

**BUMBERSHOOT LICENSE AND FESTIVAL AGREEMENT**  
**BETWEEN**  
**THE CITY OF SEATTLE AND NEW RISING SUN**

This Bumbershoot License and Festival Agreement (“Agreement”) is entered into by and between THE CITY OF SEATTLE, a Washington municipal corporation (the “City”), acting through the Seattle Center Department and its Director, and NEW RISING SUN, a social purpose corporation organized under the laws of the State of Washington (“NRS”). The City and NRS are referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

**RECITALS**

- A) The Seattle Center is a City of Seattle department, with the purpose to create exceptional events, experiences, and environments that delight and inspire the human spirit to build stronger communities.
- B) As part of its mission, Seattle Center has been home to the City’s annual arts festival known as Bumbershoot since the Festival’s inception. The City owns the Bumbershoot trademark and for most of the festival’s history, has collaborated with a producing partner to make the annual festival possible.
- C) The City, desiring to ensure the continuity of the historic Bumbershoot Festival, issued a “Request for Proposals for the Future of Bumbershoot 2022 and Beyond,” (the “RFP”) on September 2, 2021, which asked proposers to reimagine and reinvigorate Bumbershoot Arts & Culture Festival.
- D) In response to the RFP, NRS submitted to the City a Proposal for the Rights to Produce and Further Develop Bumbershoot Arts and Music Festival Brand.
- E) Following a lengthy review process, NRS was selected as the successful proposer based upon the manner in which its proposal and vision for the Festival met the “Objectives for the New Vision of Bumbershoot” and “Bumbershoot Essential Characteristics,” detailed by The City in the RFP.
- F) The City intends to create a sustainable future for Bumbershoot that maintains and embraces the Festival’s role as a major arts event in the City in 2023 and beyond.
- G) The purpose of this Agreement is to describe the terms and conditions under which NRS will produce the Bumbershoot Festival and related events, a license of the City’s trademark, and the terms for use of Seattle Center facilities.

IN CONSIDERATION of the covenants, conditions, promises and performances detailed herein, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

## ARTICLE I - DEFINITIONS

“Adjusted Admission Ticket Receipts” means Gross Admission Ticket Receipts less the following: (i) any tax or fee imposed by a governmental agency on admission or tickets sold; (ii) ticket transaction and services fees applied by a ticketing service provider and not retained by NRS; (iii) Seattle Center Costs reimbursed by NRS under Section 7.2; and (iv) complimentary tickets or tickets provided in exchange for membership fees, gifts, donations, or multi-year passes and that are outlined in the Director-approved Ticket Plan in a total amount that may not exceed (a) 15% of the total number of all admissions to the Festival in the first two Contract Years and (b) 10% of the total number of all admissions to the Festival in the remaining Contract Years.

“Admission Ticket Report” is defined in Section 6.7.

“Bumbershoot Domain Name” or “Domain Name” means the domain name bumbershoot.com.

“Bumbershoot Essential Characteristics” is defined in Section 4.1.

“Bumbershoot Events” means arts, musical, theatrical, artistic, literary events, or other events approved by the City, and educational, training, and workforce development services, all of which are consistent with the Bumbershoot Essential Characteristics but occur outside the annual Festival dates, whether on Seattle Center campus or at different locations.

“Bumbershoot Festival” or “Festival” means the annual arts and entertainment festival featuring musical, theatrical, artistic, and literary entertainment and events produced under the Bumbershoot Mark and brand and traditionally taking place at Seattle Center over Labor Day weekend, or at other locations and times approved by the City.

“Bumbershoot Mark” means the trademark BUMBERSHOOT (whether in typed, stylized, or logo form) associated with (a) arts, musical, theatrical, artistic, and literary events and the activities offered therein, (b) arranging and conducting arts, musical, theatrical, artistic, and literary events, and the activities offered therein, and (c) other goods/services as authorized pursuant to this Agreement, and also means the BUMBERSHOOT mark in typed form registered with the United States Patent and Trademark Office (Registration No. 1560198) for entertainment services, namely arranging and conducting an annual arts festival featuring musical, theatrical, artistic and literary events.

“Common Areas” is defined in Section 5.4.

“Contract Year” means each single calendar year during the Term, provided that the first “Contract Year” shall be a partial calendar year beginning on the Effective Date and ending December 31, 2023.

“Director” means the Director of the Seattle Center or the Director’s designee, provided that for purposes of Article IX Dispute Resolution, the “Director” shall not mean a designee.

“Effective Date” means the date when this Agreement is signed by an authorized representative of each party following an authorizing ordinance of Seattle City Council.

“Event Order” means the written order detailing all Festival-related services to be provided to NRS by Seattle Center Department.

“Festival Percentage Fee” means an annual fee equal to ten percent (10%) of the annual Adjusted Admission Ticket Receipts.

“Gross Admission Ticket Receipts” means all revenue of any kind received from the sale of tickets for admission to the annual Festival, whether received by cash, barter, credit, exchange, or any other method of payment and regardless of where the ticket is sold or through what medium the sale occurred. If any ticket or right of admission is sold as part of a membership or program, a multi-year package, or a bundled sales transaction of any kind, the parties will mutually establish a value attributable to the ticket for purposes of determining Gross Admission Ticket Receipts per Contract Year.

“License” is defined in Section 3.2.

“Marks” means the Bumbershoot Mark, as well as BUMBER and BUMBER-formative marks associated with (a) arts, musical, theatrical, artistic, and literary events, and the activities offered therein, (b) arranging and conducting arts, musical, theatrical, artistic, entertainment, and literary events, and the activities offered therein, (c) educational, training, and workforce development services, and (d) other goods/services as authorized pursuant to this Agreement.

“Premises” means those portions of Seattle Center facilities and grounds that are approved and made available for NRS’s use under this Agreement as more specifically described in Article V.

“Premises Use Right” is defined in Section 5.1.

“Seattle Center Costs” are defined in Section 7.2.

“Seattle Center Logo” means the City’s logo identifying Seattle Center as existing as of the Effective Date or as altered by the City from time to time.

“Ticket Plan” means a written plan submitted by NRS and approved by the Director as further described in Section 4.3 for multi-year memberships, programs, and ticket types associated with the Festival, including a description of the types of ticket options that will be sold and the estimated quantity at each price point.

## **ARTICLE II – EFFECTIVE DATE; TERM OF AGREEMENT**

### **2.1 Initial Term**

This Agreement shall be for an initial term (“Initial Term”) beginning on the Effective Date and ending on December 31, 2032, unless extended under Section 2.2 (the “Extended Term”) or terminated earlier under the provisions of this Agreement. All references to the “Term” in this Agreement shall include the Initial Term and the Extended Term, if any.

### **2.2 Option to Extend**

NRS shall have the option to extend the Initial Term for an additional five (5) years, conditioned upon the following:

2.2.a) At the time for exercising the option and through the expiration of the Initial Term, there is no NRS Default based on a failure by NRS to maintain the Bumbershoot Essential Characteristics, *provided however*, that in no event shall (i) an NRS Default that is waived by the City; or (ii) any alleged default that remains subject to cure by NRS; or (iii) any alleged default over which there remains bona fide dispute being addressed through the dispute resolution process under Article XIV serve as a basis for the City to reject NRS's option to extend under this Section 2.2.a.

2.2.b) NRS employs industry best practices to ensure an event that is safe for all stakeholders including guests, staff, artists, and contractors designed to ensure compliance with its safety-related obligations under this Agreement, as reasonably determined by the City.

2.2.c) At the time for exercising the option and through the expiration of the Initial Term NRS has met its financial obligations (i) to the City under this Agreement, and (ii) with its contracted partners providing Festival services or any use of City property under this Agreement.

### **2.3 Exercise of Option**

In order to exercise its option to extend, NRS must notify the City in writing as provided in Section 17.1 no sooner than January 1, 2030, but no later than November 1, 2030. Following receipt of the final Festival report for 2029, if the City believes that NRS has failed to meet any of the conditions under Section 2.2(b) or 2.2(c), the City will provide prompt written notice to NRS, which notice will include a detailed description of such failures. If the City objects to NRS's right to extend based upon NRS's failure to meet any of the conditions under Section 2.2, the City will provide NRS with written objection, including a description of the failures, within 30 days of receipt of NRS's notice exercising its option. If NRS objects to the City's determination, the dispute resolution provisions under Article XIV shall apply. The option shall automatically expire and the City shall be free to engage any other party to produce the Festival in any of the following circumstances: (i) if the Agreement is terminated, or (ii) if NRS does not provide the notice in the time required by this section (unless extended by mutual written agreement of the parties), or (iii) failure of one of more of the conditions in Section 2.2.

## **ARTICLE III – BUMBERSHOOT TRADEMARK LICENSE, SEATTLE CITY LOGO, AND DOMAIN NAME**

### **3.1 City's Ownership of the Marks**

The City owns the Marks, and the City has not granted to any third party any license or other right that conflicts with the License (as defined in Section 3.2 below).

### **3.2 Grant of Limited License to NRS**

The City hereby grants to NRS an exclusive license to (a) use, reproduce and display the Marks, and related designs, stylization, and/or logos solely as preapproved in writing or provided by the City, and (b) use the Bumbershoot Domain Name ("License"), in all instances solely for the

“Authorized Purposes” which are: (i) producing, advertising, marketing, and promoting, through all available platforms and channels, the annual Bumbershoot Festival; (ii) producing, advertising, marketing, and promoting, through all available platforms and channels, Bumbershoot Events that have been approved by the City in writing; (iii) subject to the prior written approval of the Director, not to be unreasonably withheld, third-party co-marketing through all available platforms and channels of (y) the annual Bumbershoot Festival and (z) Bumbershoot Events that have been approved by the City in writing; and (iv) the promotion, sale, and distribution of goods, services, and products through all available platforms and channels that (y) have been approved by the City in writing and (z) are associated with the annual Bumbershoot Festival or Bumbershoot Events, whether sold at and during the annual Bumbershoot Festival, at Bumbershoot Events, or at other times and locations or means, including on-line sales and sales through third-parties. Neither the Marks nor the Bumbershoot Domain Name shall be used by NRS on any other goods or services without the express written consent of the City. Without limiting obligations provided elsewhere in the Agreement (e.g., Section 9.D), NRS shall provide the City with representative examples of all literature, advertising, website content, goods, and products containing or bearing the Marks for the City to review and approve; once an item has been provided to the City, NRS does not need to provide the item to the City again for review unless a new version with material changes is created. NRS will obtain the Director’s prior written approval, not to be unreasonably withheld, of any third-party co-marketing using the Marks.

The License includes the right to use the mark BUMBER and to combine “Bumber” with another word, provided that (i) NRS shall obtain the City’s prior written permission for all uses of BUMBER or “Bumber” combined with any other word and (ii) the uses shall be limited to Authorized Purposes and shall be consistent with the Bumbershoot Essential Characteristics. Except to the limited extent permitted in this paragraph, NRS shall not alter the nature or design of the Marks in any way and shall not use the Marks in the creation of a composite mark or associate it with another mark used by NRS unless prior written consent is obtained from the City (or as provided in Section 3.8).

### **3.3 Limited License Conditions**

The License to use the Marks is at all times conditioned upon the limitations of this Agreement and compliance with its terms and conditions. The use of the Marks shall be consistent with the Bumbershoot Essential Characteristics. NRS shall not use the Marks for any Excluded Use (as defined below) or as part of NRS’s corporate name and shall at all times retain a name under which NRS does business that is not confusingly similar to the Marks. NRS may not offer any Bumbershoot Events that have not been first approved by the City in writing.

### **3.4 Approved Sublicensing of the Marks and Domain Name**

NRS may sublicense the License granted in Section 3.2, as well as the use of the Seattle Center Logo as provided in Article IX, to Third Stone (“TS”), a nonprofit corporation organized under the laws of the State of Washington, whose mission is to foster an energized, inclusive and sustainable Pacific Northwest arts economy through youth education, festival experience, artistic spectacle, and community-driven programming; NRS may not grant any other sublicenses without

the prior written consent of the City. Any sublicense granted by NRS to third parties shall be (i) limited to Authorized Purposes and consistent with the Bumbershoot Essential Characteristics, (ii) subordinate and subject to this Agreement, including all restrictions and conditions, at all times, and (iii) shall not relieve NRS of any obligations under this Agreement, and NRS shall be liable for any breach of its obligations under this Agreement by a sublicensee. NRS shall ensure that all sublicenses are in writing and include the sublicensee's express acknowledgement that the sublicensed rights are subordinate and subject to this Agreement, including all restrictions and conditions. Any attempted sublicense of the Marks, the Domain Name, or the Seattle Center Logo by NRS in violation of this Section 3.4 shall be a material breach of the Agreement and sufficient cause of the City to terminate this Agreement in the City's discretion in accordance with Section 15.1(vii) subject to the dispute resolution provisions under Article XIV.

### **3.5 Personal License; No Assignments**

Except for NRS's right to enter sublicensing agreements to the limited extent permitted in Section 3.4, the License and the associated rights under this Agreement are personal to NRS. Accordingly, the License shall not be assignable or transferable in whole or in part, whether on a voluntary basis, in bankruptcy, or otherwise, except in accordance with Section 16.1.

### **3.6 Quality Control of Mark**

The goods and services that NRS associates with the Marks shall be of a high quality, and at a level reasonably specified by and reasonably satisfactory to the City. NRS will permit representatives of the City to review or examine the goods and services that NRS associates with the Marks at all reasonable times on prior written notice. NRS shall at all times comply with all quality control standards specified by the City (including in this Agreement) with respect to activities, services, merchandising, and events using the Marks. NRS shall ensure that all uses of the Marks are consistent with the Bumbershoot Essential Characteristics. The Marks shall always be identified as a trademark by use of the TM symbol or an ® symbol as a subscript or superscript associated with the Marks (as instructed by the City) at least once in connection with each publication of the Marks. The Marks shall further be used only in conformance with the guidelines set forth in Appendix A.

### **3.7 Acknowledgement of the City's Right to the Marks, Domain Name and Seattle Center Logo**

This Agreement does not sell, or transfer any ownership rights to the Marks, Domain Name, or the Seattle Center Logo, and by executing this Agreement, NRS acknowledges that the City owns all right, title and interest in and to the Marks, the Domain Name, and the Seattle Center Logo, and that NRS does not obtain any ownership of any right, title or interest in or to the Marks, Domain Name or the Seattle Center Logo by virtue of this Agreement or otherwise. All goodwill associated with the use of the Marks and the Seattle Center Logo by NRS and any sublicensed parties shall not create in NRS's (or any sublicensee's) favor any right, title, or interest in the Marks or the Seattle Center Logo but rather all uses of the Marks and the Seattle Center Logo shall inure to the benefit of the City, and NRS hereby disclaims all rights to such goodwill. NRS shall not register the Marks or the Seattle Center Logo, or the B Logo, register or use anything

confusingly similar thereto, as a trademark or service mark or domain name, or at any time do anything to impair the City's ownership of the Marks and the Seattle Center Logo. All rights in the Marks and the Seattle Center Logo not expressly granted herein are reserved to the City. Upon termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Marks, the Seattle Center Logo, and the Domain Name in any way.

### **3.8 Acknowledgment of NRS's Right to the B Logo**

The City acknowledges that NRS caused creation of the B Logo image displayed below and that with the City's permission the B Logo functions as a Bumbershoot trademark. During the Term, NRS shall have the right to modify the design of the B Logo with the Director's prior written approval, which will not be unreasonably withheld.



### **3.9 Use and Sublicensing of the B Logos; License to the City**

NRS agrees that it may only use the B Logo for the Authorized Purposes, consistent with the Bumbershoot Essential Characteristics, and not for any Excluded Uses (defined below). NRS shall cease all use of the B Logo upon expiration or termination of this Agreement. NRS may license its rights to use the B Logo as provided in this Section 3.9 to TS or other licensees for use for the Authorized Purposes, consistent with this section and the Bumbershoot Essential Characteristics, and not for any Excluded Uses (defined below). NRS grants the City a license to use the B Logo on City websites or in City emails referencing the Festival or Bumbershoot Events for non-commercial purposes during the Term. The City shall cease all use of the B Logo upon expiration or termination of this Agreement unless otherwise agreed in writing. The provisions of this Section 3.9 shall survive the expiration or termination of this Agreement.

### **3.10 Cooperation Regarding Enforcement of Mark**

NRS shall promptly notify the City if NRS becomes aware of any infringing, unauthorized, or confusing use of the Marks or the Seattle Center Logo. NRS shall cooperate with the City in any actions the City shall take to enforce the City's rights in the Marks. Additionally, NRS may take any actions with respect to third parties that NRS deems reasonable to enforce NRS's License and NRS's rights under this Agreement; provided, however, that NRS shall provide the City with notice and receive the City's written approval prior to NRS taking any such actions.

### **3.11 Additional Limitations on Uses of the Marks, the Domain Name, and the Seattle Center Logo**

3.11.a) Use of the Marks, the Domain Name, and the Seattle Center Logo must align with the Seattle Center Sponsorship Guidelines included in Exhibit R. Permission to use the Marks, the Domain Name, and the Seattle Center Logo also excludes the following uses (“Excluded Uses”):

- Tobacco and marijuana, and related products
- Firearms
- Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments
- Adult telephone services, adult internet sites and escort services
- Political campaigns or religious organizations
- Organizations who promote any activity or product that is illegal under federal, state or local law
- Any use that would be considered objectionable, insulting, degrading or offensive under contemporary community standards as reasonably determined by the City using good faith discretion.

### **3.12 Bumbershoot Domain Name**

The City is the owner of all right, title, and interest in the Bumbershoot Domain Name and is the registrant of the Bumbershoot Domain Name with NameCheap. The City will, at its sole expense, maintain the Domain Name (including all registrations thereof) in full force and effect.

## **ARTICLE IV –USE OF BUMBERSHOOT MARK**

### **4.1 Essential Character of Bumbershoot Festival**

NRS is obligated to maintain the essential character and artistic and cultural diversity of the Bumbershoot Festival and any approved Bumbershoot Events and continue the Festival’s tradition as an affordable, public event featuring regional, national and international arts and entertainment. NRS’s obligations to provide this essential character programming may not be delegated or assigned, and at all times hereunder shall remain a continuing requirement for production of the Festival and all use of the Marks.

For the purposes of this Agreement, the “Bumbershoot Essential Characteristics” means:

- a “celebration of outstanding popular entertainment, regional acts of artistic quality, and the opportunity to introduce to the broad Seattle public the wide diversity of current, traditional, and new artistic endeavors.”
- focuses on the arts – visual, performing, literary, music, comedy, and film.
- promotes diversity and artistic expression in all programming, striving to find new and emerging artists and art forms that are on the horizon, and to experiment with new works.
- a public event and has a strong tradition of public participation and community involvement, and encourages public participation and community involvement through



opportunities to participate on oversight boards, advisory committees, and juries, and as volunteers, as well as through diverse programming.

- programming is designed to appeal to a broad range of ages, including children, families, teens, and seniors.
- The lineup of events includes significant representation from national, regional, and local performing arts.
- should reflect the cultural diversity of Seattle and the region in both programming and participants, suppliers, and crafts and food concessionaires, which should include both programming and participant, selection panels, advisory committees, and other community efforts.
- an affordable, moderately priced event, with the goal of making the Festival accessible to the largest possible community.

#### **4.2 Use of the Marks and Seattle Center Logo Outside of Festival Dates**

In support of a more sustainable business model for the Bumbershoot Festival, use of the Marks may be extended to Bumbershoot Events outside of core Festival dates whether such Bumbershoot Events take place at Seattle Center or other locations, provided that all associated use of the Marks must be consistent with the Bumbershoot Essential Characteristics. Any use of the Seattle Center Logo or the Marks for Bumbershoot Events must be approved in advance in writing by the Director, in the Director's reasonable, good faith discretion. NRS shall provide the Director with materials showing NRS's proposed use of the Seattle Center Logo or the Marks in connection with (and reasonably in advance of) each proposed Bumbershoot Event such as comedy festivals, film festivals, other arts-oriented festivals, skateboard shows, Arena concerts associated with the Festival or other events consistent with and supportive of the Bumbershoot Essential Characteristics.

#### **4.3 Prices**

4.3.a) Ticketing Administration: The City acknowledges that NRS is responsible for the selection and oversight of ticketing operations for admission to the Festival, along with the discretion to control ticket scaling and ticket prices, consistent with the Bumbershoot Essential Characteristics. This responsibility is conditioned upon NRS complying with the provision of public benefits via ticketing policies contemplated in Section 10.1.

4.3.b) Ticketing Plan: Prior to going on sale with Festival tickets each year, NRS will provide the Director with the proposed Ticket Plan, which will be subject to the Director's Approval prior to sales. The Director shall, within 10 business days following delivery of the proposed Ticket Plan, either (i) approve the proposed Ticket Plan, or (ii) provide NRS with written objection, including the reasons for such objection.

4.3.c) Prohibit Price Gouging: NRS will provide Seattle Center with a list of proposed merchandise and prices by July 1 of each Contract Year. In order to protect the public visiting Seattle Center from price gouging, and to ensure that a variety and diversity of food, beverages, merchandise and entertainment are offered to the same and provided that taking such action would not cause NRS to violate applicable law, the Director reserves the right to:

- Disapprove the price of any food, beverage, item of merchandise or service that is substantially higher than the price charged by concessionaires at comparable festivals in

the region, and prohibit NRS or Festival vendors from offering any such food, beverage, item of merchandise or service at a substantially higher price(s); and,

- Prohibit the sale of any food, beverage, item of merchandise or service that: is unsafe; portrays the City or Seattle Center, or any aspect thereof, in an incorrect or misleading manner; is inappropriate for a family-oriented arts, recreation and entertainment facility such as Seattle Center; or, may create a substantial litter or other maintenance problem at Seattle Center; all of which shall be determined by the Director in the exercise of such official's reasonable discretion, provided that the Director will provide written notice to NRS of any such prohibition on or before August 1 of each Contract Year.

#### **4.4 Bumbershoot Festival Dates**

The Bumbershoot Festival will at minimum consist of no less than two days of Festival event activity at Seattle Center on Labor Day Weekend each Contract Year.

### **ARTICLE V – USE OF SEATTLE CENTER FACILITIES**

#### **5.1 Grant of right to use Seattle Center Facilities and Grounds for Festival**

If such facility exists at the time, and is functioning as a public facility during the Term of this Agreement, Licensee may request the use of the facilities listed in this Section for the Festival pursuant to Subsection 5.3. below. Upon the City's approval of that year's Facility Use Grid (defined in Section 5.3), those portions of Seattle Center facilities and grounds that are approved and made available for NRS's use under the approved Facility Use Grid shall be the "Premises" for the applicable Festival. The City hereby grants NRS a license to use and occupy such Premises during the particular time periods specified in 5.3, and only for the purpose of producing and presenting the Festival in each Contract Year and subject to the conditions stated herein (the "Premises Use Right"). Additional use of the Premises for Festival activities beyond the periods specified in 5.3 or for expanded non-Festival Bumbershoot programming will be subject to Section 5.2.C. The Premises Use Right includes the use by NRS of existing Premises infrastructure in alignment with the facility addenda and use guidelines as provided in Exhibit A. Use of the facilities stated below is subject to contracts between the City and facility tenants and concessionaires. Copies of City contracts impacting facility use have been provided to NRS.

The Premises Use Right includes the right for NRS to grant sublicenses to third parties, including a non-profit partner in connection with NRS's collaboration with such non-profit partner to use and occupy such approved facilities during the particular time periods specified in 5.3, and only for the purpose of producing and presenting the Festival in collaboration with NRS each Contract Year, subject to the conditions stated herein and provided that any sublicense of the Premises Use Right shall be subordinate and subject to this Agreement at all times and shall not relieve NRS of any obligation under this Agreement. For clarity, the right to grant sublicenses for use of the Premises does not automatically include the right to sublicense the Marks, which is governed by Article 3.

If any Major Seattle Center facility, as described in this Agreement, is not available during the Festival as the result of conflict, such as construction or sports play-offs, the City may

authorize NRS to use another available City facility. “Major Seattle Center facilities” are defined as Mural Amphitheater, International Fountain Mall, Fisher Pavilion, South Fountain Lawn, Armory Food & Event Hall.

