on Event Days. The Kingdome parking lots will be available for public parking on all Event Days in accordance with applicable County ordinances and City of Seattle permits. 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

Successors and Assigns

20.1 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 prior written approval of the County, which shall not be unreasonably withheld.

ARTICLE TWENTY ONE

Right Of Transfer

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

ARTICLE TWENTY TWO

Demolition or Major Renovation

22.1 Demolition or Major Renovation. 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

22.2 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 of the dates specified in paragraph 22.1 or 22.2, 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 THREE

Miscellaneous

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

23.2 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.

23.3 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.

23.4 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, unavoidable casualty, or similar causes beyond the control of the County, in which case the security deposit paid under Article Four shall be refunded in full.

23.5 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.

23.6 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 Mail, properly addressed, with postage prepaid. If given otherwise than by registered or certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices or communications shall be given to the parties hereto at their following addresses:

If the County:

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

If to the Tenant:

Jim Hammond,
Executive Director
Seattle International Auto Show
16101 Greenwood Ave. North
Building 2700
Seattle, WA 98133
(206) 542-3551

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.

23.7 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.

23.8 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.

23.9 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.

23.10 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.

23.11 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.

23.12 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.

23.13 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.

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

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

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

23.17 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).

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

23.19 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.

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

KING COUNTY

SEATTLE INTERNATIONAL AUTO SHOW

By _____
Vern Wagner, Director
Department of Stadium Administration

By 
Jim Hammond, Executive Director

APPROVED AS TO FORM:
KING COUNTY PROSECUTING ATTORNEY

By 
Deputy Prosecuting Attorney

By _____
King County Executive

Date _____