**5.1.A. Seattle Center-Operated Facilities Available for Use:**

1. Armory Loft (3<sup>rd</sup> Floor of the Armory), Including Lobby Space. Rooms 2, 3, 4, and the Lobby spaces for use as either programmable space or administrative purposes on an availability basis only. Room 301 may be used for administrative purposes on an availability basis only. Loft 1 Suite is unavailable as of this Agreement but may be added if its daily Seattle Center purpose is changed from operational to event-based. The Balcony is available as a programmable space only, subject to availability.
2. Armory Food & Event Hall Stage/Dance Floor/Main Floor (2<sup>nd</sup> Floor of the Armory). NRS may use this space subject to the following terms:
  - a. NRS may sell any merchandise (except food or concessions) in Armory provided that they do not conflict directly with any items being sold by authorized Armory merchants.
  - b. The space available for programming or merchandise sales is limited to the area currently reserved as the dance floor. Areas south of the dance floor or adjacent to the elevator may be programmed subject to the Director’s approval, and provided that sufficient space remains open elsewhere on the Main Floor for public seating. Final setup of the Armory Main Floor will be mutually agreed upon by NRS and the City, not later than July 20th of each Contract Year.
  - c. Subject to Armory Food & Event Hall addendum outlined in Exhibit B.
  - d. NRS will coordinate with the City to preserve reasonable access and sight lines to permanent Armory merchants, lessees, vendors, and Armory signage. A draft layout of Armory main floor usage must be presented to the Armory Manager no later than June 1st of each Contract Year, and the layout is subject to the Armory Manager’s approval.
3. Exhibition Hall. Interior structural support poles must be protected for activities other than exhibits or vendor booths.
4. Fisher Pavilion
  - a. Subject to the exterior banner guidelines outlined in Exhibit E.
  - b. Subject to Fisher Rooftop Plaza use guidelines outlined in Exhibit D.
  - c. NRS may use the area for programming or for the sale of merchandise or lawful concessions, including private hospitality areas for sponsors, VIPs, vendors or similar uses, where alcohol may be served in a controlled environment and a beer garden are permitted on the Fisher Pavilion Rooftop Plaza, provided that NRS will place no alcohol related signage facing south toward the Charlotte Martin Theatre if Seattle Children’s Theatre is offering productions during the Festival. Any signage in this area must be reasonably related to a sponsorship

of Festival. NRS will include the proposed use of the Plaza in the Facility Use Grid submittals required under Section 5.3.

5. Grounds of Seattle Center
  - a. The playground portion of the Artists At Play Plaza must remain available to patrons as an open play space, unless otherwise approved in writing by the Director.
  - b. Seattle Center's Skate Plaza is not included in this Agreement. Should NRS propose a program utilizing the Skate Plaza, that facility may be added with the Director's Approval.
  - c. The Seattle Monorail Station must remain publicly accessible at all times.
6. Marion Oliver McCaw Hall:
  - a. Usage consistent with and subject to contracts between the City, the Seattle Opera, the Pacific Northwest Ballet ("PNB"), and OVG Hospitality or any other City authorized concessionaire and the McCaw Hall Booking Policies outlined in Exhibit G. If McCaw Hall is not otherwise used for a Festival purposes, the City may separately license the facility; provided such use does not adversely affect the Festival pursuant to the agreed Facility Use Grid.
  - b. OVG Hospitality has the exclusive right to provide food and beverage services, including both catering and concession services, in this venue during the Term of this Agreement, with the following exception: Festival producers and performers at McCaw Hall are permitted to provide their own backstage catering services or to use OVG Hospitality's services for backstage catering. NRS may use the Prelude space, but only for purposes other than catering or food and beverage services.
  - c. NRS will adhere to the facility use booking guidelines available from Seattle Center Event Booking and Contracts and will program activities in this venue that are suitable for a "sit-down" audience, including but not limited to theater, comedy, film, literary arts, performance arts, dance, classical arts and a wide variety of music including but not limited to gospel, world music, experimental, jazz, rock, pop, folk and classical.
  - d. Facility use expenses include the cost of staffing an ESU officer at the Stage Door outside of regular business hours, including overtime on Holidays. Regular Business Hours are defined as Monday – Friday 8:30 a.m. – 3:30 p.m., excluding City holidays which are paid at the then-current overtime rate.
  - e. All broadcast and recording fees are waived in McCaw Hall.
  - f. McCaw Hall may or may not have a standard "house hang" light plot. As such, any production cost for labor or equipment needed to accommodate the Festival's production needs related to installing lighting instruments is the Festival's responsibility.
  - g. NRS is granted a merchandise-only sales exemption, and NRS can sell merchandise and retain the revenue in this facility without utilization of the McCaw Hall merchandise concessionaire. Notwithstanding this exemption, any merchandise sales taking place in McCaw Hall will be subject to the overall merchandise agreement for the Festival per Article 8.1.C.

- h. Facilities Available for Use. Subject to any new agreements with The Seattle Opera and The Pacific Northwest Ballet which supersede the City's existing agreements with the applicable organization, the following rooms in Marion Oliver McCaw Hall (referred to herein as McCaw Hall) may be scheduled, used, and occupied for Festival-related purposes:
  - i. Auditoriums: Susan Brotman Auditorium, Nesholm Family Lecture Hall
  - ii. FOH Spaces: Kreielsheimer Promenade, Kreielsheimer Lobby, Grand Lobby, Microsoft First Tier Lobby and the Neukom Family Second Tier Lobby, the Norcliffe Room, the Allen Foundation for the Arts Room, Press Room.
  - iii. Backstage Spaces: Dressing Rooms, Rehearsal Hall
- i. Excluded Facilities. The following McCaw Hall spaces are reserved for the exclusive use of McCaw Hall Resident Tenant Organizations or Hall administrative staff and are therefore not available for use by NRS:
  - i. Lower Level:
    - 1. Room 165 – Crate and Trunk storage
    - 2. Room 123 – Wardrobe
    - 3. Room 129 – Wig and Make-up
    - 4. Room 114 – Trap Room
  - ii. Orchestra Pit Level:
    - 1. Music Library
  - iii. Stage Level:
    - 1. Office 449
  - iv. Promenade Level:
    - 1. Room 321B – House Manager Office is a shared space, between client and Hall Assistant Head Ushers, and will only be available to Bumbershoot on this basis.
  - v. Second Tier Level:
    - 1. Room 858 – Surtile booth
  - vi. All spaces reserved for OVG Hospitality, Gift Shop and McCaw Hall Administrative spaces will not be available for Festival use. Prelude Restaurant may not be used for food service but may be used for other purposes.
- 7. Mural Amphitheatre. Seattle Center-owned temporary stage lid and limited equipment may be installed for the season. Facility is provided as-is; NRS will pay for any changes from its existing state.
- 8. Northwest Courtyards – The Upper and Lower Northwest Courtyards are available for use by NRS but access control in some areas is currently held by the tenant of Climate Pledge Arena (the “Arena”) and must be coordinated with Seattle Center and the tenant of the Arena and any use is at all times subject to the ArenaCo Lease (defined below). If the Arena is not in use by Bumbershoot during the Gated Festival Days, detailed coordination with the Arena around access and egress for the Festival vs. any events programmed in the Arena is required.

- a. Stage. Use of the permanent stage is included with use in the Upper NW Courtyard and consistent with the agreement between Seattle Center and KEXP.
- b. Splash Pad. A portion of the Lower NW Courtyard includes a splash pad which should remain operating for use by patrons if not in use for Festival activity. See Exhibits A and B \* for operational restrictions at the Splash Pad.
- c. Use of the exterior Arena plaza spaces that abut the Northwest Courtyards is governed by Section 4.11 of the Integration Agreement between ArenaCo and the City (Exhibit N).

## **5.2 City Use Dates**

### **5.2.A Use of Climate Pledge Arena**

Per the City's lease agreement with Seattle Arena Company, LLC ("ArenaCo Lease") and the City's integration agreement with ArenaCo ("Integration Agreement"), the City or its designee has the right to use the Arena for up to six (6) consecutive days inclusive of Labor Day weekend for the Festival ("City Arena Use Dates"). By this Agreement, NRS and its permitted sublicensee, Third Stone, will be designated users for the City Arena Use Dates, provided that NRS and Third Stone's use of the Arena is at all times subject to the terms of the ArenaCo Lease and Integration Agreement. For convenience, the terms described in Article VIII, Section 4 of the ArenaCo Lease and Sections 4.8 and 4.10 of the Integration Agreement are outlined in Exhibit N.

1) NRS's Use of the Arena under City Arena Use Dates is conditioned upon:

- Certain spaces (resident tenants, administrative spaces) will be excluded from use by the City and NRS.
- No facility use fee will be charged for the City Arena Use Dates; however, NRS will be responsible for its direct out-of-pocket costs that ArenaCo is permitted to charge under the Lease Agreement and Integration Agreement.
- Temporary sponsor activation for the Festival may take place within the Arena, provided that Arena sponsor assets will remain in place at all times.
- City may permit NRS to coordinate directly with ArenaCo and execute a direct lease with ArenaCo for the City Arena Use Dates; however, the City will at all times have the opportunity to participate in this coordination, and the City will be copied on all agreements and major documents related to the City Arena Use Dates. Mutually agreed upon Seattle Center staff will be provided access to use areas of the Arena commensurate with the access levels of critical NRS staff in the building.
- The Arena catering and concessions exclusivity will apply.

2) Dates

- City Arena Use Dates for the Festival are designated up to six (6) consecutive days during Labor Day Weekend, including one (1) day immediately preceding the first Gated Festival Day for move-in purposes and until 11:59pm on the day following the last gated day of the Festival for move-out purposes.

- City Arena Use Dates are subject to any priority calendar holds by resident NHL, WNBA or NBA teams as applicable, which the City will communicate to NRS upon notification from ArenaCo.
- If NRS and the City agree to modify the dates for the Festival, the City will work with NRS to modify the City Arena Use Dates to alternate dates that are mutually acceptable to ArenaCo, Seattle Center, and NRS. Any proposed date modification must be submitted to ArenaCo by the City and NRS no less than twelve (12) months prior to the modified dates or to the originally scheduled use dates (whichever is earlier).
- If NRS does not use six City Use Dates for the Festival, NRS may request that the City utilize its rights under the Integration Agreement to use the Arena on additional dates for a Bumbershoot Event as a community event date. If the City is willing to request the use of the Arena for a Bumbershoot Event, as determined in the City's discretion the City will facilitate a collaborative discussion between NRS, the City and ArenaCo to discuss such use. Unless otherwise approved in writing by the City, Seattle Center shall be included in any discussion with ArenaCo regarding NRS's proposed use of the Arena for a Bumbershoot Event that would utilize a City Use Date.

3) Separate Arena Ticket – Seattle Center acknowledges that in order for NRS to meet Seattle Center's expectations for an affordable core Festival and due to the costs associated with producing an event inside the Arena, NRS intends to require a separate ticket for Festival or Bumbershoot Events inside the Arena, which shall be permitted if provided for in the Ticket Plan and provided for in the ArenaCo Lease.

4) Any adjustments to the City Use for Bumbershoot as stated in the transaction documents between Seattle Arena Company and the City – or any departures from that agreement – will require the written mutual agreement among all three parties: ArenaCo, the City, and NRS.

### **5.2.B Use of Other Resident Organization Facilities**

Certain resident organization facilities agreements specify dates for City use ("City Resident Organization Facility Use Dates") made available to NRS for the Festival at no facility use fee. These City Resident Organization Facility Use Dates are determined in and governed by the individual lease agreements between the City and the Resident Organizations, and are predicated on the use of Labor Day Weekend for the Festival. Any change to use dates is subject to the mutual agreement of all three parties (the Resident Organization, Seattle Center and NRS). Any dates or spaces not already included with the City Resident Organization Facility Use Dates per the lease between Seattle Center and the Resident Organization are the responsibility of NRS to negotiate directly with the Resident Organization. The City will provide copies of any specific lease upon request from NRS. At the request of NRS, Seattle Center will coordinate an introduction and reasonably assist in facilitating a discussion between NRS and any of the Resident Organizations set forth in this Section 5.2.B regarding a direct license between NRS and the applicable Resident Organization for the use of such Resident Organization's facilities.

Center Theatre Performance Studio and Center Theatre (1<sup>st</sup> Floor of the Armory)

- The Center Theatre in the Armory may be used on terms and conditions consistent with, and subject to, agreement(s) between the City, and Theatre Puget Sound (“TPS”).
- The Center Theatre on the first floor of the Armory may be scheduled, used and occupied for up to six (6) consecutive days for Festival-related purposes, no earlier than two days prior to the first Festival day for “move-in” purposes; and no later than one day immediately following the Festival for “move-out” purposes.
- Use of the 4<sup>th</sup> floor of The Armory for Festival purposes shall be made by direct license from TPS subject to the terms and conditions of such lease agreement(s) as may then exist between the City and TPS.<sup>1</sup>

#### Bagley Wright Theatre (excluding Poncho Forum)

- The Bagley Wright Theatre may be used on terms and conditions consistent with, and subject to, agreement(s) between the City, and Seattle Rep.
- The Bagley Wright Theatre may be scheduled, used and occupied for Festival-related purposes but no earlier than the Monday preceding the Festival, for “move in” purposes; and until 11:59 p.m. on the day following the closing day of each Festival, for “move out” purposes.
- Use of the Leo K Theatre, PONCHO Forum or other facilities within the building shall be made by direct license between Seattle Rep and NRS.

#### Charlotte Martin Theatre and the Eve Alvord Theatre

- The Charlotte Martin Theatre and Eve Alvord Theatre may be used on terms and conditions consistent with, and subject to, agreement(s) between the City, and Seattle Children’s Theatre.
- The Charlotte Martin and Eve Alvord Theatres may be scheduled, used and occupied for Festival-related purposes no earlier than 12pm the Thursday of Labor Day Weekend for “move-in” purposes and until 9:00am on the Tuesday following Labor Day.
- Use of the SCT Rehearsal Rooms or other facilities within the building shall be made by direct license between NRS and SCT.

#### Cornish Playhouse and Alhadeff Studio

- The Cornish Playhouse (and Alhadeff Studio) may be used on terms and conditions consistent with, and subject to, agreement(s) between the City, and Cornish College.
- Exclusive use starting at 5:00pm on the Friday of Labor Day Weekend through 11:59pm on Labor Day Monday; plus use on a non-exclusive basis from 7:00am to 5:00pm that same Friday.
- See Exhibit Q

#### International Fountain Pavilion:

- International Fountain Pavilion may be used on terms and conditions consistent with, and subject to, agreement(s) between the City, and A/NT Gallery.

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<sup>1</sup> Note to Draft: Please provide a copy of this agreement or the relevant provisions.



- International Fountain Pavilion may be used and occupied for the Festival Visual Arts, but no “Move-in” shall occur earlier than seven (7) days preceding the first Festival Day; all “Move-out” shall be completed no more than four (4) days immediately following the closing day of the Festival.
- Additional use dates if needed are subject to negotiation between NRS and A/NT Gallery.
- Use does not include administrative office area. A minimum of four planning visits per Festival year are allowed prior to the Festival for planning purposes.

### Northwest Rooms

- The Northwest Rooms formerly known as “Shaw, Fidalgo, Lopez, Orcas, Rainier and Olympic” are not available for Festival use. KEXP 90.3 holds the lease to those rooms.
- The Northwest Room formerly known as “Snoqualmie” may be used on terms and conditions consistent with and subject to agreement(s) between the City, and The Vera Project. Use dates include the Monday preceding Labor Day (for move-in) through the Tuesday following Labor Day (for move-out).
- The Northwest Room formerly known as “Alki” (now SIFF Film Center) may be used on terms and conditions consistent with and subject to agreement(s) between the City and the SIFF Group. City Use Dates run from the Monday preceding Labor Day through Labor Day, and include one (1) move-out day after Labor Day.

### **5.2.C. Use of Seattle Center for Non-Festival Events**

NRS and Seattle Center will work together to allow for growth and any future use of Seattle Center outside of the Festival. Terms and conditions of additional use will be negotiated separately.

- Should NRS seek sponsorship of these additional events (waived costs), Seattle Center will have the authority but not the obligation to waive costs.
- In this case, NRS will provide an event proposal for Seattle Center’s review. Any sponsorship granted by Seattle Center will be based on the type of event, available budget flexibility and how the proposed event meets the programming guidelines and strategic plan for Seattle Center.

### **5.3 Scheduling Facility Premises Usage Rights**

For each Contract Year after 2023, NRS will provide a proposed draft Facility Use Grid in the form attached as Exhibit H) by November 15<sup>th</sup> for the following Contract Year (or at an agreed time for the 2023 Contract Year), identifying the Seattle Center facilities and grounds areas and particular time periods to be licensed to NRS to use and occupy for the Festival during the following Contract Year. By January 1<sup>st</sup> of the Contract Year, Seattle Center will provide NRS with confirmation of the approved portions of the Facility Use Grid, the “Approved Facility Use Grid.” Any use changes to the Approved Festival Use Grid are subject to the provisions in Section 6.2.C below.

### **5.3.A. General Use & Occupancy During Festival:**

Unless otherwise noted below, the Premises use and occupancy authorized by this Agreement and NRS's primary Festival activities shall occur within the dates described in this Section 5.3. NRS may, at its sole discretion, determine the total number of days to operate the Festival, provided that any gated use of the Seattle Center campus for the Festival shall comprise a minimum of two days and a maximum of five days, and provided that the Festival shall be at minimum operated over Labor Day weekend. As used in this Agreement, "Festival Day" means any day when Festival events are programmed. "Gated Festival Days" means only those days when the entire grounds are gated for Festival use.

NRS shall include in the Event Service Order and Facility Use Grid the total number of Festival Days and the total number of Gated Festival Days it intends to operate the Festival during the Term of this Agreement. For the purposes of this Section, the first and last day which NRS elects to operate the Festival shall be the "opening day" and "closing day," respectively.

### **5.3.B. Times Authorized For NRS Use and Occupancy for Move-in and Move-out Purposes:**

Provided that the facilities identified in this section are included in the agreed Facility Use Grid for the applicable Contract Year, the City shall provide move in/move out access to NRS, free of any license fee or rent, use of the portions of the Premises listed below at the time indicated for the following specified purposes. Unless otherwise stated, move-out must be complete by 11:59pm on the last authorized day of use:

1. Armory Loft: The following rooms in the Armory Loft may be scheduled, used and occupied for Festival-related purposes.
  - a. Loft 2: From the Monday prior to the opening day listed in Subsection III.A hereof through the third day following the closing day of the Festival, for a total of ten (10) consecutive days (including all required move-in and move-out activity).
  - b. Loft 3: From the Monday prior to the opening day listed in Subsection III.A hereof through the second day following the closing day of the Festival, for a total of nine (9) consecutive days (including all required move-in and move-out activity).
  - c. Loft 4: From the Monday prior to the opening day listed in Subsection III.A hereof through the second day following the closing day of the Festival, for a total of nine (9) consecutive days (including all required move-in and move-out activity).
  - d. Loft Lobby: On the Monday prior to the opening day of the Festival listed in Subsection III.A hereof through the second day following the closing day of each such Festival, for a total of nine (9) consecutive days (including all required move-in and move-out activity).
  - e. Balcony: One (1) day immediately preceding the first Gated Festival Day, for "move-in" purposes; and until 7:00AM on the day following the last Gated Festival Day of each Festival, for "move-out" purposes. The east side of the Balcony must remain available for use by The Center School from two (2) hours prior to the start of any school day through one (1) hour after the end of any school day.

2. Armory Food & Event Hall Stage/Dance Floor/Main Floor: The space may be used at 7:00AM on the day prior to the opening day of each Festival through the first day following the closing day of each such Festival (including all required move-in and move-out activity). The space is limited to available public programming space per Armory Merchant lease agreements.
3. Marion Oliver McCaw Hall: Notwithstanding the terms of any existing or new agreements with The Seattle Opera and The Pacific Northwest Ballet which supersede the current agreements with those organization, the rooms in Marion Oliver McCaw Hall specified in Section 5.1.3A may be scheduled, used and occupied for Festival-related purposes for a total of six (6) consecutive days (including all required move-in and move-out activity).
  - a. Prior to April 30 of that Festival year, Seattle Center will have the opportunity to book event activity during the Festival load in and load out dates. Seattle Center will not book public ticketed events in McCaw Hall over the top of Festival event days.
  - b. NRS will inform the City by April 30 of that Festival year of whether or not NRS intends to use McCaw Hall for Festival activity. After April 30 of the Festival year:
    - i.If no Festival activity is planned in the building, Seattle Center will release the Festival holds on McCaw Hall;
    - ii.If NRS intends to hold Festival activity in McCaw Hall, those holds are considered challengeable until June 1.
  - c. Excluding Pacific Northwest Ballet and Seattle Opera, which have first rights to use of McCaw Hall spaces, if Seattle Center has a possible booking in McCaw Hall during the Festival use dates:
    - i.Seattle Center will issue a challenge to the NRS hold. Within 7 days, NRS will either accept the challenge and confirm its use of the building or release the Festival's hold on McCaw Hall for that date.
    - ii.If NRS confirms its use of McCaw Hall in response to a challenge and then later does not utilize the building, a cancellation fee equivalent to the then-current non-ticketed commercial auditorium rental rate for McCaw Hall will be charged to NRS.
    - iii.Use of McCaw Hall will be confirmed on June 1 via the final Facility Use Grid, at which point Festival holds will no longer be challengeable.
    - iv. If, after June 1 of the Festival Year, Seattle Center is able to book another event during the Festival load-in or load-out days, NRS shall make reasonable and good faith efforts to adjust its load-in or strike of any McCaw Hall production on the Monday night after the Festival to accommodate Seattle Center's use, without incurring additional expense to NRS. If this cannot be done, Seattle Center will have the option of paying any additional costs for a late load-in or early load-out of the Festival event at McCaw Hall, and

if Seattle Center declines to do so, NRS shall have no obligation to vacate McCaw Hall early.

4. Fisher Pavilion: Fisher Pavilion may be scheduled, used and occupied for Festival-related purposes from the Wednesday prior to the opening day of each Festival identified in Subsection 5.3.A. hereof through the second day following the closing day of each such Festival, for a total of eight (8) consecutive days (including all required move-in and move-out activity).
5. Exhibition Hall: On the Tuesday prior to the opening day of the Festival identified in Subsection 5.3.A. hereof through the second day following the closing day of the Festival, for a total of nine (9) consecutive days (including all required move-in and move-out activity).
6. Other Facilities listed on the Event Order approved by the Director: From the second day immediately preceding the opening day of the Festival in that facility, for “move-in” purposes, through the first day immediately following the completion of the closing day of the Festival in such facility, for “moveout” purposes.
7. Artists at Play: The Artists at Play Plaza open plaza spaces are available for use by NRS from the fifth day immediately preceding the opening of each Festival, for “move-in” purposes through the second day immediately following the close of each Festival, for “move-out” purposes. The Artists at Play Playground must be available for unimpeded public use outside of any fencing during load in and load out days, but on Gated Festival days, access to the Playground may be limited to Bumbershoot patrons.
8. Northwest Courtyards: The Upper and Lower Northwest Courtyard plaza spaces are available from the fifth day immediately preceding the opening of each Festival, for “move-in” purposes through the second day immediately following the close of each Festival, for “move-out” purposes.
  - a. Timing of operational access may be impacted by event activity at Climate Pledge Arena. Use of the exterior Arena premises adjoining these plazas is governed by Section 4.11 of the Integration Agreement between ArenaCo and the City (Exhibit N).
9. Seattle Storm Way (vacated 2<sup>nd</sup> Avenue North from Thomas Street to Harrison Street): For the four (4) days immediately preceding the opening day of the Festival, for “move in” purposes; and for the two (2) days immediately following the closing day of the Festival, for “move out” purposes. Use of the west portion of the roadway will be authorized by Seattle Center and will be contingent on Climate Pledge Arena Events and Fire Marshall approval.
10. Other Grounds Areas: From the fifth day immediately preceding the opening of each Festival, for “move-in” purposes through the second day immediately following the close of each Festival, for “move-out” purposes. For each area of the Seattle Center grounds listed on the Event Order, NRS will be permitted to begin setting tents up on the Sunday prior to the opening day of the Festival, provided that this load in is coordinated with and approved by the City so as not to impact or interfere with existing events and/or Ground activities.

With the Director's Approval, an additional three move in days for grounds areas may be booked unless such areas have been previously booked for use by Seattle Center. The three (3) additional days' grounds use and any additional facility use shall be confirmed sixty (60) days prior to the Festival opening day. An additional two (2) move-out days for the grounds areas may be booked unless such areas have been previously booked for use by Seattle Center. The two (2) additional days' post-Festival grounds use shall be confirmed sixty (60) days prior to the opening day of the Festival.

5.3.C. **Competition.** Seattle Center will not schedule competing festival events (whether third-party produced, co-promoted, or SC-produced) to occur on Seattle Center campus between August 1 and Labor Day of each year during the term of this Agreement.

- It is mutually agreed that in 2023 only, due to pre-existing agreements, Day In Day Out Festival is permitted to take place on August 12-13, 2023.
- "Competing festival events" means ticketed events (i) that feature multiple musical genres, (ii) that occur over two or more consecutive or non-consecutive days; or (iii) that contain more than one stage, and (iv) that have an audience capacity greater than 8,000 people.
- For purposes of this clause, "Seattle Center campus" means Seattle Center-controlled facilities and public spaces on the campus existing as of the Effective Date. Facilities that are leased by third parties as of the Effective Date, such as Climate Pledge Arena at Seattle Center, are not included in the competition limitation; additional facilities that become available due to redevelopment or other campus changes are not automatically covered by this clause and will be subject to negotiation. Additionally, if any property within the Seattle Center campus shall be conveyed to a third party during the Term, such conveyed real property will no longer be included in the Seattle Center campus for purposes of the limitations on competing festival events under this Section 5.3.C.

## 5.4 Use of Common Areas

### 5.4.a) Change in Facility Name:

The conditions for use of any of the above-listed facilities shall not be affected by any change in the name of such facility.

### 5.4.b) Additional Premises:

In the event Seattle Center makes any new facility or portion of the Seattle Center available for use by NRS to support the Festival, such additional premises may be licensed to NRS at the discretion of the Director, on terms and conditions that are mutually agreeable and consistent with the other terms and conditions of this Agreement, but in no event will such use of the new facilities or portions of the Seattle Center be conditioned upon payment of any additional license fees or rent by NRS to the City.

### 5.4.c) Best Efforts:

During the Term of this Agreement, Seattle Center shall make its best efforts to provide the above facilities for use by NRS in the production of the Festival.

5.4.d) Acceptance of Premises:

The Premises shall consist of all spaces specified by the Facility Use Grid, including the Common Areas, the Event Order, all areas used for “move in” and “move out” purposes, and as otherwise agreed upon. NRS accepts the Premises “As Is,” “Where Is” in their condition at the time of occupancy during each Contract Year per the Approved Facility Use Grid. The City shall provide opportunity for NRS to inspect the Premises prior to (i) completion of the Approved Facility Use Grid and (ii) occupancy of the Premises during each Contract Year. The City agrees, during such inspections, to notify NRS of any defects, security concerns, safety concerns, or other issues with the Premises of which the City has actual knowledge at such time. No other representation, statement, or warranty, expressed or implied, is or has been made by the City with respect to the condition of the Premises or the use and occupancy authorized for NRS, other than as contained herein. NRS, as part of a pre-event walk through, may recommend areas for additional cleaning or repair, but do so with the understanding that there is no warranty or guarantee that the maintenance work will be performed prior to the Festival.

5.4.e) Nonexclusive License To Common Areas:

The City hereby grants to NRS, and its officers, employees, agents, customers, and invitees, nonexclusive rights during the days of the Festival(s), to use the Seattle Center Common Areas as, from time to time, constituted, which use shall be in common with all other visitors and users of the Seattle Center, and subject to rules and regulations for the use thereof as may be promulgated, from time to time, by the Director. It is understood that NRS shall have the ability to charge admission to the Festival to all visitors and users of that portion of the Seattle Center grounds and facilities identified in the mutually agreed upon Facility Use Grid. Notwithstanding the foregoing, NRS shall provide access to the Seattle Center campus for Seattle Center and the staff of Seattle Center resident tenants that have been issued “participant credentials” or another means of authorized access. Prior to each Festival, Seattle Center shall provide NRS with a list of proposed Seattle Center, resident tenant, and concessionaire staff that require access to the Seattle Center campus to perform their job duties during the Festival. NRS shall review the list, and subject to its reasonable approval, shall provide participant credentials, or another means of access, for the dates and times during which such resident tenant and concessionaire staff need access to the Seattle Center campus.

5.4.f) The Seattle Center reserves the right to designate certain outdoor areas on the Premises as “off-limits” to the public during the Festival, which shall be unavailable for use by NRS for staging, production, or other Festival activities. It shall be the responsibility of Licensee to use commercially reasonable efforts to protect, fence or otherwise secure, to Seattle Center’s satisfaction, all such areas, that are deemed “off-limits” due to the Festival configuration. Seattle Center agrees to make use of its existing inventory of picket fence, rope and stake, to protect, fence or secure in other ways, planted areas that they deem to be at risk due to the volume of public visiting the grounds during the Festival.

5.4.g) NRS will work with Seattle Center on a plan for Festival configuration that is reasonable and acceptable for the size, programming and expected attendance for the Festival and that avoids excessive damage to the Common Areas.

5.4.h) “Common Areas” Defined:

For the purposes of this Agreement, the term “Common Areas,” as used herein, means and includes any Seattle Center area designated by the Director, as being for the general use of tenants, licensees, concessionaires, patrons, employees, and invitees of the Seattle Center and not within the exclusive control of any tenant, licensee, or concessionaire, including but not limited to parking areas, landscaped areas, paved walkways, roads, turnarounds, sidewalks, corridors, malls, public toilets, public stairs, ramps, elevators, escalators, and shelters.

## **5.5 Right of Way Agreement with SDOT**

Use of Curb Space adjacent to Seattle Center campus. Seattle Center has a MOU in place with SDOT that permits Seattle Center non-exclusive use of the curb space adjacent to the premises, as described in Exhibit I. Festival curb use that aligns with the permissions in the SDOT MOU will be arranged via Seattle Center. Festival curb use that falls outside of the permissions granted in the MOU or other use of the right-of-way (sidewalk or street closures) will be arranged directly between NRS and SDOT or other applicable City departments, either by direct permit or Special Events permit as needed.

## **ARTICLE VI – SCHEDULE & SCOPE OF FESTIVAL PLANNING & PRODUCTION RESPONSIBILITIES**

NRS will directly manage all talent booking, marketing, sponsorship, advertising, merchant programs, general operations and promotion for the Festival. This includes any on-site activation and contractual fulfillment costs. NRS will manage and shall pay or cause its sublicensees to pay for all performer/artist contract fulfillment.

### **6.1 Staffing:**

6.1.a) NRS shall employ or otherwise secure the services of whatever professional and technical staff are required, in a competent manner, to plan, organize, stage and produce the Festival contemplated in the Event Order that is mutually approved.

1. NRS will designate a primary business contact to liaise with Seattle Center on contractual issues, and a primary point of contact for production and operational needs for the Festival.
2. NRS will designate two (2) staff members to be available as after-hours on-call contacts during load in, the Festival, and load out.
3. NRS or its sublicensee will hire a Festival Security Manager to coordinate the efforts of peer security, Seattle Police and other crowd management staff during the Festival. The Festival Security Manager will attend Security Operations briefings.
4. NRS shall use the services of and contract directly with Seattle Center’s official security vendor(s) required to secure in a competent manner all Premises, with the exception of beer garden areas or other sensitive/specialty areas at each Festival. NRS is authorized to provide its own security for pre-approved areas, subject to Director’s approval of a security plan. Within 30 days from the date such security plan is delivered to the City, the Director

shall approve the security plan or shall provide NRS with written objection and correction, all in the Director's good faith discretion. NRS shall pay the security vendor(s) directly for all security services provided. Seattle Center is not responsible for any past due or defaulted payments. Additional terms related to peer security are found in Exhibit A.

6.1.b) Proper Credentials:

NRS shall ensure that all personnel working for, through, or on behalf of NRS or its contractors, concessionaires, and sublicensees at the Festival, or those who operate equipment, shall have any certifications and/or licenses required by applicable law to operate in a safe and competent manner all such equipment, including but not limited to forklifts and boom and scissor lifts, on the Premises. Prior to the first load in day, NRS will provide Seattle Center copies of such certifications for all personnel who will be using such equipment.

6.2 Planning:

6.2.a) Redevelopment Impact Review:

After the first Contract Year, a representative of the Seattle Center's Capital Projects and Long-Term Planning division (or successor) and a representative of NRS shall meet before November 1 of each Contract Year to review any planned redevelopment activity plan for the grounds necessary in order to facilitate the redevelopment of the Seattle Center in a manner consistent with the "Seattle Center Century 21 Master Plan" approved through Seattle City Council Resolution 31071, and any subsequent redevelopment plan adopted by or for Seattle Center. Such review will include plans related to the facilities set out in Section V.A and the potential impact on the following year's Festival. The City and NRS shall work together to determine how such redevelopment activity can be minimized during the contemplated dates for the following year's Festival in order to achieve NRS's and Seattle Center's common goals.

6.2.b) Proposed Facility Use Grid and Event Order:

On or before May 1 of each Contract Year, New Rising Sun shall submit for the Director's approval the draft Site Maps, showing the proposed location(s) of all temporary structures (booths, stages, fencing, banners, trucks, inflatables, dumpsters, etc.) to be installed on Seattle Center grounds for the Festival, and describing what general activities would take place during the next Festival in each such facility and area. All proposed locations that will serve alcoholic beverages, whether within facilities or on the grounds, must be included in the draft Site Maps. The Director shall respond with any proposed changes to the Facility Use Grid or Event Order Maps by May 15.

6.2.c) Changes to the Approved Facility Use Grid.

In the event either party requests changes to the Approved Facility Use Grid (as submitted and approved pursuant to Section 5.3) the parties shall evaluate whether the change will cause the City, NRS or its sublicensee to incur significant additional costs it would not otherwise have incurred without the requested changes; (e.g., relocation of Festival programming to a different facility, hiring of additional staff, securing additional infrastructure or utilities, etc.), and the impacted party



shall notify the other in writing of the estimated financial impact of the proposed change. If the requested change is implemented, the costs of such change shall be the sole responsibility of the party requesting the change to the Approved Facility Use Grid.

6.2.d) Revised Facility Use Grid:

On or by June 1 of each Contract Year, NRS shall deliver to the Director the final Facility Use Grid for the Festival, which plan shall have been revised as reasonably required by the Director.

6.2.e) Labor Rate Schedule:

The Director shall deliver to NRS data regarding the Seattle Center's current labor rates for salary and benefits only by February 15 of each Contract Year and thereafter shall advise NRS regarding any revision to such rates immediately after such revisions are finally approved. The Director shall promptly notify NRS regarding any material changes in the scope of work covered by any labor contracts.

6.2.f) Basic Equipment Inventory:

On or by April 1 of each Contract Year, the Director shall deliver to NRS the then-current detailed inventory of all Seattle Center equipment by facility, location or area (including but not limited to that related to TFM, Facility Support, Sound, and Stage services) that is then located on the Premises and usable for Festival purposes. Equipment usage for each Festival will be limited to that which is located and available in the respective facility or location and included on the inventory for that Contract Year.

6.2.g) Cost Reduction Analysis and Budget:

On or by June 1 of each Contract Year, NRS and Seattle Center shall meet to assess the proposed Contract Year budget and needs of the Festival in an effort to craft the most efficient and cost-effective labor, operations and equipment plan to produce the Festival within the parameters established in this agreement. No such plan shall be in violation of any agreement with the Joint Crafts Council, Labor Union jurisdictions or any current collective bargaining agreement between The City and its represented employees. The Festival budget for that portion of the budget related to City services shall be subject to the Director's approval and the approval of NRS and its sublicensee.

6.2.h) Proposed Fountain Use Plan:

On or by July 1 of each Contract Year, NRS shall deliver to the Director a written proposed Fountain Use Plan if NRS desires to use any fountain on the Premises in a way or manner that is in any respect different from the way or manner it is regularly used by Seattle Center. Such plan shall detail the proposed NRS use; assess the environmental, security, and safety risks associated with such proposed use; identify the means and methods by which NRS proposes to address or respond to such environmental, security, and safety risks; and include a detailed Facility and Site Use Plan showing each such fountain and its surrounding landscaping together with any proposed NRS additions, alterations or improvements thereto.

#### 6.2.i) Event Order:

On or before July 20<sup>th</sup> of each Contract Year, NRS shall submit for the Director's approval a complete and accurate draft set of Event Order Documents for the Festival, to include contents outlined below, in the format required by the Director. The Director shall respond to such documents on or before August 1. NRS shall use its best efforts to comply with information submitted in Draft Event Order Documents, except for those changes requested by Seattle Center. However, should changes be required due to circumstances which are unforeseen or which are beyond NRS's reasonable control, NRS shall advise the Director as soon as reasonably possible and must receive permission from the Director in advance of making change(s).

- Equipment needs, including TFM, Sound and Stage, and including date/time and location by which equipment needs to be set
- Labor schedule, including Guest Services, Sound, Stage, Peer Security, SPD, TFM
  - To include labor requirements at each facility and site on each day of the Festival load in, event and load out days
- Complete updated set of Site Maps as described in Section 6.2.b) (Proposed Facility Use Grid and Event Order)
- Schedule of specific times and functions for each facility, as required for the Seattle Center Operations calendar.
  - Should a schedule change be required due to circumstances which are unforeseen or which are beyond NRS's reasonable control (but not including schedule changes caused by Seattle Center's changed requirements), NRS shall advise the Director as soon as reasonably possible. As soon as reasonably possible after receipt of any such schedule change, the Director shall advise NRS of any change in anticipated labor costs and expenses
- Security plan, to include emergency response procedures, staffing details, and emergency communications per requirements in Exhibit A
- Electricity plan indicating electrical panels and amperage required at each electrical panel, which plan shall be subject to the Director's Approval prior to its implementation.
  - All electrical needs involving tying in to Seattle Center power distribution requires proper permitting and inspection via the City of Seattle Department of Construction & Inspections.

The Final Event Order Documents shall be submitted to the Director no later than 18 days prior to the first Festival grounds load in day of each Contract Year. Seattle Center shall publish a final Event Order Confirmation, to include final Event Order Documents no less than 14 days prior to the first grounds load-in day of the Festival of each Contract Year. Any modification of this plan is subject to the Director's approval and the approval of NRS.

#### 6.2.j) Pre-Festival Public Safety Meeting at Seattle Center:

On or by July 31 of each Contract Year, NRS and the Director shall schedule a public safety meeting to be held on or before August 10 of that year, at which NRS and the Director shall meet with public safety representatives from the Seattle Police Department (SPD), Seattle Fire

Department (SFD), peer security provider(s), appropriate Seattle Center personnel (including the Festival's Event Representative, SC Campus Manager, SC PIO, SC Executive representative), as well as Festival Operations Director and public safety manager(s), to discuss public safety priorities and procedures for that year's Festival. On or before October 31 of each Contract Year, the Director will notify NRS in writing of any public safety issues or concerns that may arise from the Festival so that NRS may address any such issues or concerns in advance of the Festival for the following Contract Year.

6.2.k) Site Preview/Tours:

Upon at least fourteen (14) days' advance notice to the Director and subject to availability of facilities for such touring, NRS shall have a minimum of four (4) but not more than ten (10) opportunities between January and August of each Contract Year, to tour Festival participants through the Premises. For these visits, NRS will receive the rooms "as is", unless arrangements are made in advance, for a specific configuration. In those cases, NRS agrees to reimburse Seattle Center for the labor to convert the rooms to the requested configuration.

6.2.l) Approvals:

Plans and reports submitted by one party to the other under this Section shall be deemed to be acceptable to, or approved by the other party, unless such other party provides notice of objection(s) to such plan or report to the submitting party within fourteen (14) calendar days after the other party's receipt of the plan or report. Such notice shall identify the objection(s) and specify what modifications (if any) would make such plan or report acceptable and shall specify a new deadline for submission of a revised plan or report.

### **6.3 Use Guidelines**

Use of the Seattle Center is subject to the general use guidelines described in Exhibit A. Additionally, the following provisions apply:

6.3.a) Ground Cover:

Seattle Center will review the Festival's grounds layout and prioritize in order of preference the areas that are deemed to require ground protection. NRS shall provide terraplas or similar turf protection and plywood for deck areas, subject to mutual agreement. For areas that are not covered by terraplas, Seattle Center may accept less expensive materials, or agree to non-coverage, at its reasonable discretion. Prior to the Festival, the City and NRS will inventory both the City's and NRS's available ground protection. If the City requires ground cover that exceeds available inventory, both parties will share equally the cost of additional coverage. In any case, NRS is responsible for any and all damage in excess of regular wear and tear caused during the Festival, unless such damage is the consequence of the City's negligent act or omission. Any damage will be assessed during a Post-Festival walk through with NRS, and billed as part of the final billing process. The overall goal is to provide adequate ground protection for sensitive garden and grass areas, as directed by the Seattle Center gardeners, without introducing cost prohibitive expenses to the overall Festival production.

6.3.b) Garden Spaces and Fountains:

Seattle Center will work with NRS on a plan to keep as many of the public garden spaces and fountains open during the Festival as possible with the understanding that the International Fountain must remain operational during Festival hours. If these spaces are deemed by Seattle Center or NRS to create a safety risk, or become unattractive or damaged due to litter or pedestrian traffic during the Festival, a plan shall be put in place during the Festival to protect them and/or close them or some other mutually acceptable alternative. While the intention is to have open grounds, gardens and spaces for the public to enjoy throughout the Festival, Seattle Center has the full discretion in matters related to protecting garden spaces and fountains.

6.3.c) Grounds Access:

NRS shall adhere to any relevant grounds access policies that are currently in place or may be added at a later date or time during the Term of this Agreement governing access to the Seattle Center grounds for all major festivals and events. This includes provisions for gate staffing, security personnel, the use of bollard keys, venue keys, vehicle access and/or any other precaution that the Director requires to secure the premises for the public safety. The grounds access policy may change from time to time as conditions warrant.

6.3.d) Vehicles:

Vehicles authorized by NRS must display an approved Seattle Center Festival Parking Pass to access the Seattle Center grounds. Any vehicle found without the proper credentials may be ticketed, towed or both at the owners' expense.

6.3.e) Additional Bank Machines:

Three temporary mobile ATM deployments may be deployed during the Festival, at NRS's sole cost and expense. Such ATMs shall be placed no closer than 500 feet from an existing –permanent campus ATM and no temporary ATM shall be branded with the name of a financial institution. Any other temporary ATM deployment shall be subject to Seattle Center's ATM provider approval.

6.3.f) Data/Phone Service:

1. NRS is granted use of existing data lines over which Seattle Center has control and which may be available. A nominal access fee will be charged to NRS to cover Seattle Center's direct costs. Should City-owned data lines be damaged, the City may be unable to guarantee repairs in time for the Festival.
2. NRS, at its own cost and expense may bring in additional connectivity services to support Festival operations.
3. On or before June 1 in advance of each Festival during the Term of this Agreement, NRS shall submit a detailed plan of its telephone and data needs, together with competitive pricing information, to Seattle Center.
4. On or before June 15, Seattle Center will notify NRS of any telephone or data services they or their exclusive connectivity provider cannot provide, or cannot provide at the same or

more favorable prices, at which time NRS will be free to turn to other connectivity provider(s), for only those services.

5. Access to Seattle Center communications closets and fiber is subject to Seattle Center control and approval and shall not be reasonably denied, however, access to the closets may not be available 24/7.

#### 6.3.g) No Moshing/Policy Regarding Unsafe Activities at Concerts/Events:

NRS acknowledges that Seattle Center has rules against unsafe activities at events produced on its grounds and in its facilities. These include, but are not limited to, moshing and slam dancing, body surfing, stage diving and other “moshing”-related activities. These rules are available from Seattle Center Sales and Servicing and are included in Exhibit K.

1. NRS will work with the City to enforce these rules and manage crowd activity where such activities might take place, which includes making announcements and posting signage at certain venues.
2. NRS shall inform its artists and performers, in advance, of these policies and shall cooperate with their enforcement. NRS acknowledges that Seattle Center may change these rules from time to time as the City deems is warranted to protect the public’s safety, and the Seattle Center will provide written notice of any such changes to NRS to afford NRS an opportunity to provide notice of the same to its artists and performers.
3. Further, NRS will include current crowd safety best practices as part of its public safety planning, including procedures for how to prevent or respond to developing unsafe situations such as moshing or crowd surges.

#### **6.4 Content:**

NRS has sole discretion over the content and nature of its programming, subject to the limitations of this Agreement, provided that any such content and programming is consistent with the Bumbershoot Essential Characteristics. NRS will provide the public on-site notice of any programming that could be considered adult in nature, or where parental supervision is suggested.

#### **6.5 Ticketing Administration:**

The City acknowledges that NRS is responsible for the selection and oversight of ticketing operations for admission to the Festival, along with the discretion to control ticket scaling and ticket prices, consistent with the City of Seattle legislative authority establishing the Festival. This responsibility is conditioned upon NRS complying with the provision of public benefits via ticketing policies contemplated in Section 10.1.

#### **6.6 No Other Use Authorized:**

NRS shall not use or occupy, or permit, or suffer the use or occupancy of, the Premises for any business or purpose other than that authorized or specified in this Agreement without the prior written consent of the Director.

## **6.7 Festival Reports & Evaluations**

### **6.7.a) Admission Ticket Report:**

On or by October 1 of each Contract Year, NRS shall deliver to the Director a written report specifying the Gross Admission Ticket Receipts and the Adjusted Admission Ticket Receipts (the "Admission Ticket Report"). The Admission Ticket Report shall be in a form reasonably acceptable to the Director and shall, at a minimum, identify (i) the respective and aggregate amounts for Gross Admission Ticket Receipts derived from current year Festival ticket sales for all days, categories and price points and/or any other ticketing subcategory including built in ticketing fees used by NRS with offsite sales and onsite sales separately stated and (ii) an itemized list of deductions use to calculate the Adjusted Admission Ticket Receipts. If any financial report produced by or for NRS after it submits the Admission Ticket Report to the City indicates a discrepancy between amounts reported in the Admission Ticket Report and the after-produced financial report, NRS shall deliver a revised Admission Ticket Report to the Director within one week after the earlier of NRS's production or receipt of the later report. NRS will provide backup materials and audit if requested by the City.

### **6.7.b) City Costs Statement:**

On or before October 15 of each Contract Year, City shall deliver to NRS a written report identifying the Seattle Center Costs, as defined below in Section 7.2.

### **6.7.c) Festival Final Report:**

On or by November 1 of each Contract Year, NRS shall deliver to the Director a programmatic evaluation for the Festival and recap of Seattle Center sponsorship benefits. Recommendations or suggestions for the Seattle Center and the Festival's future use with respect to the planning, organization, staging, production and evaluation of the Bumbershoot Festival at Seattle Center should be included in this report to the Director.

6.7.d) A summary of planning and reporting deadlines is available in Exhibit O.

## **6.10 City Obligations**

### **6.10.a) Readerboards and Digital Signage:**

During the term hereof the City shall provide, free of any license fee, the use of Seattle Center readerboards for the advertising of each Festival on the Friday preceding the opening day of the Festival through midnight of the last day of the Festival. Readerboard content will be featured at minimum two weeks prior to the opening day of the Festival. Other requests for readerboard use by NRS are subject to approved by the Director. In addition to promoting Bumbershoot, all readerboards will continue to promote resident tenants and other upcoming events at Seattle

Center. Only title or presenting level sponsors of the Festival may be included in digital readerboard content.

6.10.b) Mercer Street Elevated Advertising Banner:

If NRS desires to have a banner hung from the Mercer Street elevated walkway to advertise the Festival, NRS shall provide a banner with appropriate dimensions as noted in the Site Guidelines for Producing the Festival at Seattle Center to the Director for hanging by City technical staff at Festival expense. Banner art is subject to the Director's prior written approval, and within three business days from the date such banner art is delivered to the Director, the Director shall approve the banner art or submit a written objection, including the reasons for such objection. The Seattle Center requires delivery of the banner no less than 15 days prior to the Festival. Subject to City of Seattle requirements for street banners, the Director shall arrange for the hanging of such banner as soon as is reasonably possible following the expiration of the display opportunity provided to any other authorized walkway banner displayed, and the removal from such elevated walkway of such banner and its return to NRS as soon as is reasonably possible after the Festival.

6.10.c) Equipment:

NRS may use for the Festival during the term hereof, free of charge, those items of Seattle Center production equipment, including but not limited to stage, sound, and lighting equipment and tables and chairs that the Seattle Center Facility Addenda/Production Guide, McCaw Hall Production Guide and Site Guidelines for Producing the Bumbershoot Festival at Seattle Center or their successors indicate will be available for use in the particular Premises identified in the final Event Order. Equipment use is limited to the facility, location or area in which it resides and as indicated in the Equipment Use Inventory as specified in this Agreement. In the event that some (or all) of the requested items of production equipment are (or become) unavailable for Festival use because of their damage, destruction, or malfunctioning, the Director shall give notice of such fact to NRS as soon as possible after such unavailability becomes known. Production equipment approved and available for use during the Festival shall be made available to NRS no later than the first day of NRS's move-in to the particular Premises facility or area in or with which such equipment is associated or stored, unless such equipment is unavailable. All equipment made available for Festival use by NRS shall be returned to the Seattle Center's direct management and control on (or before) the end of the moveout period specified for the Premises facility or area with which such equipment was associated or stored prior to NRS's move-in. The City shall cooperate with NRS to install, in a timely manner, all stage and production facilities and equipment needed for the Festival, as determined by NRS and as approved for such use by the Director.

NRS is hereby authorized to supplement equipment provided by the Seattle Center and to provide its own labor to setup, move out and operate said equipment subject, however, to the provisions of the agreement(s) by and between The City of Seattle and the Joint Crafts

Council in effect at the time of the Festival unless NRS has a separate agreement with the relevant labor union.

6.10.d) Technical Equipment Operators and Other Staff Services:

The City shall provide Seattle Center technical equipment operators and other staff to meet Festival sound, stage, admissions, security, janitorial and labor requirements as are identified in each approved Event Service Order. The City will also provide a plumber either on-site or on-call, at the City’s discretion, during the Festival as well as during load-in, defined for this purpose as the 48 hours preceding the opening of the Festival to the public. Labor hours for this staff will be paid by NRS unless otherwise agreed upon.

6.10.e) Parking:

Seattle Center Transportation shall provide parking permits, whether physical or electronic, as indicated below:

No. of Passes	Location	User(s)
6	Year-Round Parking Access Cards	Year-round passes for NRS coordinator, sublicensee representatives, and volunteers. Each pass shall be issued to a designated staff member and is non-transferable.
185 validations	Mercer Street Garage	Unreserved parking for the Festival dates only, for performers and volunteers. No in & out privileges are associated with these one-time use validations. NRS will be responsible for the distribution of these validations, whether physically or electronically. Validation must be presented to attendant or equipment upon entry and use shall be only on a space available basis.
30	Parking Access Cards for use at Mercer or 5 <sup>th</sup> Ave N Garage	For Festival Managers for a period one week immediately prior to, and one week after the Festival. NRS will be



		responsible for the distribution and collection of these access cards. NRS will be responsible for the costs associated with replacing lost cards.
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NRS will be responsible for all costs associated with the replacement of lost or damaged parking access cards.

NRS will promote use of Seattle Center parking garages in addition to use of the Monorail in Festival information.

6.10.f) Seattle Center Armory Loft and Meeting Facilities.

Throughout the Term of this Agreement, NRS may reserve, up to four separate dates during each Contract Year 120 days prior to the Festival, free of any additional license fee, such Seattle Center Armory Loft rooms as may be available on dates other than those of the Festival, for Festival-related activities. The availability of additional dates will not be confirmed by the City prior to sixty (60) days in advance of their desired use by NRS. NRS shall reimburse the City for any pre-approved labor incurred as a result of NRS’s use of Armory Loft rooms at the City’s then-current labor rates.

**ARTICLE VII – FINANCIAL TERMS**

7.1 Payments to City for Bumbershoot Festival and Bumbershoot Events

In consideration for the License and the use of Seattle Center facilities under the terms of this Agreement, NRS shall produce the Festival and shall pay the City as provided in this Article VII.

A. Festival Percentage Fee

Beginning in the third Contract Year, and thereafter annually for each Contract Year during the Term, NRS shall pay the City the Festival Percentage Fee. The Festival Percentage Fee payable to the City shall be subject to an annual not-to-exceed cap, which shall be adjusted upward annually according to the following schedule:

Festival Contract Year	Percentage Fee	Percentage Fee Cap
Years 1 and 2	N.A.	
Years 3-7	10% of Adjusted Admission Ticket Receipts	\$250,000 in Contract Year 3, then CPI adjusted annually through the Festival in Contract Year 7
Years 8 – 10	10% of Adjusted Admission Ticket Receipts	\$500,000 in Contract Year 8, then CPI adjusted annually through the Festival in Contract Year 10

Extended Term (if applicable) Contract Years 11-15	10% of Adjusted Admission Ticket Receipts	For Contract Year 11, the CPI adjusted cap for the immediately preceding Contract Year, thereafter CPI adjusted annually
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**B. CPI Adjustment of Festival Percentage Fee**

The Percentage Fee cap shall be adjusted annually for each Contract Year designated for CPI adjustment in the table above, upwards only, in an amount equal to the percentage increase (if any) in the Consumer Price Index for All Urban Consumers (“CPI-U” / 1982-84 = 100) Seattle-Tacoma-Bremerton, WA Area as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor, that occurred during the immediately preceding calendar year. If there is a change in the index base of (1982-84 = 100) or other modification of such index, the City shall apply whatever conversion factors are necessary to establish an adjusted CPI-U that produces the percentage increase in the CPI-U for each such annual period that would have been produced had no change been made in such index by its publisher; and in the event such index is discontinued, the Director and NRS shall mutually select and use for such adjustment purpose a similar index that reflects consumer price changes.

**C. Ticket Fee**

For each Contract Year during the Term, NRS shall pay the City a flat fee per admission ticket sold for admission to the Bumbershoot Festival and for admission to any Bumbershoot Event (“Ticket Fee”) according to the following schedule:

<b>Contract Year</b>	<b>Total Admission Tickets Sold to Festival and Festival Events</b>	<b>Per Ticket Fee</b>
Years 1-2	Less than 60,000	Not Applicable*
Years 1-2	60,000 or more	\$1.00 per admission ticket 60,000 and over (not retroactive to ticket one)
Years 3 – 7	No minimum, Ticket Fee applies to all tickets sold	\$1.00 per admission ticket sold
Years 8 – 10	No minimum, Ticket Fee applies to all tickets sold	\$2.00 per admission ticket sold

Extended Term (if applicable), Contract Years 11-15	No minimum, Ticket Fee applies to all tickets sold	\$2.00 per admission ticket* sold
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\* Separately Ticketed Arena Event. Should a ticketed Festival event take place at Climate Pledge Arena outside of the Bumbershoot Festival dates but utilizing the City Festival Arena Use Dates in accordance with Section 5.2, NRS shall pay the City a \$1.00 Per Ticket Fee regardless of the number of tickets sold and beginning in Contract Year 1.

Multiple Day Tickets. For clarity, in the case of multi-day tickets in a single year, the per-ticket fee will apply for each multi-day ticket (i.e., not each day of the multi-day ticket).

## 7.2 Reimbursement of City and Third-Party Costs

### A. Seattle Center Costs

The Festival Percentage Fee includes staff time of the regular Seattle Center staff working their regular shifts/hours in support of the Festival, the use of the Premises, and Seattle Center Common Areas subject to the provisions of this Agreement, and any Seattle Center-owned equipment that may be available for use during the Festival. NRS shall reimburse all other Seattle Center Costs. As used in this Agreement, “Seattle Center Costs” means the following:

- (i) actual and direct charges for NRS’s scheduled services provided to the Festival by Seattle Center’s technical staff (including but not limited to carpenters, electricians, engineers, painters, plumbers, sound and video operators, stage rigger, stage technicians, stagehands, and admissions personnel) and the non-technical staff (including but not limited to laborers, janitors and ESU) at the then-current Seattle Center in-house labor rates (for salary and benefits only);
- (ii) charges for services normally provided through an Event Order or Event Change Order, including dumpster rental fees and compacted waste disposal for waste generated at the Festival; telephone and internet service provided by the Seattle Center or through the Seattle Center designated provider;
- (iii) if, following the planning and review process described in Section 6.2.i), the final Event Order documents submitted by NRS are incomplete, past due, or deemed by the Director, in the Director’s reasonable discretion, to be incomplete, NRS shall be responsible for any additional costs incurred by the Seattle Center for staff time spent on significant Event Order changes between the final Event Order documents deadline and the Festival dates, and compensation for this staff time will be calculated on an hourly basis at the rate of compensation (including benefits) payable to the Event Service Representative assigned to the Festival;

- (iv) reimbursement of all direct costs incurred by Seattle Center to comply with NRS's requests for additional equipment and services requested or specified in the Event Order, including but not limited to costs for equipment specifically requested by NRS (e.g., parking of refrigerated trucks and ice trucks in Center parking lots);
- (v) damages to facilities or equipment, restoration or replacement of facilities, items or surfaces when needed (normal wear & tear excepted);
- (vi) any other costs to Seattle Center directly attributable to the Festival.

Prior to the finalization of an Event Order, the Seattle Center and NRS shall mutually agree to the level and amount of all services and costs. If NRS requests additional equipment and services after the Event Order has been finalized, except for requests made as a result of a change to the Facility Use Grid, the Seattle Center shall provide NRS a quote for the additional costs associated with the request, but NRS shall be responsible for payment of the additional actual costs.

B. Other City Costs

The Festival Percentage Fee and Ticket Fee for Bumbershoot Events do not include, and NRS shall be responsible for payment of, the following: (i) the fees and charges of any other City department, whether assessed through permit or otherwise, and (ii) costs that are required to be reimbursed to resident organizations associated with use of their leased or licensed facilities according to the terms of the applicable lease or use agreement.

7.3 Payments to City for Use of Mark on Merchandise

In addition to the payments required under this Section, NRS shall pay the City for use of the Marks on merchandise as further described under Section 8.1.

7.4 Time and Place of Payment

A. General Requirements:

Unless otherwise provided, all fees and charges due from NRS under this Agreement are due and payable thirty (30) days after the date of the City's invoice therefore. All payments shall be remitted to the City Finance Director, c/o Seattle Center Accounting Office, 305 Harrison Street, Seattle, Washington 98109, or to such other address as the Director may specify by notice.

B. Bumbershoot Festival Payments

1. Seattle Center Invoice:

On or by October 15<sup>th</sup> of each Contract Year, the City shall invoice NRS for the Seattle Center Costs, providing to NRS as a part of the invoice: a) a report identifying the Seattle Center's direct reimbursable costs attributable to the Festival; and, b) a detail of the labor hours charged to the Festival Event Order. If requested by NRS within 10 business days of date of the invoice, the parties will meet to explain the charges.

2. Festival Percentage Fee and Bumbershoot Festival Ticket Fee Payment:

On or by November 15<sup>th</sup> of each Contract Year, NRS shall pay the City, without demand or invoice, the Festival Percentage Fee and the total Ticket Fees due for that Contract Year's Festival, as reflected in the Admission Ticket Report required under Section 6.7.

3. Amending Payments:

If the final Festival report or any financial report prepared after the NRS Festival report submitted by October 15<sup>th</sup> indicates that additional Festival Percentage Fee or Ticket Fee is due to the City, NRS shall pay such additional funds to the City within thirty (30) days after the date of the Seattle Center invoice for the same; in the event an overpayment has been made, the City shall refund the amount of the overpayment to NRS within thirty (30) days after the date of the Seattle Center's receipt and approval of an invoice for the same.

4. Resolution of Disputed Invoice Items:

a. Meeting May be Requested: If either party disputes any item on the invoice or report of the other, the dispute resolution provisions under Article XIV shall apply.

b. Dispute Not Cause for Nonpayment of Undisputed Invoiced Items: The existence of any good faith dispute regarding invoiced fees and charges shall not be cause for NRS to refuse to pay the City the difference between the total of such invoice and the aggregate amount of the disputed items on such invoice. In the event of a good faith dispute, NRS shall remit the undisputed amount due to the City marked "Partial Payment" without any notation that the payment constitutes "payment in full" or an accord and satisfaction of such dispute.

5. Delinquencies:

All undisputed sums due and owing to the City shall be delinquent if not paid on or before the date due; undisputed delinquent fees and charges shall bear interest at a rate of twelve percent (12%) per annum from the date of delinquency to the date paid.

C. Bumbershoot Events

Within 30 days of any Bumbershoot Event, NRS will submit to the City a report in a form acceptable to the Director that details the ticket fee and merchandise fee and any information to demonstrate calculation of payment due, along with payment.

7.5 Additional NRS Cost Responsibilities

Except as provided otherwise under this Agreement, NRS shall be responsible for payment of all costs resulting from or associated with the Festival and any Bumbershoot Event.

## 7.6 Reports

A. Festival reporting as outlined in 6.7

B. NRS will provide an annual report to the City by January 31<sup>st</sup> of each year, summarizing public benefit and use of the Mark over the previous calendar year.

## 7.7 City Audit Rights

NRS shall establish and maintain an accounting system for NRS's activities that conforms to generally accepted accounting practices, and shall maintain accurate books and records in connection with its activities related to (i) the Festival, (ii) Bumbershoot Events, including any events that use the Marks (e.g., Bumberworks), (iii) the costs of production and all revenue generated by merchandise that utilizes the Marks, whether alone or in combination with any other mark, and (iv) any other document supporting the determination of payments due to the City under this Agreement ("Agreement Records"). NRS shall retain Agreement Records generated in each Contract Year for a period of no less than six years from December 31<sup>st</sup> of each Contract Year during the term. NRS shall ensure that an independent audit regarding NRS's Festival activities is prepared and that a separate copy of such audit is delivered to the Director on or by June 30<sup>th</sup> of the following year for each Festival. City shall have the right, upon reasonable notice being given to NRS, to review and to audit, during normal business hours, all Agreement Records maintained by NRS. If, upon examination of NRS's records, it is discovered that the sums due from NRS to the City have been understated or overstated, City shall notify NRS of the deficiency (or overpayment) and the appropriate party shall promptly reimburse the other for the deficiency or overpayment.

## 7.8 Bumbershoot Event Dates, Times and Locations.

This Agreement does not give NRS any right to use City-owned property under the jurisdiction of another department. If requested by NRS, the Seattle Center will collaborate with NRS to identify possible locations owned, leased, operated or controlled by the City for use by NRS for Bumbershoot Events, provided that NRS shall remain responsible for directly arranging for the with the City department with jurisdiction over the property.

## **ARTICLE VIII – CATERING AND CONCESSIONS**

### 8.1 Merchandise, Programs & Novelties

A. NRS and its authorized concessionaire(s) are hereby authorized and licensed:

(a) to sell photographs, posters, art works, crafts, printed materials, clothing and video and audio recordings or other media related to the Festival and any approved Bumbershoot Events;

(b) to sell souvenir items related to the Festival and approved Bumbershoot Events, but not souvenir items related to Seattle Center generally or depicting the Seattle Center Logo.

B. Novelties

NRS may approach the City's novelty sales provider with the intent to reach an agreement for use of their permanent or semi-permanent selling locations within McCaw Hall. If an

agreement cannot be reached, NRS may set-up portable booths for sales consistent with the marketing image guidelines set by Seattle Center for each facility and consistent with all fire code requirements.

C. Merchandise Sales

For all merchandise sold using the Seattle Center Logo and/or Bumbershoot Marks, NRS shall pay the City in accordance with the following table:

Year	Merchandise Sales	Fee to Seattle Center
Years 1 – 2	Festival Merchandise*	No fee
	Non-Festival Merchandise**	No fee
Years 3 – 7	Festival Merchandise	10% gross sales
	Non-Festival Merchandise	10% net sales
Years 8 – 15	Festival Merchandise	15% gross sales
	Non-Festival Merchandise	10% net sales

\* Festival Merchandise means all merchandise sold during the annual Festival, including any events at Climate Pledge Arena or off-campus events that are part of the Festival.

\*\* Non-Festival Merchandise means any merchandise utilizing the Bumbershoot and/or Seattle Center marks sold outside the annual Festival timeframe.

8.2 Food & Beverage

With the exception of McCaw Hall, NRS and its authorized caterers and concessionaire(s) are hereby authorized and licensed to sell food and beverages, including beer, wine, and liquor as authorized by the State liquor board.

A. Authorized Locations for Food and Beverage Concession Activity:

The food and beverage concession sales activity authorized by this Agreement shall be undertaken in, and from, only those Seattle Center facilities or portions of the Seattle Center grounds where a third-party has not been granted concession rights, unless otherwise approved in writing by the Director. As of the Effective Date, the Armory and McCaw Hall have exclusive concession rights and are excluded from NRS’s authorization to conduct food concession sales. The locations in which NRS and its authorized caterers and concessionaires may sell alcoholic beverages shall be subject to the Director’s approval in consideration of resident tenant or campus impacts, *provided, however,* that the Director shall not unreasonably restrict such sales.

B. Prohibited Food Packaging Material:

NRS shall not dispense, or allow distribution to the general public of, any food or beverage container made of glass or of any material that is currently or hereinafter prohibited by City ordinance or municipal code (i.e., polystyrene, per SMC 21.36.084). NRS and each of its concessionaires that offer any food or beverage for sale on or from the Premises shall serve such food only in or on containers that comply with applicable law, including SMC 21.36.086.

### 8.3 Authorized Caterers, Concessionaires and Vendors

A. On or before July 20 of each Contract Year, NRS shall submit for the Director's approval, a list of those vendors authorized to sell concessions or merchandise at the Festival. Approval shall be granted or withheld solely based on existing agreements for each facility and on-grounds location; such approval shall not be unreasonably withheld. The Director shall approve or provide a written objection, including the basis for such objection, within 30 days from the date such vendor list is provided to the Director.

#### B. Armory Merchants:

NRS shall not impose on any Armory lessee or licensee any condition or requirement for participation as a Festival concessionaire or sponsor that is different from that imposed on any other Festival concessionaire or sponsor offering for sale or rent comparable product(s), i.e., food, beverages, merchandise or services. Any condition or requirement imposed by the City under this Agreement on any NRS concessionaire shall also apply to any Armory lessee or licensee that participates as a Festival Concessionaire or sponsor, provided that the conditions under this Agreement shall not be applicable to the business activities conducted from the lessee or licensee's leased premises in the Armory.

#### C. Acknowledgment of Authorization:

All individuals and business entities authorized by NRS to engage in such concession activity during the Festival shall obtain from NRS and display on their person or place of business on the Premises, official acknowledgment of such permission in a form subject to the Director's approval.

### 8.4 Standards of Items for Sale:

All items offered for sale or rent on or from the Premises by NRS or any of its concessionaires shall meet the following guidelines:

All canned edible food products sold on the Premises shall be approved by the U.S. Department of Agriculture and of the quality commonly known as "fancy" or "U.S. #1;" baked goods, dairy and other food products shall not be served or used after their pull dates. Neither NRS nor any of its concessionaires shall offer for sale at or from the Premises any meat product containing texturized vegetable protein or another meal, grain or filler product unless labelled as such; or any souvenir relating to Seattle or Seattle Center, generally, rather than the Festival; or any product that uses the Seattle Center Logo; or any cigarette, cigar, or other product containing tobacco or marijuana.



8.5 Misbranded and Misrepresented Products:

Neither NRS, nor any of its concessionaires, shall offer for sale or rent on the Premises any food, beverage or other merchandise or service that is misbranded, or otherwise misrepresent the size, quality, capabilities, or characteristics of any such food, beverage, merchandise or service.

8.6 Recycling:

NRS shall secure and have installed on the Premises for the duration of the Festival, at no cost to the City, appropriate containers for the recycling of all solid waste products that are locally accepted for recycling. NRS, at no cost to the City, shall require each of its food and beverage concessionaires to collect, sort and separate, all solid waste products generated by its activities and events on the Premises, and to recycle all such products that are locally accepted for recycling. NRS shall ensure that each separately sorted category of waste products is placed in a separate appropriate receptacle, which receptacles shall be dumped or removed from the Seattle Center at such minimum frequency as is specified by the Director. NRS shall specifically require each of its food and beverage service concessionaires not to combine any glass, plastic or aluminum containers with such concessionaire's non-recyclable garbage, and vice versa. Additionally, NRS shall require each of its food and beverage service concessionaires to separate out and properly dispose of food waste and acceptable food-soiled paper products in the appropriate receptacles. The City reserves the right to refuse to collect or accept from NRS and any of its concessionaires any waste product that is not sorted and separated as required by law, ordinance, rule or regulation, and to require NRS to arrange for the collection of the same at NRS's sole cost and expense using a contractor satisfactory to the Director. NRS shall pay all costs, fines, penalties, and damages that may be imposed on the City or NRS as a consequence of NRS's failure to comply with the provisions of this Subsection.

## **ARTICLE IX – SPONSORSHIPS AND PUBLICITY**

9.1 Major Sponsor; Temporary Sponsorships and Exclusive Advertising and Sponsorship

A. Major Sponsorship

As part of the consideration for the License and use of City facilities, the Seattle Center shall be provided the benefits of a "Major Sponsor" of the Festival. No later than thirty days after the Effective Date, and by May 1 of each calendar year during the Term thereafter, NRS shall provide the City with a "Major Sponsor" package identical or equivalent to those afforded all other "Major Sponsors" that includes all promotional benefits, the value of said benefits, and the implementation of said benefits. At that time, the City shall provide NRS with its promotional support strategy for the Festival. NRS shall use the Seattle Center Logo to indicate that the Seattle Center is a Major Sponsor subject to the City's prior written approval.

B. Non-Festival Sponsor Recognition

NRS will recognize Seattle Center as an official sponsor of all activities and events utilizing the Marks. NRS shall use the Seattle Center Logo to indicate that the Seattle Center is an official sponsor subject to the City's prior written approval.

### C. Festival Sponsorships

NRS has the right to sell Festival sponsorships in unlimited categories and scope as long as they do not conflict with the License, including the Excluded Uses under Section 3.11, or conflict with Seattle Center sponsor agreements made by the Seattle Center on a year-round basis that have exclusive rights that are communicated to NRS in writing. NRS acknowledges that on-site activation for such sponsorships are temporary in nature, specifically limited to the number of days that the Festival will occur, for each Festival year. Temporary signage and activations may not interfere with existing on-site signage tied to year-round campus sponsors. Additionally, NRS's right to sell sponsorships associated with the Bumbershoot brand excludes any rights to sell sponsorships associated with Seattle Center or using Seattle Center Logo. NRS may not authorize the purchasers of the Festival sponsorships to use the Marks (e.g., in connection with promotions created by such purchasers in which they claim to be a sponsor of the Festival) without the City's prior written approval.

## 9.2 Media Rights

Unless prohibited under any contract to which NRS or the City is a party, the City shall have the non-exclusive right, subject to artist approval and securing any and all necessary consents, releases and clearances, to take photographs and to record (in audio or video forms, or both) any and all activity during any Festival, including but not limited to entertainment, without any additional compensation having to be paid to NRS, or any of the other's employees or members; *provided*, however, that permissible audio or video recording under this Section by the City will be used by the City only for archival or public purposes, which may include promotion of Seattle Center, that do not commercially exploit such content. NRS, on behalf of itself, its employees, and its sublicensee, hereby authorizes the use of such photographs and recordings by the City for public information and City's Festival promotion purposes only, subject to NRS and its sublicensee's prior written approval. NRS and its sublicensee reserve all rights owned by NRS not otherwise granted herein. If requested by the City pursuant to a third-party sponsorship agreement, NRS will blur or cover any such City sponsor's name or logo that is captured in photographs or video.

## 9.3 City Use of Graphics

The City may use any and all Festival graphics free of charge consistent with the Bumbershoot Essential Characteristics. NRS shall have the right to review and comment, (within three (3) business days) upon the City's intended use of such Festival graphics.

## 9.4 Publicity and Background Materials

NRS shall timely furnish the Director with background materials regarding participants in the Festival and Bumbershoot Events upon reasonable request. NRS shall provide the City with

marketing plans and samples of marketing materials reasonably in advance of the event being marketed (whether the Festival or a Bumbershoot Event).

#### 9.5 Booth Option

NRS will provide the City the option to have one (1) 10'x10' promotional booth space without charge at the Festival to make direct contact with attendees to promote Seattle Center programs, partnerships, projects and events. The booth location will be subject to mutual agreement of both parties. The City is responsible for all costs associated with operating the booth space, including but not limited to: staffing, equipment, booth, booth signage, merchandise, electrical needs, and other expenses related to the day-to-day operations of such promotional booth. Operation of the promotional booth is further subject to the terms in the Sponsor Booth License Agreement (Exhibit P). The City will be permitted to sub-license the booth to a non-competitive sponsor or partner provided it has obtained the prior consent of NRS.

#### 9.6 Cross-Promotional Activities

NRS shall develop and implement a cross-promotional strategy in cooperation with the Director, whereby Seattle Center may promote itself, events, and activities using NRS's communications and promotional tools, subject to NRS's reasonable approval. NRS may promote events and activities by way of the Seattle Center marketing/communications platform and use Seattle Center's promotional tools only with the Director's approval. The Director shall confirm approval or provide a written objection, including the basis for such objection, within 10 business days from receipt of a request from NRS regarding cross-promotional activities.

#### 9.7 Promotional Materials; Incorporation of Seattle Center Logo

NRS shall incorporate the Seattle Center Logo on all its collateral pieces, advertisements, website, and all press releases. The Seattle Center Logo shall be the same size as is comparable to the publicity accorded non-governmental sponsors that provide cash or in-kind services to NRS in an amount equivalent to the value of the City-provided space and equipment. NRS shall, to the extent possible, include in any promotional material imprinted or published or otherwise produced by or on behalf of NRS that refers to the Premises, including not limited to the advertisements, posters, programs, but not including tickets, notice that the Premises are located at the Seattle Center.

#### 9.8 Linked Websites and Social Media

During the Term of this Agreement, the Parties shall maintain a link between their respective websites and official social media channels.

### **ARTICLE X – PUBLIC BENEFITS AND SOCIAL EQUITY**

#### 10.1 Public Benefits

NRS acknowledges that the City’s willingness to grant NRS the License and enter this Agreement is conditioned, in part, on NRS’s commitment to provide robust public benefits that are aligned with the Bumbershoot Essential Characteristics. Accordingly, no later than 120 days before the first day of each Festival during the Agreement, NRS shall provide a public benefit plan to the Director for the Director’s approval. Within 10 business days after receipt, the Director shall approve the benefit plan or shall provide NRS with a written objection, including the reasons for such objection. NRS and its sublicensees will center the public benefits associated with the Bumbershoot Mark around four pillars: (1) **Education**, (2) **Community**, (3) **Accessibility**, and (4) **Art**.

- **ACCESSIBILITY:** NRS shall work with the City to identify mutually agreeable free or low-cost access to Bumbershoot-branded programs (i.e., free public programming offerings, early bird ticket sales at reduced costs).
- **EDUCATION:** NRS shall engage the community through its BumberWorks education, training and workforce development program, to include entry-level training and internship opportunities for underrepresented youth, advanced training for existing venue employees from underserved communities, and advice and mentorship for venue staff, management and owners. Additionally, NRS commits to uplifting BIPOC, LGBTQIA and other marginalized communities through its BumberWorks program, as well as through its hiring practices and a commitment to presenting diverse programming.
- **COMMUNITY:** NRS commits to engaging the community via inclusive year-round education programs reaching across the PNW; active engagement with community stakeholders, arts organizations, non-profits and underserved communities; and
- **ARTS:** NRS programming will focus on an “Arts First” lens that spotlights and relies on local arts and social justice ecosystems.
- NRS will strive toward a goal of 25% or more WMBE businesses contracted for the Festival.

## 10.2 City Support of Public Benefits

In 2023, the City will provide a one-time allocation of \$100,000.00 as established in the 2023 City budget, to support the initial implementation costs of the public benefit associated with the Festival. Payment will be disbursed to NRS or its designated sublicensee as follows:

- A. Payment #1 of \$50,000.00 upon receipt and City approval of a detailed written plan for public benefit in 2023, to include initial implementation of the education program; and
- B. Payment #2 of \$50,000.00 upon receipt of a final written report from NRS or its designated sublicensee following completion of the education program for 2023.

## 10.3 Inclusion of WMBE Firms.

NRS shall make good faith efforts to seek and include the participation of woman and minority business enterprises (WMBEs) in subcontracting opportunities relating to the activities of this Agreement. For purposes of this Agreement, a WMBE is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms are not required to be certified by the State of Washington but should be registered in the City Online Business Directory. Inclusion

efforts may include advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making schedule or requirement modifications that assist WMBE businesses to compete, targeted recruitment, mentorships, using consultants or minority community organizations for outreach, and selection strategies that result in greater subconsultant diversity.

#### 10.4 Labor Harmony.

NRS acknowledges that labor disputes may lead to work stoppages that may adversely impact the Festival, and further acknowledges that the City has an interest in ensuring that labor disputes do not adversely impact the goodwill associated with the Mark. Accordingly, NRS shall conduct its activities under this Agreement, and shall require its sublicensees, contractors, and concessionaires to conduct their activities associated with the Bumbershoot Mark or on the Premises, in a manner that does not prevent union organized labor from meeting with employees, and negotiating in good faith with the organizations that represent or are seeking to represent employees.

### **ARTICLE XI – INDEMNIFICATION**

NRS shall defend, indemnify, and hold harmless the City, its officers, agents, employees, and its lessees and licensees whose Premises are used under this Agreement (the “City Parties”) from any and all third-party claims, liabilities, damages, costs, and expenses, including the City’s reasonable attorneys’ fees associated with third-party claims (collectively, “Claims”), to the extent arising from (i) NRS’s use of the Premises or Seattle Center Common Areas, (ii) any claimed or actual infringement or violation of any intellectual property rights of any third party by NRS or any of its sublicensees, concessionaires, or contractors, (iii) NRS’s production of the Festival or Bumbershoot Events, including the activities of any of NRS’s sublicensees, concessionaires, contractors, or invitees, (iv) NRS’s breach of this Agreement. Notwithstanding the foregoing, NRS shall not be obligated to indemnify, defend or hold harmless the City, its officers, agents or employees against any Claims incurred by the City, its officers, agents or employees, to the extent that the alleged infringement arises out of the use by NRS or any of its sublicensees of the Marks, Bumbershoot Domain Name or the Seattle Center Logo in accordance with the terms of this Agreement where the infringement would not have occurred but for NRS’s use in accordance with this Agreement. In addition, NRS’s obligation to defend, indemnify and hold harmless the City against liability for damages arising out of the bodily injury to persons or damage to property or other liabilities shall not apply to the extent caused by or resulting from the sole negligence, breach of this contract, the sole negligent acts or omissions of the City, or willful misconduct of the City or any of its officers, employees or the City’s authorized agents. For purposes of this section and the avoidance of any doubt, neither NRS, nor any of its assigns or sublicensees, nor their respective employees, contractors, agents and invitees shall be considered authorized agents of the City. If any claim, suit, or action is brought against the City for which NRS is required to defend the City under this Section, then upon notice to NRS of the claim or action, NRS shall defend or settle the same at no cost and expense to the City, and promptly satisfy any final judgment adverse to the City; provided, that if the City determines that one or more principles of governmental or public

law are involved, the City retains the right to participate in the claim or action and the City shall be responsible for any additional expense resulting from its participation.

To the extent allowed by law, the City shall indemnify, defend and hold harmless NRS, its assignees, sublicensees, agents, and employees from any and all third-party claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, to the extent arising from (i) the City's negligence or that of any of its employees, sublicensees, contractors, agents, or invitees in connection with any Festival or Bumbershoot Event, (ii) the claimed or actual infringement or violation by the City of any intellectual property rights of any third party, or (iii) any breach of this Agreement by the City. For purposes of this indemnification and the avoidance of any doubt, neither the City, nor any of its sublicensees, nor their respective employees, contractors, agents and invitees shall be considered authorized agents of NRS. If any claim, suit, or action is brought against the NRS for which the City is required to defend the NRS under this Section, then upon notice to the City of the claim or action, the City shall defend the same at no cost and expense to the City, and promptly satisfy any final judgment or settlement adverse to NRS.

The indemnifying party will not be responsible for any settlement made by the indemnified party without the indemnifying party's consent. The indemnifying party may not settle or publicize any indemnifiable claim without the indemnified party's consent.

For purposes of this Agreement only, each of the parties specifically and expressly waives, with respect to the other, its immunity and limitation on liability under any industrial insurance legislation including but not limited to Title 51 RCW, but only with respect to the other party and to the extent necessary to provide a complete defense and indemnity as provided under this Section. Each party acknowledges that this waiver was specifically entered into after mutual negotiation.

The indemnification obligations set forth in this section shall survive the expiration or earlier termination of this Agreement.

## **ARTICLE XII – INSURANCE**

NRS shall cause to be maintained continuously throughout the term of the Agreement, at no expense to the City, minimum coverages and limits of insurance as shown in Exhibit F.

## **ARTICLE XIII – LEGAL COMPLIANCE**

### **13.1 General Obligation**

NRS, at its sole cost and expense, shall carry out or cause to be carried out all activities relating to this Agreement and shall use or cause to be used all City facilities made available under this Agreement in compliance with (i) all applicable laws of the United States and the State of Washington; (ii) the Charter and ordinances of The City of Seattle; and (iii) rules and regulations of the Seattle Center, Fire, and Police Departments, and the Seattle-King County Department of Public Health, and their respective successors. NRS shall use commercially reasonable efforts to ensure Festival and Bumbershoot Event attendees comply with applicable laws, rules, and regulations, which efforts include cooperating and coordinating with Seattle Center security. NRS

shall include the requirements of this Section in all contracts for the Bumbershoot Festival and Bumbershoot Events that take place on City property or that include use of the Marks.

Provisions of this Agreement which state requirements for compliance with specific laws shall not be deemed to limit, excuse, or otherwise modify the general and comprehensive obligations of this Section 13.1.

### 13.2 Permits; Licenses

At no expense to the City, (i) NRS shall secure and maintain in full force and effect during the term of this Agreement all licenses, permits, and regulatory authorizations required for NRS's business; and (ii) NRS and its permitted subcontractors, concessionaires, and sublicensees shall, collectively, secure and maintain in full force and effect during the term of this Agreement all licenses, permits, and regulatory authorizations required for the activities of this Agreement. NRS shall comply with all permit, license, and regulatory requirements applicable to performance of this Agreement.

### 13.3 Taxes

NRS shall pay, and shall require its sublicensees to pay, before delinquency, all applicable taxes, levies, and assessments of whatever kind or nature are imposed or become due during the term of this Agreement and arise from any of the activities relating to the production of the Festival, Bumbershoot Events, use of City property, and any other tax arising from NRS's activities under this Agreement. If the State of Washington makes any demand upon City for payment of any tax resulting from NRS's use or occupancy or any portion of the Premises, the production of the Festival, or the conduct of any activity subject to tax, or if the State withholds funds due to City to enforce collection of leasehold excise or any other tax, NRS, at its sole expense, shall defend and indemnify the City for all sums expended by or withheld by the State from the City. NRS shall have the right to contest any tax or withholding by proper legal proceeding, but this shall not be deemed or construed in any way to relieve NRS from the obligation to pay any such taxes. The City shall not be subjected to any liability or for the payment of any costs or expenses in connection with any such proceeding brought by NRS, and in addition to any other indemnification obligation under this Agreement, NRS hereby covenants to indemnify and hold City harmless from any such costs or expenses. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

### 13.4 Nondiscrimination

NRS shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

### 13.5 ADA

NRS acknowledges that the Americans with Disabilities Act, 42. U.S.C. Sec. 12101 et seq., as amended from time-to-time (ADA), requires that programs, services, and other activities provided

by a public entity to the public, whether directly or through a third party, must be accessible to individuals with disabilities. Without limiting the general obligation under Section 13.1, in performing its services and obligations under this Agreement and at no additional cost to the City, NRS shall comply with all applicable provisions of Title II of the ADA and any and all other applicable federal, state and local disability laws and regulations, including but not limited to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et.seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60. NRS shall not deny participation in the Festival or Festival activities to people with disabilities on the basis of such disability. Compliance may include, but not be limited to, the following:

1. Provide accessible ticketing services.
2. Provide alternate forms of communication, if requested.
3. Make Festival programs provided to the public accessible; and
4. Increase general awareness of and sensitivity to people with disabilities.

In complying with the obligation set forth in this Section 13.5, NRS shall not be responsible for any ADA compliance issues to the extent such issues are (i) attributable to the physical condition of the Premises provided by the City, and (ii) not due to any physical programming set-up or other modification of the Premises by NRS.

#### 13.6 Lien-Free Premises

NRS shall keep the Premises free from any liens of mechanics, materialmen, laborers, surveyors, engineers, architects, artisans, contractors, subcontractors, suppliers, or any other mortgage or lien of any kind whatsoever (a “Lien”) that arises in any way from NRS’s production of the Festival, Bumbershoot Events, or other activities under this Agreement, including activities of NRS’s sublicensees (“Lien”). If any Lien is asserted or filed by any person or entity performing labor or services or furnishing materials or supplies to the Festival or the Premises, within sixty (60) days of notice of the Lien, NRS shall pay off in full, bond over, or discharge the same. NRS reserves the right to contest the validity or amount of any Lien in good faith provided that, within sixty (60) days after the filing of the Lien, NRS either discharges the lien or records a bond which is consistent with the requirements of RCW 60.04.161 until conclusion of the contested action. In any case, NRS shall hold the City harmless from any and all costs associated with any Lien.

#### 13.7 Public Records

NRS acknowledges that the City is subject to the Public Records Act, Chapter 42.56 RCW (the “Act”). This Agreement, including all exhibits, and all records and communications between NRS and the City relating to the administration of this Agreement are public records and may be released by the City in response to a request made under the Act. If the City receives a request for any records which are associated with this Agreement, including the City’s audit rights, that are deemed public records under the Act, as reasonably determined by the City, and such records are in the custody of NRS, then upon written notice from the City that such records are needed, NRS shall cooperate and shall either (i) make all public records promptly available to the City for disclosure, or (ii) if NRS believes that such records are not public records or are exempt from disclosure under the Act, NRS may request that the City allow NRS time to apply to a court for a



protective order within ten (10) days following City's request for the records. Unless NRS obtains a protective order preventing disclosure, the City shall have no liability to NRS for release of any public records in accordance with the Act.

## **ARTICLE XIV – DISPUTE RESOLUTION**

### **14.1 General Approach to Dispute Resolution.**

The City and NRS shall each make best efforts to resolve any disputes relating to this Agreement or matters relating to their respective rights and obligations under this Agreement, as expeditiously as possible, in a manner that protects the goodwill associated with the Bumbershoot Mark, and through negotiations at the decision-making level appropriate to the nature of the dispute. Additionally, the Parties shall cooperate to resolve disputes in a timeframe that avoids interruption of the Festival. If the Parties are unable to resolve a dispute notwithstanding such efforts, then before and as a condition to filing any litigation to resolve the dispute, the Parties agree to follow the dispute resolution process in this Article XIV.

### **14.2 Referral to Executives.**

If a dispute remains unresolved at the lower-decision making level, the matter shall be referred to the Director and the CEO of NRS. The Director and CEO shall directly confer, whether virtually or in person. If the Director and the CEO are unable to resolve the dispute within a timeframe reasonable under the circumstances, but in any case no later than thirty (30) days following referral to them, then upon the written request of either Party, the Parties shall proceed to non-binding mediation.

### **14.3 Mediation.**

Within ten (10) business days of receipt of a written request for mediation, the Parties will agree to a third-party neutral to mediate the dispute. If the Parties are unable to agree upon a mediator within ten (10) business days, then at the written request of either Party, the Parties agree to have a mediator appointed by the Seattle Office of Judicial Dispute Resolution, LLC, or any similar organization. Mediation shall be scheduled at a mutually agreed-upon time and both Parties shall participate in good faith and shall equally share the cost of the mediation. If the dispute remains unresolved following mediation, either Party is free to pursue a lawsuit or other legal means of resolution.

### **14.4 Reserved Matters.**

The dispute resolution process in this Section shall not apply to any claims or disputes that relate to infringement of the Bumbershoot Mark or the City's rights in the Bumbershoot Mark. While the Director may agree, in writing, to mediate such disputes, it shall not be a condition to any court process, including but not limited to an injunction, and the City reserves the right to take any action that the Director determines, in the Director's sole discretion, is necessary or advisable to protect the City's interests in the Bumbershoot Mark.

## ARTICLE XV – DEFAULT AND REMEDIES

### 15.1 NRS Default Defined.

NRS shall be in breach (“NRS Default”) under this Agreement in any of the following circumstances:

- (i) NRS fails to produce the annual Festival in any year without written excuse from the City.
- (ii) NRS fails to provide the insurance required under this Agreement and the failure (a) exists at any time during a Festival, or (b) continues for more than five (5) days following written notice from the City.
- (iii) NRS has granted a sublicense that violates the provisions of this Agreement or has assigned its interest in this Agreement without the prior written consent of the Director.
- (iv) The filing of a petition for NRS bankruptcy, or for reorganization of NRS, or the adjudication of NRS as being bankrupt or insolvent; or the appointment of a receivership for NRS if such appointment remains in force or unstayed for a period of thirty (30) days.
- (v) NRS is using the Marks in a manner that is not in compliance with the License as determined in the Director’s reasonable, good faith discretion, and NRS does not cease and desist the non-compliant use and cure such non-compliance within five (5) business days of written notice or such other time period that the City may agree to in writing; provided, that NRS shall not be in NRS Default if the nature of the cure requires more than five (5) business days to complete and NRS has commenced the cure within five (5) business days after the City’s written notice and thereafter NRS cures such noncompliance within thirty (30) days.
- (vi) NRS has failed to pay the City any money in the time due under this Agreement and the failure (i) continues for more than thirty (30) days following written notice from the City and (ii) the payment is not the subject of a bona fide dispute being addressed through the dispute resolution process under Article XIV.
- (vii) NRS has failed to comply with or has violated any other term or provision of this Agreement, including, without limitation any failure to pay the City any amount due under this Agreement, if the failure or violation continues after written notice from the City specifying (a) the failure or violation, (b) the requested cure, and (c) a reasonable period of time for the cure, which shall not be required to exceed thirty (30) days; provided that NRS shall not be in NRS Default if the nature of the cure requires more than thirty (30) days to complete and NRS has commenced the cure within thirty (30) days after the City’s written notice and thereafter NRS diligently pursues the cure to completion.

## 15.2 City's Remedies for NRS Default.

If NRS is in NRS Default, the City may, in its sole discretion, exercise any one or more of the following remedies:

- (i) Cure the NRS Default on NRS's behalf and thereafter charge the actual cost to NRS, which charges shall be due and payable by NRS within thirty (30) days of invoice from the City;
- (ii) Seek specific performance or other equitable or injunctive relief;
- (iii) Recover monetary damages permitted at law; and
- (iv) Terminate this Agreement by written notice to NRS, which termination shall automatically terminate NRS's License to use the Mark, NRS's right to use the Premises, and NRS's right to produce the Festival and Bumbershoot Events, and which shall further entitle the City to re-license the Mark and to produce the Festival through its own efforts or through a third-party.

## 15.3 City Default Defined.

The City shall be in breach ("City Default") under this Agreement under any of the following circumstances:

- (i) The City breaches Section 5.3.C of this Agreement.
- (ii) The City fails to comply with or violates any other term of this Agreement if the failure or violation continues after written notice from NRS specifying (a) the failure or violation, (b) the requested cure, and (c) a reasonable period of time for the cure, which shall not be required to exceed thirty (30) days; provided that the City shall not be in City Default if the nature of the cure requires more than thirty (30) days to complete and the City has commenced the cure within thirty (30) days after NRS's written notice and thereafter the City diligently pursues the cure to completion.

## 15.4 NRS's Remedies for City Default.

If the City is in City Default under this Agreement, NRS may, in its sole discretion, exercise any one or more of the following remedies:

- (i) Cure the Default on the City's behalf and thereafter charge the actual cost to the City, which charges shall be due and payable by the City within thirty (30) days of invoice from NRS;
- (ii) Seek specific performance or other equitable or injunctive relief;
- (iii) Recover monetary damages permitted at law; and
- (iv) Terminate this Agreement by written notice to the City, which termination shall automatically terminate NRS's obligation to produce the Festival and its License to use the Mark and to use the Premises, and which shall further entitle the City to re-license the Mark and to produce the Festival through its own efforts or through a third-party.

#### 15.6 Remedies cumulative.

The remedies specified in this Agreement are cumulative, and neither Party shall be deemed to have waived the right to any remedy allowable at law or equity by virtue of exercising any right specified in this Agreement.

### **ARTICLE XVI – GENERAL PROVISIONS**

#### 16.1 No Assignment; Permitted Sublicenses

The rights granted by the City to NRS under this Agreement are based, in part, on NRS's skills, vision for the Festival, partnerships, and expertise, and are personal to NRS. As a result, NRS shall not assign this Agreement in whole or in part, whether voluntarily, through bankruptcy, re-organization, sale of assets, or operation of law, without the Director's approval; provided that City agrees to consider in good faith any proposed assignment by NRS to TS. The City shall not assign this Agreement in whole or in part, whether voluntarily, through bankruptcy, re-organization, sale of assets, or operation of law, without the prior written approval of NRS. All of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the respective parties.

#### 16.2 No Waiver

No failure or delay of either Party in any one or more instance to (i) exercise any power, right, or remedy under this Agreement or (ii) insist upon the strict performance by the other Party of any provision of this Agreement shall operate as a waiver, discharge, or limitation of a Party's rights under this Agreement. Nothing other than a written document signed by the Director and specifically declaring the intent to waive a particular breach by NRS or other requirement under this Agreement shall constitute a waiver of any of City's rights under this Agreement. Nothing other than a written document signed by authorized officer of NRS and specifically declaring the intent to waive a particular breach by City or other requirement under this Agreement shall constitute a waiver of any of NRS's rights under this Agreement. The waiver of any right to performance or compliance with this Agreement in a specific instance shall not operate as a general waiver of any subsequent failure to perform or comply with this Agreement.

#### 16.3 Amendments

No alteration or modification or waiver of the terms or conditions of this Agreement shall be valid and binding unless made in writing and signed by the authorized representatives of the Parties hereto.

#### 16.4 No Third-Party Beneficiaries

Notwithstanding public benefits and other provisions of this Agreement that are intended to provide programming, events, and benefits to the public generally, there are no intended direct third-party beneficiaries under this Agreement, and the rights and obligations under this Agreement are personal to and only enforceable between the City and NRS.

#### 16.5 Relationship of Parties; No Partnership

The relationship of NRS to the City at all times under this Agreement shall be that of an independent contractor. The City and NRS do not intend to be and shall not be construed to create a partnership or joint venture associated with the presentation of the Festival or any Bumbershoot Event or by virtue of this Agreement. Neither party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party.

#### 16.6 Governing Law; Jurisdiction and Venue

This Agreement shall be interpreted and construed under Washington Law. Jurisdiction and venue for any action under this Agreement shall be in the Superior Court of the State of Washington for King County, provided that for any action relating to the Bumbershoot Mark, the City shall have the right to seek jurisdiction and venue in Federal Court for the Western District of Washington. By entering into this Agreement, each Party consents to such jurisdiction and venue.

#### 16.7 Force Majeure

Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement when and to the extent the failure or delay is caused by or results from force majeure. As used in this Section, force majeure means: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) epidemics or pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (e) government order, law, or action; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances that are not covered by the collective bargaining or labor harmony requirements of this Agreement; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; or (j) other similar events beyond the reasonable control of the impacted Party. For the avoidance of doubt, the occurrence of a force majeure event or condition shall excuse performance the obligations of the Parties only for the duration and to the extent performance is prevented or limited by a force majeure event or condition, and shall not provide either Party the ability to terminate this Agreement.

#### 16.8 Invalidity of Provision

Should any part, term, portion, or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any governmental restrictions, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

#### 16.9 Negotiated Agreement

The Parties to this Agreement acknowledge that it is a negotiated document, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against either Party on the basis of that Party's drafting of any part of this Agreement.

## **ARTICLE XVII – NOTICE; ENTIRE AGREEMENT**

### 17.1 Notices

All written notices under this Agreement shall be delivered to the designated representative and address as follows:

City: Seattle Center

Attn: Seattle Center Director  
305 Harrison Street  
Seattle, WA 98109

NRS: New Rising Sun  
c/o Third Stone  
415 1st Ave. N.  
PO Box 9757  
Seattle, WA 98109  
Attn: Steven Severin

Notices may be delivered by personal delivery, Federal Express or other overnight courier service, or United States mail postage prepaid, and shall be deemed received as follows: (i) date of personal delivery (ii) first business day after the date of deposit with FedEx or overnight courier, or (iii) three (3) business days after deposit in U.S. mail. Each Party may change its representative and address for notice by providing written notice to the other Party as provided in this section.

### 17.2 Entire Agreement

This Agreement, including Appendix A, the exhibits and any document which by its reference forms a part hereof, constitute the entire agreement between the parties concerning the subject matter herein. If there is any conflict between an exhibit and the body of this Agreement, the body of this Agreement shall govern to the extent necessary to resolve the conflict.

Exhibits:

Exhibit A Seattle Center Site Guidelines for Producing Major Festivals

- Exhibit B Seattle Center Facility Addenda/Production Guide – Campus Facilities (Armory Food & Event Hall, Armory Lofts, Exhibition Hall, Fisher Pavilion, Outdoor Use Addendum, Northwest Courtyards/DuPen Fountain Map. Addenda subject to change.)
- Exhibit C Noise Abatement Plan
- Exhibit D Fisher Pavilion Rooftop Use Guidelines
- Exhibit E Fisher Pavilion Exterior Banner Guidelines
- Exhibit F Insurance Statement
- Exhibit G McCaw Hall Booking Policies
- Exhibit H Bumbershoot Facility Use Grid
- Exhibit I SDOT-Seattle Center Curb Use MOU
- Exhibit J Grounds Access Policy
- Exhibit K Rules Against Unsafe Activities at Concerts and Events
- Exhibit L Connectivity Addendum
- Exhibit M McCaw Hall Production Guide (PDF file. Addenda subject to change.)
- Exhibit N CPA Integration Agreement and Lease Agreement Excerpts
- Exhibit O Agreement Timeline
- Exhibit P Sponsor Booth License
- Exhibit Q Use of the Cornish Playhouse
- Exhibit R Seattle Center Sponsorship Guidelines

The Parties hereto have executed this Agreement by having their authorized representatives affix their respective signatures below.

Next page for signatures

NEW RISING SUN

THE CITY OF SEATTLE

By \_\_\_\_\_

By \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WASHINGTON )

) ss (New Rising Sun’s Acknowledgment)

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared [ ] the Executive Director of New Rising Sun, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of New Rising Sun for the uses and purposes therein mentioned, and on oath, stated that they authorized to execute said Agreement for and on behalf of New Rising Sun.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

NOTARY PUBLIC in and for the State of  
Washington,



residing at

\_\_\_\_\_

My appointment

expires:

\_\_\_\_\_

STATE OF WASHINGTON )

) ss (Acknowledgment for The City of Seattle)

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared [ ] the Director of the Seattle Center Department of The City of Seattle, who executed the foregoing Agreement, and acknowledged said Agreement to be the free and voluntary act and deed of The City of Seattle for the uses and purposes therein mentioned, and on oath, stated that they were authorized to execute said Agreement for and on behalf of The City of Seattle.

GIVEN UNDER MY HAND AND SEAL the day and year first above written.

\_\_\_\_\_

Signature

\_\_\_\_\_

*(Print or Type Name)*

NOTARY PUBLIC in and for the State of Washington,

residing at

\_\_\_\_\_

My appointment  
expires:

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## **APPENDIX A**

### **GUIDELINES FOR USE OF TRADEMARKS**

1. Trademarks are proper adjectives and should be followed by generic terms.
2. Trademarks should not be pluralized.
3. Trademarks should not be used in the possessive form.
4. Trademarks are never verbs.
5. Trademarks should always be set off from surrounding text by using initial capital letters, all capital letters, quotation marks, italics or other different type font, or the logo form of the trademarks.

**AGREEMENT  
BETWEEN THE CITY OF SEATTLE AND NEW RISING SUN**

- EXHIBIT A Seattle Center Site Guidelines for Producing Major Festivals
- EXHIBIT B Seattle Center Facility Addenda/Production Guide – Campus Facilities (Armory Food & Event Hall, Armory Lofts, Exhibition Hall, Fisher Pavilion, Outdoor Use Addendum, Northwest Courtyards/DuPen Fountain Map. Addenda subject to change.)
- EXHIBIT C Noise Abatement Plan
- EXHIBIT D Fisher Pavilion Rooftop Use Guidelines
- EXHIBIT E Fisher Pavilion Exterior Banner Guidelines
- EXHIBIT F Insurance Statement
- EXHIBIT G McCaw Hall Booking Policies
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- EXHIBIT I SDOT-Seattle Center Curb Use MOU
- EXHIBIT J Grounds Access Policy
- EXHIBIT K Rules Against Unsafe Activities at Concerts and Events
- EXHIBIT L Connectivity Addendum
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- EXHIBIT N CPA Integration Agreement and Lease Agreement Excerpts
- EXHIBIT O Agreement Timeline
- EXHIBIT P Sponsor Booth License
- EXHIBIT Q Use of the Cornish Playhouse
- EXHIBIT R Seattle Center Sponsorship Guidelines

## **EXHIBIT A**

### **SEATTLE CENTER SITE GUIDELINES FOR PRODUCING MAJOR FESTIVALS**

#### **Vision Statement**

The Festival Guidelines are intended as a planning document to be used by the Seattle Center and New Rising Sun (Festival Producer) in crafting the Event Order and other operations planning for the Festival. The guidelines intend to advise both parties about use of Seattle Center venues and operational process while honoring the Festival Producer's mission and vision for the Festival.

Seattle Center's mission is to create exceptional events, experiences and environments that delight and inspire the human spirit to build stronger communities. In pursuit of this mission, Seattle Center is a forum for inclusive public events, celebrations and festivals. Both Festival Producer and Seattle Center enter this process in the spirit of partnership, understanding that the goal is to present a variety of music and arts activities to tens of thousands of arts-lovers in the Pacific Northwest.

Both organizations recognize the importance of flexibility in interpreting the guidelines, in customizing them as may be necessary from time-to-time while honoring the intent. It is understood by Festival Producer and Seattle Center that issues of public safety are the number one priority and may supersede the guidelines. Festival Producer and Seattle Center will work together to identify activities that may require special exception to the guidelines and will endeavor to agree on a safe operations plan before the Festival.

#### **I. General**

- A. The Festival shall refer to addenda specific to various Seattle Center facilities and shall abide by facility-specific guidelines accordingly (see Exhibit B and this Exhibit A).
- B. The Festival shall advise any decorator, contractor, vendor, employee, volunteer or leasee of the Seattle Center Site Guidelines for Producing Major Festivals.
- C. A damage deposit of \$5,000 shall be paid to Seattle Center on the Monday before the first festival day. Damage costs will appear on the Festival final billing summary, including all necessary backup such as written incident reports, etc., and the balance of the deposit is returnable to the Festival if there are no damages incurred.

## II. Security

- A. Appropriate security shall be supplied by the Festival. Festival Producer and Seattle Center staff will jointly assess staffing needs based on individual venues, programming and position requirements for each year. Current agreements between Seattle Center and peer security company(ies) apply to Seattle Center festival venues and grounds as does the union contract with Local 117. Festival Producer may contract with Seattle Center's peer security contractor directly for such security and will notify Seattle Center if they choose to do so. Security staffing levels are to be placed in the Festival Event Order and approved by the Seattle Center Events Manager and the Seattle Center Event Service Representative (ESR).
- B. Consistent with current agreements between Seattle Center and the peer security company(ies), Festival Producer may contract staffing with an alternate security provider, subject to approval by the Director. Seattle Center will work with Festival Producer to assess the ability of the peer security provider(s) before the Festival and facilitate any changes to the deployment plan based on that assessment. Alternative security providers must be vetted by the Seattle Center Security Manager, and must provide proof of insurance with the following minimum coverages and limits of liability, naming the City of Seattle as additionally insured in the following amounts:
  1. Commercial General Liability insurance with minimum limits of liability \$2,000,000 Products/Completed Operations Aggregate, \$2,000,000 General Aggregate;
  2. Stop Gap/Employers Liability with minimum limits of liability of \$1,000,000 for each occurrence combined single limit bodily injury and property damage ("CSL"), except \$1,000,000 Personal/Advertising Injury and \$1,000,000 each accident/disease/Employee Stop Gap/Employer's Liability

## III. Access

- A. The Festival Producer in conjunction with Seattle Center representatives, shall coordinate to maintain access to Seattle Center building entries, exits, fire lanes, restrooms, electrical panels (National Electrical Code requires a minimum 3 foot clearance), fire hydrants, sound equipment control rooms, ATM machines, campus signs, telephones, drinking fountains, and the Monorail.

- B. Seattle Center facilities being used exclusively by the Festival may be secured with dedicated Festival key core(s). The Festival Producer controls access for each re-cored Seattle Center facility and its contents once the Festival key core is in place. The Festival Producer shall provide reasonable access to Festival-controlled spaces to Seattle Center staff for cleaning. The Festival Producer will provide a key to Seattle Center Engineers for emergency access. Those facilities with administrative offices where Seattle Center staff or resident organizations are continuing to work during the Festival are exempt.

#### IV. Facilities & Equipment

- A. The Festival Producer shall use the Seattle Center Facility Addenda (Exhibit B, or its successor) and the Facility-Specific Guidelines in Section XII of this Exhibit as a guideline for using Seattle Center facilities and grounds.
- B. Seattle Center shall provide to the Festival equipment which is available and in the general inventory throughout the year, excluding portable equipment owned by the Seattle Center Foundation. Additional equipment needed for the event shall be provided by the Festival Producer, including forklifts. It is agreed that equipment will stay within the facility or location it has been assigned.

#### V. Noise

- A. Prior to each Festival, the Festival Producer will submit a noise abatement plan (Exhibit C) three months prior to the event that outlines its policy on outdoor noise levels, and its plan to implement that policy on site. Seattle Center will have the opportunity to review that plan and make suggested changes. The Festival Producer will be responsible for obtaining any noise variances that may be required from Seattle Department of Construction and Inspections. It is the intention that the Festival Producer shall assume responsibility for the sound levels on site and will take the lead in dealing with any public complaints about noise before, during and after the event. This plan is subject to review and possible amendment by the Seattle Center Director and Festival Producer.

#### VI. Use of Fire

- A. Any use of fire inside facilities and/or on the grounds must be pre-approved by Seattle Center and the Seattle Fire Department. Use of fire is also subject to the Washington Administrative Code.

## VII. Programming

- A. Festival Producer will program each venue with consideration to the venue's capacity, seating configuration and ambiance. Festival Producer will share the exact dates, times and acts planned for each stage no less than six weeks before the event at which time Seattle Center has the opportunity to discuss any concerns.
- B. Indoor programming that may be conducive to active audience participation (GA floor, etc.) may need additional security staffing which will be jointly assessed by Seattle Center and Festival Producer.
- C. Festival Producer acknowledges that Seattle Center has rules against unsafe activities at events produced on its grounds and in its facilities. This includes, but is not limited to, moshing and slam dancing, body surfing, stage diving and other "moshing" related activities. These rules are provided with the Facility Use Agreement as Exhibit K. Festival Producer will work with the City to enforce these rules and manage crowd activity where such activities might take place, which includes making announcements and posting signage at certain venues. Festival Producer will also communicate with its artists and performers when and where it is necessary to enforce these rules. Festival Producer acknowledges that Seattle Center may change these rules from time to time as the City deems is necessary to protect the public's safety.
- D. Unapproved after-hours parties in Seattle Center facilities or on Seattle Center grounds are not allowed.

## VIII. Buildings/Facilities/Structures

- A. Use no tape, adhesive or solvents that may damage any painted, varnished or finished surface inside any facility, including on floors when eliminating trip hazards.
- B. Building lights shall be modified only with the assistance of the Seattle Center electrician.
- C. Festival shall supply ladders as necessary.
- D. As a general rule to avoid ceiling damage, only Festival Visual Arts or Decor Staff, in conjunction with Seattle Center Stage leads, are allowed to hang items from Seattle Center facility ceilings.
- E. Access to Seattle Center facility rooftops is generally not allowed, with the exception of the Fisher Pavilion Rooftop ("Fisher Rooftop").



- F. Only electric and propane powered vehicles are allowed to operate inside the interior spaces of Seattle Center facilities during move-in/move out only. These vehicles shall have pneumatic tires. Display vehicles shall be pre-approved by the Seattle Center Campus Manager and the Seattle Center Event Service Representative (ESR) and the Seattle Fire Department. The Festival is to provide adequate floor protection for move-in/event/move-out.
- G. A Festival banner may be attached to the Mercer Skybridge per current contract guidelines. The banner will be hung by the Seattle Center stage crew at the Festival's expense. The signs shall be a maximum of 20 feet long with a maximum height of 6 feet and made of blow-through or mesh material.
- H. General Festival sponsor banners shall not include advertisements for illegal activity. Signage must comply with the Seattle Center sponsorship guidelines.

IX. Electricity

- A. The Festival shall supply electrical cable and extension cords as necessary. The Festival shall hire electricians licensed in the State of Washington to install electrical cable and obtain the proper City-issued permits. All electrical work shall comply with the current City of Seattle Electrical Code and the National Electrical Code, and shall be subject to permitting and inspection from Seattle Department of Construction & Inspections.
- B. All Festival electrical systems shall conform to Seattle Center power sources.
- C. Upon completion of a site walk-through with Festival and Seattle Center Representatives, any electrical cables and/or other cords which are deemed safety hazards shall be appropriately suspended or covered with rubber channel mats to conform with the Department of Labor and Industries safety standards and prevent trip hazards.

X. Mechanical/Plumbing Systems

- A. No heat or air conditioning will be available in any Seattle Center facility if the facility roll door is open. Special effects may impair the HVAC system and must be negotiated in advance (i.e., fire, smoke, etc.).
- B. The Festival shall endeavor to avoid blocking air return and supply grills. This is particularly important in the Exhibition Hall.
- C. The Festival shall work with Seattle Center plumbers to coordinate potable water locations. All water connections to Seattle Center hardware shall be done by Seattle Center Plumber.

## XI. Grounds/Landscaping

- A. Festival may not dispense, or allow distribution to the general public of, any food or beverage container made of glass or of any material that is currently or hereinafter prohibited by City ordinance or municipal code (i.e. polystyrene, per SMC 21.36.084). Concessionaire and each of its sub-concessionaires that offer any food or beverage for sale on or from the Premises shall serve such food only in or on containers that comply with applicable law, including SMC 21.36.086.
- B. Festival garbage, recycling and composting programs are administered per current Festival contract.
- C. For suspending items over campus roadways, the minimum height is 14 feet and the minimum span is 20 feet. Subject to change based on the Seattle Fire Code.
- D. Landscaped areas, including barked areas (excluding lawns), are generally off limits - no booths, storage, etc.
- E. Operation of all vehicles is allowed on asphalt surfaces only. Driving on decorative pavers and cobblestones is discouraged. Driving on the lawn areas is not allowed. Should driving on any lawn area be necessary, appropriate ground protection is required per Article XI.K.1.of this Exhibit..
- F. All activities on lawn areas shall be pre-approved and listed in Festival maps. All planted areas, buildings, grass and lawns, shall be protected from heat caused by cooking equipment. Adequate surface protection (i.e., Astroturf) shall be provided for cooking, oil or grease-producing activities. Any waste produced from such activities (such as ash, coals, etc.,) shall be disposed of in appropriate containers supplied by and disposed of by the Festival.
- G. All trees and limbs used for any Festival activity shall be protected with a thick protective layer of soft, woven material or rubber hose (burlap and foam padding approved). Any use of trees and limbs for Festival activity shall be preapproved by the Seattle Center Landscape Crew Chief and Seattle Center ESR.
- H. Festivals shall take reasonable steps to ensure that trees, buildings and other campus fixtures are not harmed by the move-in/move-out process. Heavy equipment should be directed away from lawns and vegetation to avoid damage.

- I. Staking is discouraged at Seattle Center to avoid damage to the underground water lines. Tents, stages, or other items which require guy wires should attach the ground end of the guy wire to concrete blocks (preferred). Should the need arise to stake into the ground, the maximum allowed depth is 12 inches. Prior to staking, a Seattle Center Plumber or Gardener shall approve the length and location of the stakes. Stakes shall be pre-marked at 12 inches.
- J. Decking placed on the International Fountain Lawn or South Fountain Lawn (a.k.a. Fisher Green) will not be set before the Tuesday immediately preceding the Festival, and will be removed no later than the Tuesday immediately following the Festival. Efforts should be made for decking to remain on the lawn for the shortest period possible.
- K. Activities (e.g. vendor/sponsor booths) pre-approved by the Festival shall be placed according to the following:
  1. On Soft Surfaces (Grass, Dirt, and Mulched Areas):
    - a) The entire area being used must have approved ground protection per the approved site plan. In most circumstances, Seattle Center will set terraplas ground covering under these activities.
    - b) Should any kind of vehicle, truck, trailer, forklift, or motorized cart, need to be driven across or positioned upon a soft surface (grass, dirt, or mulched area) Seattle Center stage crew will place duradeck on which the vehicle may drive, or  $\frac{3}{4}$ " plywood shall be placed underneath the vehicle's tires as it travels. In either case,  $\frac{3}{4}$ " thick plywood pads must be positioned under the tires in the vehicle's final location should it remain on a lawn or other soft surface. Surface protection from oils or other liquids produced by the vehicle shall also be provided by the Festival.
    - c) Should more robust decking than terraplas be required, plywood flooring shall be  $\frac{5}{8}$ " CDX plywood built on 2" x 4"s on their edge. If end pieces are connected to such 2" x 4"s a 1" diameter hole shall be drilled through the 4" side of such end pieces approximately every 8" to allow air to circulate under the raised flooring.
  2. On Hard Surfaces Where Cooking Is Undertaken:
    - a) The entire area being used, whether for booth, food preparing and cooking, or other purposes) must be thoroughly protected against food, beverage, ash and grease spills by having flooring in layers as follows:

- b) Lower layer of 4' x 8' CDX 1/2" or thicker plywood installed directly under each cooking unit (barbecues, deep fryers, grills, griddles, spit, woks, etc.) as well as not less than 4' around each cooking unit.
  - c) Upper layer of rubber backed carpet or Astroturf securely joined together in a manner that covers the entire booth, i.e., cooking and all other areas.
3. On Hard Surfaces Where No Cooking Is Undertaken On the Premises:
- a) Every food or beverage concession sales facility at or in which no cooking occurs shall have a floor of rubber backed carpet or "Astroturf" securely joined together that covers the entire booth.
- L. The Festival shall make arrangements to legally dispose of all liquid and solid refuse. Seattle Center plumbers may provide options for some liquids. Illegal dumping is subject to fines by Seattle Center and the King County Water Quality Department.
- M. The Seattle Center Landscape Crew Chief shall be advised on irrigation needs, redeployment of moveable planters and seating benches.
- N. Hanging Baskets are considered permanent fixtures and are not to be moved or damaged.
- O. Landscaped areas that are at high risk of damage due to Festival programming are to be protected, per mutual agreement. Seattle Center Gardeners may deploy rope & stake or fencing, and in some instances the Festival may be required to source and set adequate fencing (picket is preferred in non-beer garden areas). Upon completion of a site walk with Seattle Center Gardeners, Event Service Rep and Festival staff, a fencing plan is to be agreed upon by the Festival and the Seattle Center Landscape Crew Chief prior to move-in. An official map indicating areas to be fenced and by whom, will be provided by Seattle Center with the publication of the draft Event Order. It is Seattle Center's intention to keep garden and campus spaces open and accessible, but this may not always be possible or appropriate.

## XII. Facility-Specific Guidelines

### A. Seattle Center Armory

1. All Armory addenda and use guidelines must be adhered to (see Exhibit B). Programming inside and adjacent to the exterior of the Armory Food & Event Hall shall not unreasonably obstruct line of-sight or walkways to Armory merchant establishments (including indoor/outdoor patio areas), resident tenants, or signage. All Armory merchants are allowed to operate during Festival hours.
2. Seattle Center prefers to retain a maximum number of tables and chairs in the Armory Food & Event Hall. Upon completion of a site walk by Seattle Center and Festival representatives, a reasonable number will be determined.
3. Armory ingress/egress shall be maintained. Programming next to Armory access doors is discouraged.
4. Employees of Armory merchants and other resident tenants working during gated Festival days must be provided appropriate access to campus. The Festival shall work with Seattle Center ESR to create a merchant/resident tenant access plan, which is subject to approval by the Armory Manager.
5. All Festival sales in the Armory are to be approved by the Director or a designee on an annual basis, but generally the sale of event programs and non-food items is acceptable.

### B. Fisher Pavilion & Rooftop

1. The use of the Fisher Rooftop is per the guidelines included as Exhibit D. Alcohol may be served in a controlled environment discreet in presentation and with no signage facing south toward the Charlotte Martin Theatre.
2. Fisher Pavilion has Exterior Banner Guidelines (Exhibit E) which must be followed.
3. Fisher Pavilion is accessed for load in/load out through front roll-up doors and/or west loading area and freight elevator.

### C. Founders Court

1. Fountains and artworks must be protected, with use subject to approval of Seattle Center.

### D. International Fountain, DuPen Fountain & Other Artistic & Display Fountains

1. Pedestrian traffic (including strollers and wheelchairs) is permitted in the International Fountain and DuPen Fountain/splash pad. Sunbathing with bathing suits is permitted. Bicycles, skates, and skateboards are not allowed in the International Fountain or the DuPen Fountain/splash pad.
2. Any changes in the sound/water programming shall be discussed with the Seattle Center ESR.
3. Access to fountains shall be maintained. No attachments of any kind shall be made to fountains without the permission of Seattle Center. No attachments of any kind shall be made to the sculptures within DuPen Fountain.
4. No motorized vehicles other than electric vehicles operated by Seattle Center staff may be operated within the International Fountain or DuPen Fountain/splash pad. Driving or rolling transport of any kind over splash pad jets or fountain drainage is prohibited.
5. Do not move, store, or place any materials on/over the splash pad jets. Nothing should be placed within six (6) feet of the splash pad jets per Public Health, Seattle & King County.

#### E. Northwest Courtyards

1. Vehicle access to the upper NW Courtyard can be granted via the breezeway at the northeast edge of Courtyard (accessed from Republican St & Warren Ave), and/or via Climate Pledge Arena's west plaza (access to be coordinated with CPA).
2. Vehicle access to the lower NW Courtyard can be granted via the breezeway at the north edge of the lower NW Courtyard between SIFF Film Center and Vera Project, and/or via Climate Pledge Arena's east plaza (access to be coordinated with CPA). No vehicles are permitted within the DuPen Fountain/Splash Pad portion of the Lower NW Courtyard.
3. Use of the ramp that leads from the Lower to the Upper NW Courtyard is limited to a maximum height of TBD and a maximum total weight (vehicle plus cargo) of 25,000 lbs. Use of ramp and Climate Pledge Arena portions of both courtyards is subject to approval by Climate Pledge Arena.
4. No cooking or grease-producing activities may take place in the lower NW Courtyard. Food or beverage service in this area is subject to approval by the Seattle Center ESR.

5. Working with the vehicular weight limits in the upper Northwest Court area is critical.
  - a) The vehicle path from the Upper NW Courtyard Breezeway to the stage:
    - 1) Maximum vehicle load 25,000 lbs.
    - 2) Maximum wheel load 4,500 lbs.
    - 3) Maximum static load uniformly distributed over not less than a 4'x4' footprint 250 lbs/sq. ft.
  - b) Upper NW Courtyard Breezeway beyond the vehicle path:
    - 1) Maximum static load 100 lbs/sq. ft.
    - 2) No vehicles larger than a golf cart permitted.
  - c) Hardscape directly outside the KEXP station doors (via CPA west plaza):
    - 1) Maximum vehicle load 10,600 lbs.
    - 2) Maximum axle load 8,500 lbs.
    - 3) Maximum wheel load 4,250 lbs.
    - 4) Maximum static load uniformly distributed over not less than a 4'x4' footprint 500 lbs/sq. ft.
  - d) Remaining Upper NW Courtyard (not on the vehicle path or immediately next to the Gathering Space doors):
    - 1) Maximum vehicle load 5,000 lbs.
    - 2) Maximum axle load 4,000 lbs.
    - 3) Maximum wheel load 2,000 lbs.
    - 4) Maximum static load uniformly distributed over not less than a 4'x4' footprint 250 lbs/sq. ft.

### XIII. Safety

- A. Festival Producer, and its contractors, subcontractors, concessionaires or sub-concessionaires shall ensure that all personnel working at the Festival have the proper certifications and/or licenses necessary to legally and safely operate equipment, including but not limited to forklifts, on the Premises. Forklift and other heavy equipment operators shall be competent to operate such equipment and successfully complete a training course as defined in the Washington Administrative Code 296-24-23025(2).
- B. The general speed limit for vehicle usage is 10 mph.
- C. No passengers shall be permitted on forklifts, electric carts, or any other vehicle unless seated in the original passenger seats, one passenger to a seat.

- D. All Festival working crew shall wear appropriate safety gear in accordance with Department of Labor and Industries standards.
- E. Vehicle traffic is discouraged once the event opens. However, it is understood that certain festival operations such as catering require the use of small motorized carts during the event. In these instances, the safety of all patrons will be the number one priority for Festival personnel operating motorized carts. Walking escorts may be required to facilitate use of motorized vehicles during Festival hours. The Seattle Center ESR or Duty Manager will have the authority to restrict or approve all vehicle use on the campus during event hours.
- F. It is the job of Seattle Center and Festival staff to reasonably protect Seattle Center facilities and grounds and ensure the safety of all patrons for all events.

#### XIV. Planning

- A. Festival Producer and Seattle Center will work collaboratively on the planning for safety and security for the Festival, and include the recommendations of Seattle Police Department and Seattle Fire Department in creating the annual Security Plan for the Festival. The Security Plan is created by Festival Producer and mutually agreed by Seattle Center and Festival Producer.

#### XV. Operations

- A. Festival Producer will assume responsibility for conducting all load-in, load-out, facility operations, site operations and crowd management in a manner consistent with Festival Producer and Seattle Center's commitment to protect the facilities, grounds and the safety of all artists, patrons, and staff.
- B. In the course of directing operations at the Festival, it may become necessary to make on-site decisions involving security and public safety. In those cases, Festival Producer will be responsible for keeping in close and clear communication with the designated Seattle Center event representative (lead ESR or relief ESR) throughout the event and will work directly with the Peer Security Supervisor to implement any changes in the agreed upon Security Plan throughout the Festival, if and when that becomes necessary.



- C. In the event of a disagreement between Festival Producer and Seattle Center about a specific action that has the potential to have grounds-wide impact or poses an immediate and serious threat to the safety of patrons, both parties agree to consider the decision of the Chief Fire Marshall on duty. In no case will a Building Manager, Venue Manager, Security Staff, Line Manager, or any agent of Festival or Seattle Center make an independent decision on a security procedure that has the potential of impacting patron safety or the crowd management of the rest of the Festival, including but not limited to halting a performance in progress, holding an active crowd, or closing a venue. However, the Seattle Center Director has the final decision in all such matters.
- D. Festival Producer will hold daily Security Meetings with representation from Seattle Center, the Seattle Fire Department, the Seattle Police Department and Peer Security companies to discuss daily operations and upcoming events. Any significant modifications to the Security Plan at those Security Meetings will be agreed upon by Seattle Center and Festival Producer, to be executed by Festival Producer on site.
- E. Key discussions with the Seattle Police Department and Seattle Fire Department to review the overall event from a public safety perspective will occur with Festival Producer and the Seattle Center Event Service Representative, and Seattle Center's Director on Duty. The Festival Producer will, in some cases, be meeting with both SPD and SFD for preliminary discussions. The Festival Producer and Seattle Center are partners in the decision-making process regarding public safety.
- F. The Festival shall provide a minimum of two paramedics on site for each event day.

#### XVI. Art Work

- A. The Festival shall make an attempt to maintain a clear, unobstructed line of sight and access to all public art. Public safety issues may be an exception. No attachments of any kind shall be made to existing public artwork on the grounds without the express permission of Seattle Center.

#### XVII. Summary

- A. All temporary and/or permanent modifications to Seattle Center buildings, landscape and/or equipment for the Festival must be reviewed and approved by the Seattle Center Event Service Representative (ESR). Questions about exemptions to the Site Standards are to be forwarded to the Seattle Center Event Service Representative (ESR).

XVIII. Conflict

- A. In case of a conflict between these Seattle Center Site Guidelines for Producing Major Festivals and the Facility Use Agreement between The City of Seattle and Festival Producer, the Agreement will supersede these Seattle Center Site Guidelines for Producing Major Festivals.

## EXHIBIT B FACILITY ADDENDA

(Armory Food & Event Hall, Armory Lofts, Exhibition Hall, Fisher Pavilion, Outdoor Use  
Addendum, Northwest Courtyards/DuPen Fountain Map)



### **ARMORY FOOD & EVENT HALL ADDENDUM**

#### **To Facility Use Agreement**

#### **General Information**

The Seattle Center Armory contains two main areas available for event use:

- The Armory Food & Event Hall is a multi-purpose public area on the 2<sup>nd</sup> floor that includes the Armory Stage, restaurant and dining areas, and general seating.
- The Armory Loft, on the north end of the 3<sup>rd</sup> floor, currently consists of three rooms and a lobby. Loft rooms 2 & 3 may be combined with a portion of the lobby into a single space with the use of removable walls.

The Armory is an important shared resource among Seattle Center Programs & Events, as well as Armory tenants (including but not limited to Food & Event Hall merchants, Seattle Children's Museum, Center School, AIE, and the Center Theater) and its daily purpose is for public use. The scheduling and use of these spaces to meet many constituent needs is a collaborative effort. The following guidelines are recommended regarding use of the Armory for events.

#### **Armory Food & Event Hall**

##### ***Approved standard event hours for use of the Armory Food and Event Hall***

Per the merchant leases, normal merchant operating hours vary based on campus and Arena event activity, but generally are 11:00am-6:00pm Sunday through Thursday and 11:00am to 7:00pm Friday and Saturday.

- Event clients will be permitted to load in/out and work in the facility during the operating hours of the Armory (access to the building is permitted starting at 7:00am daily), provided that merchants remain accessible by the public and some seating for dining remains in place. Event clients should attempt to minimize load in/out activities between 11:00am-2:00pm to facilitate lunch hour usage of public Armory spaces.
- Default dining areas during public access include the South Court and West Court. Removal of this space from public use outside of Full Floor rental in these zones is subject to approval by the Armory Manager.
- Rental hours may be impacted by other Armory activities and are to be negotiated with booking & sales team
  - Stage & Dance Floor 55'x60' (3,300 sq ft)
  - South Court 60'x45' (2,700 sq ft)
  - Mid Court 50'x60' (3,000 sq ft)
  - Main Floor (Stage & Dance Floor + Mid Court) (6,300 sq ft)
  - Full floor (22,000 sq ft, includes additional balcony space)

## Capacities

- Theatre style: Stage & Dance Floor 350 / South Court 350 / Mid Court 251 / Main Floor 601 / Full Floor 902\*
- Reception style: Stage & Dance Floor 550 / South Court 450 / Mid Court 200 / Main Floor 1,050 / Full Floor 2,000
- Banquet style, 10 per 6' round: Stage & Dance Floor 220 / South Court 220 / Mid Court 140 / Main Floor 360 / Full Floor 570\*

*\*Please note, additional labor fees may be incurred for full-floor use of the Armory Food & Event Hall due to removal of existing dining room furniture.*

## Characteristics

Floors: wood & finished concrete (linoleum tiles on balconies)

Ceilings: 64' to highest point of ceiling; 22' to bottom trim of lighting trusses

Lighting & sound equipment: please reference Armory Production Guide for information on lighting and sound packages.

## Included with Facility Use Fee (Rent)

### Standard / Theatre and Reception Packages

- Rearrangement/use of Armory dining furniture within the use area
- Chairs: maximum set per area
- Tables – 8'x30" *with white linens*: 6 (10 for full floor rental)
- Wired microphones: 4 (not applicable for mid court or west side rental)
- Lectern: 1
- Event Representative (ER) time: **8 hours of advancing time per event day**
- Stage: **use of Armory Stage included\*** (not applicable for mid court rental)
- One standard setup per Event day
- Two parking permits per Event day
- Customary cleaning and janitorial service
- Standard Utilities
- US and Washington State flags, as available
- Easels, as available
- Access to unsecured free public wi-fi

### Banquet Package

Includes all items listed in Standard/Theatre Package above, plus all 6' round tables and white linen tablecloths and ancillary tables as needed, up to capacity of space.

**Additional expenses apply for**

- Additional tables and linens
- Additional labor to re-set a space on an event day (including removal of existing dining furniture from event footprint)
- Additional Event Representative time due to late or changing event logistics
- All stage labor (if Armory Stage is used for Event, stage labor is required to facilitate use)
- Use of installed LED screen, additional sound/video equipment and all sound labor
- Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning
- Show power distribution, equipment or labor
- Guest Services staff, peer security, and/or police requested by Licensee or required by Seattle Center due to nature of event
- Connectivity through Seattle Center's exclusive provider
- Additional parking permits / oversized parking
- Assembly permit from Seattle Fire Marshal when required, for exhibit shows or other variable room layouts
- Other requirements depending on event parameters
- Fees also apply for sale of any Event merchandise (except for merchandise sold by vendors at an exhibit show)
- Fees may apply for labor and materials for repairs to any building feature (e.g., walls, signage kiosks, floors) damaged by event activity

**Important Notes**

**A note about the nature of the Armory as a public space and tenants/constituents and the impact of access on their events.**

Room capacities noted on page one are for maximum setting. Capacity numbers decrease if there is a need for empty space, or additional items such as registration, perimeter fencing, catering, display tables, or additional staging outside of existing Armory Stage. Seattle Center equipment is not available for use in decorator-set spaces. For lists and rates of available equipment, services, and personnel, please refer to the *Equipment & Services Addendum* and the *Personnel Rates Addendum*.

**FACILITY BUYOUTS & MERCHANT CLOSURES**

Should a client wish to close public access to the Armory 2<sup>nd</sup> floor, a buyout of a portion or all of the Food and Event Hall may be arranged. A buyout involves early closure of the Armory merchants (closure to the public one hour prior to event doors).

- A request for early closure must be made a MINIMUM of 30 days prior to the event. Event Booking & Sales staff will work with the Armory Manager to inform the merchants of the upcoming early closure.
- Merchants that must close early to accommodate an event may be compensated for the loss of business.
- Should an affected merchant be chosen as a caterer for the event, that merchant will not be owed a buyout fee.

- Due to the public nature of the Armory, public access to restrooms on the 2<sup>nd</sup> floor must be maintained during normal Armory operating hours.
- Access to and use of the east balcony by students and staff of the Center School must be maintained during school hours. Similarly, a portion of the Seattle Children's Museum on the 1<sup>st</sup> floor has an open ceiling into the main Food & Event Hall, and will remain open during normal operating hours.
- Building access for tenants in other areas of the Armory will be maintained via entries on the Armory 1<sup>st</sup> floor.

#### **ALCOHOL POLICY**

As with other campus venues, alcohol may be served at Food and Event Hall events, if the appropriate licensing and safeguards are in place.

- A partial- or full-floor accessible configuration will require a fenced perimeter for any event serving alcohol.
- Seattle Center staff will be permitted to work inside the perimeter of the event, regardless of whether alcohol is served.
- Partial- and full-floor accessible configurations will require Guest Services or Peer Security staff at each perimeter exit to assure no alcohol leaves the event footprint. The number of personnel will vary depending on Fire Marshal requirements for number of exits.
- If Armory merchants remain open and alcohol is served, alcohol must remain inside the perimeter of the point of purchase.

#### **CATERING/FOOD SERVICE**

- The campus-wide approved caterer list applies to events in both the Food and Event Hall and the Loft. Please note that the approved catering list does not include all Armory merchants. Please inquire with your sales and booking representative if you wish to use an Armory merchant to cater your event.
- Sampling may be allowed with prior approval from Seattle Center. Full portions of food and beverage may not be given away.
- Outside food and beverage vendors are not allowed in the Food and Event Hall unless they provide significant programmatic value to the event. In such instances the following guidelines will apply:
  - The event food vendors will fit within event footprint parameters.
  - Event food vendors will not be placed within resident merchant footprints and will honor merchant and product exclusivity, including existing Seattle Center sponsorship agreements.
  - There may be a maximum of three food vendors (points of sale) or booth spaces. A booth space is defined as 10' x 10'.\*\*
  - Event food vendors will be subject to a buyout fee for commercial events, or commission on sales for Public Programs events, to Seattle Center.
  - Cooking by outside vendors is prohibited inside of the Armory. Vendors are required to have all Seattle Fire Department and King County Health Department permits and follow regulations as set by those permits or by Seattle Center.

- o Food vendors and/or offerings may be restricted at the discretion of the Director.

**\*\*This requirement does not apply to Full Floor Buyouts of the Armory Food and Event Hall.**

#### **LIGHTING/DECOR/PERIMETER RESTRICTIONS**

Event clients may wish to enhance Food and Event Hall events with specialty lighting or décor. The following requirements apply to décor within the Armory Food and Event Hall:

- Seattle Center is a union house and Sound/Video or Stage technicians may be required to set, strike and operate equipment for events. These staffing requirements will be determined by the Event Representative based on event needs. Please see the Armory Production Guide for details regarding lighting, rigging, and other technical resources available for use.
- The permanent vertical signage on the main floor provides an important wayfinding function. If a vertical wayfinding sign is situated within the event perimeter, any blocking or concealing of the sign must be approved by the Event Representative.
- Fees will be assessed to event clients to repair any damage to existing Seattle Center equipment or surfaces.
- Nothing may be affixed to Seattle Center kiosks, walls, or permanent signage unless it is expressly permitted by the Event Representative and Armory Manager.
- Any use of tape, carpet runners, and the like on the floor must be pre-approved by the Event Representative and Armory Manager.
- Freestanding pipe and drape may be used within an event footprint, provided that:
  - o To ensure visibility of restaurants, drape should be set in sections measuring 20 linear feet or less during Armory operating hours, unless approved by the Armory Manager.
- During normal Armory operating hours, pathways must be maintained to grant public access to all merchants (including the ramp leading to the NE merchant space), Seattle Center Customer Service, and all restrooms.
- All exits and emergency access points are to remain visible and accessible at all times.

#### **SET-UPS**

All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Representative assigned to the event. This plan is based on the event requirements which must be received by the Event Representative at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

Exhibitors may carry in and set up their own exhibit materials. No porter service is available. To conserve energy, doors shall be kept closed when not in use during move-in and -out. Deliveries should only be scheduled when the client is in the facility to receive them. Seattle Center cannot sign for deliveries.

#### **PERSONNEL REQUIREMENTS**

Included with the Facility Use Fee (rent) is a dedicated Event Representative (ER) who coordinates Seattle Center services for the Event. An allotment of ER time is provided with the room rental. Should the ER be required to spend more than the maximum time allotted for the Event, Licensee will be

charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be needed to set up and remove equipment and to operate it during the Event. For some events, Guest Services personnel will be required to serve as door attendants, guards, ushers and/or Event security. Additional security in the form of Seattle Police or peer group security may also be required. The numbers of such personnel needed are determined by the ER based on Seattle Center practice, union contracts and the nature of the Event, and will be charged to Licensee at rates set forth in the Personnel Rates Addendum. Any event activity inside the building outside of regular Armory operating hours will necessitate staff to monitor building access, to be billed back to the client.

#### **SOUND/VIDEO**

A built-in overhead sound system and LED screen are available for use in the Armory Food & Event Hall; please reference the Armory Production Guide for details on the LED screen, which is permanently installed at the Armory Stage. Additional sound equipment is available for rent. Seattle Center sound operators are required to set up and operate all Seattle Center equipment during the Event, the labor for which will be billed back to the Licensee. No Seattle Center sound equipment shall be combined with any other equipment. Music played during normal Armory operating hours must be family-appropriate, and sound operator will monitor volume to take into account operations of resident organizations and merchants within the building.

#### **STAGE**

Please reference the Armory Production Guide for details on the existing Armory Stage, including existing stage lighting. Additional stage platforms are rented in 4'x8' pieces and are available in heights of 8", 16", 24" and 32". Large stages can be estimated and may be required for heavy stage loads. Theatrical lighting and sound equipment may be rigged to existing truss grid or ground supported. Lighting changes from presets require additional stage labor.

#### **ELECTRICAL**

Please reference the Armory Production Guide for detailed electrical information. Dropping power from existing ceiling locations must be done by Seattle Center Stage labor. Any connections must be made by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center and their work must comply with applicable codes.

#### **FLOOR RESTRICTIONS**

- Load limits apply, consult your Event Representative.
- Steel tread wheel dollies are not permitted.
- Use of any tape, carpet runners, and the like must be pre-approved by your Event Representative and Armory Manager. Fees may be incurred to repair any damage to floors due to event activity.
- All steel scaffolding and display supports must have foot pads under vertical posts.

#### **SIGNS AND POSTERS**

- Nothing shall be hung on doors, finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic.
- Sign holders are available for use, consult your Event Representative.
- Portable art walls are available for use, consult your Event Representative.



- Banners may be hung in the interior Armory; locations must be pre-approved by the Armory Manager, and banners must be hung/struck by Seattle Center Stage labor. Please consult your Event Representative.

**SMOKING POLICY:**

The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

**ACCESSIBILITY**

The Armory Food and Event Hall is wheelchair and stroller accessible. Assistive listening systems are installed, for which portable systems are available. Per the Americans with Disabilities Act, you must make these available to your guests. Request activation and receivers from your Event Representative in advance if needed for your event.

**FIRST AID AND INCIDENT REPORTING**

All emergencies and accidents shall be reported by contacting the Customer Service Desk. Customer Service will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report. If the Customer Service Desk is not staffed, contact Emergency Services directly via (206) 684-7272.

If accommodations are required to access this document, please contact [SCBooking@seattle.gov](mailto:SCBooking@seattle.gov)



**2021 ARMORY LOFT ADDENDUM  
To Facility Use Agreement**

Please let your Booking Representative or Katherine Nyborg at [SCBooking@seattle.gov](mailto:SCBooking@seattle.gov) know if you require this document in a different format for accessibility.

	ROOM 1A	ROOM 1B	Combined 2 & 3	ROOMS 2 or 3	ROOM 4
<b>Room Capacities:</b>					
Reception Style	41	44	331	161 / 95	125
Theatre Style	48	49	372	168 / 114	125
Classroom Style <i>(3 per 6'x30" table)</i>	24	33	205	78 / 71	79
Banquet Style	20	22	192	90 / 57	110
Tradeshow Booths <i>(8'x10' booths, no stage)</i>	---	---	24	9	8
ASHRAE COVID requirements allow a maximum individual room capacity range of 27-193 based on the type of activity.					
<b>Characteristics</b>					
Dimensions	26' x 26'	30' x 27'	177' x 24'	64' x 26'	68' x 25'
Square Footage	755	816	5,143	1,774	1,800
Floors	Carpet	Carpet	Carpet	Carpet	Carpet
Ceiling Height	9' 4"	9' 11"	10'	10'	10'
Room Lighting	Fluorescent & Incandescent	Fluorescent & Incandescent	Fluorescent & Incandescent	Fluorescent & Incandescent	Fluorescent & Incandescent
Built-in Sound System	Included	Included	Included	Included	Included
<b>Included with Facility Use Fee (Rent):</b>					
<b>Standard / Theater Package:</b>					
Chairs	---	---	Maximum set per room	---	---
Tables – 6' x 30" w/ <i>lens</i>	1	1	4	2	2
Projection Screen (built-in)	6'x10'	---	6'x10'	6'x10'	6'x10'
Projection Table	1	1	1	1	1
Projector (built-in)	5,000 lumen	---	5,000 lumen	5,000 lumen	5,000 lumen
Wired Microphones	1	1	4	2	2
Lectern	1	1	1	1	1
Event Service Rep. (ESR) advancing time	4 hrs/Event day	4 hrs/Event day	4 hrs/Event day	4 hrs/Event day	4 hrs/Event day
One standard setup per Event day Two parking permits per Event day Customary cleaning and janitorial service Standard utilities U.S. and Washington flags, as available					
<b>Classroom Package:</b> Includes all of the items in Standard/Theater Package listed above plus all 6'x30" classroom tables with white linen tablecloths and ancillary tables as needed. <i>(Note: 8' x 30" tables are not available.)</i>					
<b>Banquet Package:</b> Includes all of the items in Standard/Theater Package listed above plus all 6' round tables with white linen tablecloths and ancillary tables as needed.					

**Additional expenses apply for:**

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- Additional stage equipment and stage labor
- Additional sound equipment and labor
- Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning
- Special power distribution, equipment or labor
- Admissions staff (ushers), peer security, and/or police requested by Licensee or required by Seattle Center due to nature of event.
- Phones and internet connections through exclusive provider CCPI
- Additional parking permits / oversized parking
- Assembly permit from Seattle Fire Marshal when required, for exhibit shows or other variable room layouts
- Other requirements depending on event parameters
- Fees also apply for sale of any Event merchandise (except for merchandise sold by vendors at an exhibit show)

**NOTES ON PAGE 1 INFORMATION:** Room capacities noted on Page 1 are at maximum setting or at COVID ASHRAE capacity, whichever is lower. Capacity numbers may decrease if there is a need for empty space, or additional items such as registration, catering, additional projection or display tables, or a stage. Seattle Center equipment is not available for use in decorator-set spaces. For lists and rates of available equipment, services, and/or personnel, please refer to the Equipment and Services Addendum and the Personnel Rates Addendum.

**SET-UPS:** All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to the Event. This plan is based on the Event requirements which must be received by the ESR at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

**PERSONNEL REQUIREMENTS:** Included with the Facility Use Fee (rent) is a dedicated ESR who coordinates Seattle Center services for the Event. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be needed to set up and remove equipment and to operate it during the Event. For some events, Admissions personnel will be required to serve as door attendants, guards, ushers and/or Event security. Additional security in the form of Seattle Police or peer group security may also be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice, union contracts and the nature of the Event, and will be charged to Licensee at rates set forth in the Personnel Rates Addendum.

**SOUND:** A built-in sound system, retractable projection screens and drop-down projectors are included in Rooms 1A, 2, 3 and 4. These systems may be used separately or linked among rooms. Additional sound and video equipment is available for rent. Seattle Center sound operators are required to set up and operate all Seattle Center equipment during the Event. No Seattle Center sound equipment shall be combined with any other equipment.

**STAGE:** Stage platforms are rented in 6'x8' pieces and are 8" high. Large and taller stages can be estimated and may be required for heavy stage loads. Theatrical lighting and sound equipment must be ground supported. The ceiling is not weight bearing and supports no rigging. All stage gear is rented a la carte.

**ELECTRICAL:** 120V outlets are located in each room on perimeter walls.

**INTERNET ACCESS:** A hotspot for Seattle Center's free, unsecured Wi-Fi connection is available in the Armory Loft. Service is variable dependent on traffic campus-wide. If a secure or dedicated connection is required, Licensee is encouraged to use the services of SmartCity/CCPI, the exclusive 3<sup>rd</sup>-party phone and data provider.

**FLOOR RESTRICTIONS:** Load limits apply, consult your ESR. Steel tread wheel dollies are prohibited. All steel scaffolding and display supports must have foot pads under vertical posts.

**SIGNS AND POSTERS:** There is a signage clip outside each room for your use. Tacks or pins but no staples, nails or tape may be used on the fabric covered portion of the wall. No staples, nails, mastic or tape may be used on finished wood, metal, painted surfaces, window treatments or windows.

**SMOKING POLICY:** The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

**ACCESSIBILITY:** The Armory Loft spaces, located on the 3<sup>rd</sup> floor of the Seattle Center Armory, are wheelchair and stroller accessible. Accessible entrances to the Armory are on the east, west and south sides. There are elevators to the 3<sup>rd</sup> Floor. Assistive listening systems are installed in each room. Per the Americans With Disabilities Act, you must make these devices available to your guests. Request activation and receivers from your ESR in advance.

**FIRST AID AND INCIDENT REPORTING:** All emergencies and accidents shall be reported by contacting the Customer Service Desk located on the 2<sup>nd</sup> floor next to the Armory Stage. A black courtesy phone is located on the west side of the lobby next to the glass doors. Customer Service staff will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer first aid if needed and take an incident report.

Facility Addendum information subject to change.



## **EXHIBITION HALL ADDENDUM**

### **To Facility Use Agreement**

#### **Capacities**

- Theater Style: **1840**
- Classroom Style – 4 per 8'x30" table: **1000**
- Classroom Style – 3 per 8'x30" table: **750**
- Banquet Style – 10 per 6' round table: **1000**
- 10'x10' Booths: **176** (Guest count determined by Fire Marshal, but up to 1,408 per ASHRAE COVID requirements.)
- 8'x10' Booths: **178** (Guest count determined by Fire Marshal, but up to 1,408 per ASHRAE COVID requirements.)
- ASHRAE COVID requirements allow a maximum capacity range of 952-2,500 based on the type of activity
- Concessions area, E-101 and E-102 each have a maximum occupancy of **1**

#### **Characteristics**

- Dimensions: **160' x 220'**
- Square Footage: **34000**
- Floors: **Composition Tile**
- Ceiling Height: **7'11" - 18'6"**
- Lighting: **Fluorescent**
- Built-in Sound System Support columns – 27 in 3 rows of 9 running north to south: **Included**

#### **Included with Facility Use Fee (Rent)**

##### **Standard / Theater Package:**

- Chairs: **1200**
- Tables – 8' x 30" with white linen tablecloths: **6**
- Projection Table: **1**
- Wired Microphones: **4**
- Lectern: **1**
- Event Service Representative (ESR) time: **8 hours per event day**
- A stage of up to ten 4'x8' pieces, in heights of 24" or 32"
- One standard setup per Event day
- Four parking permits per Event
- Customary cleaning and janitorial service
- Standard utilities
- U.S. and Washington flags, as available
- Easels, as available

##### **Banquet Package**

- Includes all of the items in Standard/Theater Package listed above plus all 6' round tables with white linen tablecloths, ancillary tables as needed and a three compartment sink.

##### **Additional expenses apply for**

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- Additional stage equipment and labor
- Additional sound equipment and labor
- Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning

- Special power distribution, equipment or labor
- Admissions staff (ushers), peer security, and/or police requested by Licensee or required by Seattle Center due to nature of event, other than that included above
- Phones and internet connections through exclusive provider CCPI
- Additional parking permits / oversized parking
- Assembly permit from Seattle Fire Marshal when required, for exhibit shows or other variable room layouts
- Other requirements depending on event parameters
- Fees also apply for sale of any Event merchandise (except for merchandise sold by vendors at an exhibit show)

## **IMPORTANT NOTES**

Room capacities noted above are at maximum setting. Capacity numbers decrease if there is a need for empty space, or additional items such as registration, catering, projection or display tables, or a stage larger than 12' w x 8' d. Seattle Center equipment is not available for use in decorator-set spaces. For lists and rates of available equipment, services, and/or personnel, please refer to the Equipment and Services Addendum and the Personnel Rates Addendum.

### **SET-UPS**

All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to the Event. This plan is based on the Event requirements which must be received by the ESR at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

Exhibitors may carry in and set up their own exhibit materials. No porter service is available. To conserve energy on move-in/out dates, doors shall be kept closed when not in use and reduced lighting levels are used. Deliveries should only be scheduled when the client is in the facility to receive them. Seattle Center cannot sign for deliveries.

### **PERSONNEL REQUIREMENTS**

Included with the Facility Use Fee (rent) is a dedicated ESR who coordinates Seattle Center services for the Event. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be needed to set up and remove equipment and to operate it during the Event. For some events, Admissions personnel will be required to serve as door attendants, guards, ushers and/or Event security. Additional security in the form of Seattle Police or peer group security may also be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice, union contracts and the nature of the Event, and will be charged to Licensee at rates set forth in the Personnel Rates Addendum.

### **SOUND**

A built-in sound system is included. Additional sound equipment is available for rent. Seattle Center sound operators are required to set up and operate all Seattle Center equipment during the Event. No Seattle Center sound equipment shall be combined with any other equipment.

### **STAGE**

Stage platforms are rented in 4'x8' pieces and are available in heights of 24" and 32". Large stages (beyond what is included in the rent) can be estimated and may be required for heavy stage loads. Theatrical lighting and sound equipment must be ground supported. The ceiling is not weight bearing and supports no rigging.

### **CONCESSIONS**

A concessions stand is located at the north end of the hall and available for use. Licensee is responsible for ensuring that the concession stand is fully cleaned prior to vacating the building at the end of the Use Period; if Seattle Center personnel need to clean up after Licensee or Licensee's concessionaire, Licensee will be billed for excessive cleaning. Limited concessions equipment is located in the concessions stand; however, Seattle Center is not responsible for maintaining that equipment and does not guarantee the operability of that equipment. Please check with the ESR assigned to the Event for a current inventory of equipment in the concession stand.

### **ELECTRICAL**

120V outlets are located on perimeter walls. Additional power is available:

(3) 200A - 3P services

(1) 100A - 3P service

- All services are accessed through a power distribution terminal.
- Any electrical connections must be done by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center, and the work must comply with applicable codes.

### **FLOOR RESTRICTIONS**

#### **Floor Loading Guide\***

#### **Traffic Load**

- Maximum Vehicle Weight: 5000#
- Maximum Single Axle Limit: 4000#
- Maximum Single Wheel Limit: 2000#

#### **Static Load**

- Maximum Limit\*\*: 250# per sq. ft.
  - \* Floor Loading Guide also applies to Founders Court
  - \*\* Maximum limit must be uniformly distributed over not less than a 4'x4' area.
- Steel tread wheel dollies are not allowed.
- Only certain types of tape are permitted on tile floors; consult your ESR.
- All steel scaffolding and display supports must have foot pads under the vertical posts.

### **SIGNS AND POSTERS**

Nothing may be hung on finished wood, painted surfaces or windows by means of tape, tacks, nails, staples or mastic. Banners on the exterior of the building shall be hung and/or placed only with prior approval of the Director and must be hung by Seattle Center stage personnel.

### **SMOKING POLICY**

The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

### **ACCESSIBILITY**

The Exhibition Hall is wheelchair and stroller accessible. An assistive listening system is available for temporary installation at no cost to the Licensee. Per the Americans with Disabilities Act, you must make this available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

### **FIRST AID AND INCIDENT REPORTING**

All emergencies and accidents shall be reported by contacting the Customer Service Desk via the white courtesy phone located in Room E-101. Customer Service staff will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report.

Please email [Seattle Center Booking](#) if you need accommodations to access this document.



## FISHER PAVILION ADDENDUM

### To Facility Use Agreement

#### **Capacities**

- Theater Style - **1,370**
- Classroom Style – 4 per 8'x30" table - **576**
- Classroom Style – 3 per 8'x30" table - **432**
- Banquet Style – 10 per 6' round table - **610**
- 10' x 10' Booths – **60 booths** (Guest count determined by Fire Marshal, but up to 534 per ASHRAE COVID requirements.)
- 8' x 10' Booths – **66 booths** (Guest count determined by Fire Marshal, but up to 534 per ASHRAE COVID requirements.)
- ASHRAE COVID requirements allow a maximum capacity range of 467-2,003 based on the type of activity

#### **Characteristics**

##### Dimensions

- Exhibit Area: **176' x 62'**
- Foyer: **129' x 13'**

##### Square Footage

- Exhibit Area: **10,912**
- Foyer: **1,677**

Floors: **Concrete**

Ceiling Height: **17' – 19'**

Lighting: **Flourescent**

Built-in Sound System: **Included**

#### **Included with Facility Use Fee (Rent):**

##### Standard / Theater Package:

- Chairs: **1,370**
- Tables – 8' x 30" with white linen tablecloths: **6**
- Projection Table: **1**
- Wired Microphones: **4**
- Lectern: **1**
- Event Service Representative (ESR) time: **8 hours per event day**
- A stage of up to ten 4'x8' pieces, in heights of 24" or 32"
- Two-sided lighted exterior readerboard for Event message
- One standard setup per Event day
- Two parking permits per Event
- Full length black-out curtain
- Customary cleaning and janitorial service
- Standard utilities
- U.S. and Washington flags, as available
- Easels, as available

##### Classroom Package:

- Includes all of the items in Standard/Theater Package listed above plus all 8'x30" classroom tables with white linen tablecloths and ancillary tables as needed. (Note: 24" classroom tables not available.)

##### Banquet Package:

- Includes all of the items in Standard/Theater Package listed above plus all 6' round tables with white linen tablecloths, ancillary tables as needed, a three compartment sink and up to 64' of pipe and drape.

Additional expenses apply for:

- Additional tables other than those included above
- Additional labor to re-set a room on an event day
- Additional ESR time due to late or changing event logistics
- All stage equipment and stage labor
- Additional sound equipment and labor
- Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning
- Special power distribution, equipment or labor
- Dimmable incandescent lighting
- Admissions staff (ushers), peer security, and/or police requested by Licensee or required by Seattle Center due to nature of event
- Phones and internet connections through exclusive provider CCPI
- Additional parking permits / oversized parking
- Assembly permit from Seattle Fire Marshal when required, for exhibit shows or other variable room layouts
- Other requirements depending on event parameters
- Fees also apply for sale of any Event merchandise (except for merchandise sold by vendors at an exhibit show)

**Important Notes**

Room capacities noted on Page 1 are per ASHRAE requirements or maximum setting, whichever is less. Capacity numbers decrease if there is a need for empty space, or additional items such as registration, catering, projection or display tables, or a stage larger than 12'w x 8'd. Seattle Center equipment is not available for use in decorator-set spaces. For lists and rates of available equipment, services, and/or personnel, please refer to the Equipment and Services Addendum and the Personnel Rates Addendum.

**SET-UPS**

All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to your the Event. This plan is based on the Event requirements which must be received by the ESR from you at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

There are five 16' wide by 10' high roll up doors on the North side of the building. To conserve energy on move-in/out dates, doors shall be kept closed when not in use; no HVAC is supplied when doors are open. Roll doors shall be operated by Seattle Center staff and having roll doors open during an event is subject to ESR approval due to possible impacts on other nearby events. Exhibitors may carry in and set up their own exhibit materials. No porter service is available. Deliveries should only be scheduled when the client is in the facility to receive them. Seattle Center cannot sign for deliveries.

**PERSONNEL REQUIREMENTS**

Included with the Facility Use Fee (rent) is a dedicated ESR for who coordinates Seattle Center's services for the Event. An allotment of ESR time is provided with the room rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be needed to set up and remove equipment and to operate it during the Event. For some events, Admissions personnel will be required to serve as door attendants, guards, ushers and/or Event security. Additional security in the form of Seattle Police or peer group security may also be required. The numbers of such personnel are determined by the ESR based on Seattle Center practice, union contracts and the nature of the Event, and will be charged to Licensee at rates set forth in the Personnel Rates Addendum.



#### **SOUND**

A built-in sound system is included. Additional sound equipment is available for rent. Seattle Center sound operators are required to set up and operate all Seattle Center equipment during the Event. No Seattle Center sound equipment shall be combined with any other equipment.

#### **STAGE**

Stage platforms are rented in 4'x8' pieces and are available in heights of 24" and 32". Large stages (beyond what is included in the rent) can be estimated and may be required for heavy stage loads. Most theatrical lighting and sound equipment must be ground supported. There are a limited number of 1,000 lb. single point locations.

#### **ELECTRICAL**

120V outlets are located on perimeter walls. Additional power service available.

All services are accessed through a power distribution terminal. Any electrical connections must be done by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center, and the work must comply with applicable codes.

#### **FLOOR RESTRICTIONS:**

Traffic Load:

- Maximum Vehicle Weight 10,000#
- Maximum Single Axle Limit 4,000#
- Maximum Single Wheel Limit 2,000#

Static Load:

- Maximum Limit\* 500# per sq. ft.

#### **SIGNS AND POSTERS:**

- Tacks or pins but no staples, nails or tape may be used on the fabric covered portion of the wall. Nothing may be hung in front of the art on the walls. No staples, nails, mastic or tape may be used on finished wood, painted surfaces, black out curtain or windows.
- Banners hung on an inside wall which require a ladder or lifting device, or outside on the north face of the facility, must be hung by Seattle Center stage personnel; exceptions may be granted for qualified decorators.

#### **INTERNET ACCESS**

A hotspot for Seattle Center's free, unsecured Wi-Fi connection is available in Fisher Pavilion. Service is variable dependent on traffic campus-wide. If a secure or dedicated connection is required, Licensee is encouraged to use the services of SmartCity/CCPI, the exclusive 3<sup>rd</sup>-party phone and data provider.

#### **SMOKING POLICY**

The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

#### **ACCESSIBILITY**

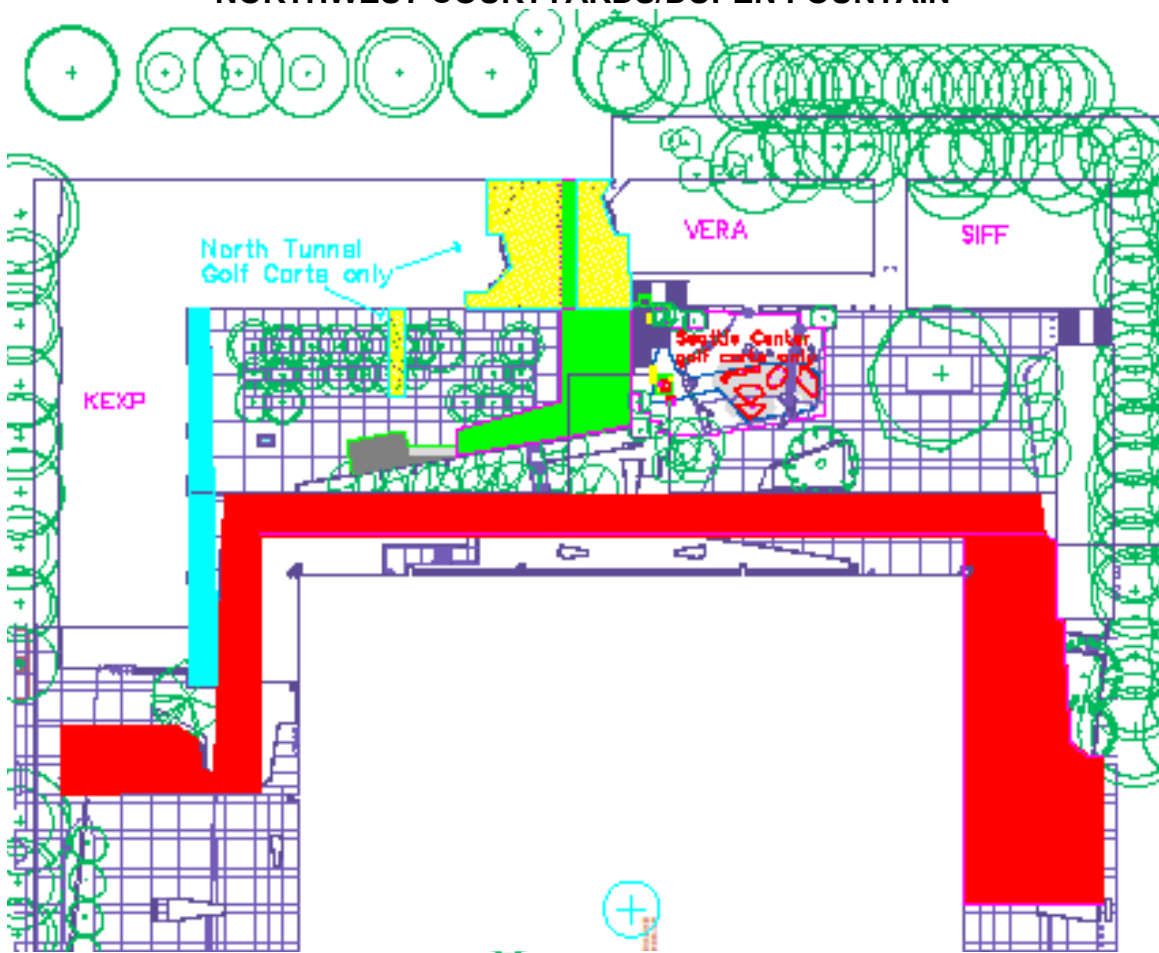
The Fisher Pavilion is wheelchair and stroller accessible. An assistive listening system is available for temporary installation. Per the Americans with Disabilities Act, you must make this available to your guests. Request activation and receivers from your ESR in advance if needed for your event.

#### **FIRST AID AND INCIDENT REPORTING**

All emergencies and accidents shall be reported by contacting the Customer Service Desk via the courtesy phones (behind panels at east and west end of room near restrooms). Customer Service staff will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer First Aid if needed and take an incident report.

If accommodations are required to access this document, please contact [Seattle Center Booking](#)

### NORTHWEST COURTYARDS/DUPEN FOUNTAIN



■ Max vehicle load: 25,000 lbs  
 Max wheel load: 4,500 lbs  
 Max static load: 250 lbs/sq ft

■ Max weight: 25,000 lbs  
 Includes vehicle, load, and driver/passengers

■ Max vehicle load: 10,600 lbs  
 Max axle load: 8,500 lbs  
 Max wheel load: 4,250 lbs  
 Max static load: 500 lbs/sq ft



) Remainder of Lower NW Courtyard:  
 No weight limits

) Remainder of Upper NW Courtyard:  
 Max vehicle load: 5,000 lbs  
 Max axle load: 4,000 lbs  
 Max wheel load: 2,000 lbs  
 Max static load: 250 lbs/sq ft



**OUTDOOR USE ADDENDUM  
To Facility Use Agreement**

<p><u>Rental of an outdoor facility exclusive of an indoor facility includes:</u>                  Outdoor Stacking Chairs                  Garbage, Recycling and Food Waste Receptacles                  Event Service Representative (ESR) time                  One setup per Event day                  Two parking permits per Event                  Customary cleaning and janitorial service                  Easels</p>	<p align="center">As available                  As available                  4 hours of advancing per event day                    As available</p>
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<p><u>Additional expenses apply for:</u></p> <ul style="list-style-type: none"> <li>• Tables, fencing or equipment other than those included above</li> <li>• Additional labor to re-set an area on an event day</li> <li>• Additional ESR time due to late or changing event logistics</li> <li>• Stage equipment and stage labor</li> <li>• Sound equipment and labor</li> <li>• Additional cleaning or janitorial service due to nature or schedule of event, or extraordinary post-event cleaning</li> <li>• Power or water distribution, equipment or labor</li> <li>• Admissions staff (ushers), peer security, and/or police requested by Licensee or required by Seattle Center due to nature of event</li> <li>• Phones and internet connections through exclusive provider CCPI</li> <li>• Additional parking permits / oversized parking</li> <li>• Assembly permit from Seattle Fire Marshal when required</li> <li>• Other requirements depending on event parameters</li> <li>• Fees also apply for sale of any Event merchandise (except for merchandise sold by vendors at an exhibit show)</li> </ul>
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**VEHICLE USE ON CAMPUS:**

- The maximum speed limit for vehicles driving on campus is 10mph. ALL vehicles, including client-rented golf carts, must adhere to this speed limit at all times. Sound horn at congested intersections or blind corners.
- Secure all loads when vehicle is moving. Turn engines off when exiting vehicle. Chock wheels or set emergency brake when vehicle is not in use. Any vehicles in use at night, including golf carts and forklifts, must use headlights.
- Safety restraints such as seatbelts on equipment such as forklifts must be worn when available. No riders on forklifts or other equipment where passenger seats are not available.
- Forklift drivers must ensure: travel with forks at a safe travelling height (3-6"); travel with loads facing uphill; fork tips flat on the ground while parked; no smoking while operating forklift.
- Yield to pedestrians at all times. Vehicle movement on grounds may require spotters or a walking escort, depending on crowd density around campus. The Seattle Center Duty Manager/ESR has the final decision on when and under what conditions vehicle traffic will be allowed on campus.
- Any non-Seattle Center operators of heavy equipment must carry proof of certification, and observe all OSHA/WISHA safe operating standards.

No vehicle of any kind is allowed to drive on grass, woodchipped or other landscaped areas. Should vehicle access to a lawn be required, Licensee must notify the ESR and receive approval in advance. Vehicles driving on grass must remain on a plywood road (minimum ¾" thick plywood or MDF). Licensee is responsible for all equipment and labor costs associated with this activity.



**No vehicles are allowed to drive on "pavers" (brick sections or decorative tile) in the following areas:**

- surrounding the International Fountain
- underneath the glass covered walkways
- decorative tiles ringing the South Fountain Lawn
- Founders Court breezeways
- outside the south doors of the Armory
- past the tree island in the Krielsheimer Promenade

**FIRE LANES:**

When placing any stationary article (canopy, parked vehicle, vendor truck/trailer, etc.) on a roadway within the Seattle Center campus, a minimum 20' wide fire lane must be maintained. Outdoor overhead décor that spans a fire lane, such as start/finish line truss, banners, inflatables, etc., must have a minimum 14' clearance over the fire lane.

**SET-UPS:**

All Seattle Center equipment must be set up and operated by Seattle Center staff. Facilities are cleaned prior to each Event and set according to the plan written by the Event Service Representative (ESR) assigned to the Event. This plan is based on the Event requirements which must be received by the ESR at least 15 days prior to the Event; additional charges may apply if information is received later. One standard set-up per day is included with the Facility Use Fee. Provision of an additional set-up or cleaning on any day is subject to staff availability and may incur additional labor charges.

Seattle Center equipment is not available for use in decorator-set spaces. For lists and rates of available equipment, services, and/or personnel, please refer to the Equipment and Services Addendum and the Personnel Rates Addendum.

Exhibitors may carry in and set up their own exhibit materials. No porter service is available. To conserve energy, doors shall be kept closed when not in use during move-in and -out. Deliveries should only be scheduled when the client is in the facility to receive them. Seattle Center cannot sign for deliveries.

**PERSONNEL REQUIREMENTS:**

Included with the Facility Use Fee (rent) is a dedicated ESR who coordinates Seattle Center services for the Event. An allotment of ESR time is provided with the space rental. Should the ESR be required to spend more than the maximum time allotted for the event, Licensee will be charged for the labor overage. Additional staff may be required or requested. Sound and stage technicians may be needed to set up and remove equipment and to operate it during the Event. For some events, Admissions personnel will be required to serve as door attendants, guards, ushers and/or Event security. Additional security in the form of Seattle Police or peer group security may also be required. The numbers of such personnel needed are determined by the ESR based on Seattle Center practice, union contracts and the nature of the Event, and will be charged to Licensee at rates set forth in the Personnel Rates Addendum.

**SOUND:**

Sound equipment is available for rent. Seattle Center sound operators are required to set up and operate all Seattle Center equipment during the Event. No Seattle Center sound equipment shall be combined with any other equipment. The use of non-Seattle Center sound equipment and operators is permitted, but subject to staffing by Seattle Center Stage crew.

**STAGE:**

Stage platforms are rented in 4'x8' pieces and are available in heights of 24" and 32". Theatrical lighting and non-Seattle Center sound equipment require labor support from Seattle Center Stage.



**AMPLIFICATION:**

Outdoor amplification is subject to the City of Seattle Noise Ordinance. Outdoor amplification is restricted to the hours of 9:00AM to 10:00PM on weekends (Saturday/Sunday) and 7:00AM to 10:00PM on weekdays (Monday-Friday), and may not exceed LEQ of 95 dbA as measured from 50' away for one minute. Amplification includes but is not limited to amplified speaking and/or music, and any sound checks prior to scheduled programming. If your event necessitates amplified noise outside of these hours, you will need to apply for a temporary noise variance online: <https://www.seattle.gov/sdci/permits/exemptions-from-code-requirements/noise-variances>

**UTILITIES:**

Electrical service and potable water are available at various points throughout the campus.

Any electrical connections are accessed through a power distribution terminal. Connections direct to the panel must be done by Seattle Center staff or a Washington State licensed electrician approved by Seattle Center, and the work must comply with applicable codes.

Any plumbed connections to Seattle Center water sources must be done by Seattle Center staff.

**GROUNDS PROTECTION:**

- Load limits apply in a number of outdoor areas, consult your ESR.
- No staking is allowed on lawns or in garden beds.
- Tents, signs, inflatables and other objects may not be tied off to trees or light poles. Items that need to be secured should be weighted.
- Tree protection may be required for your event; your ESR will have final decision in tree protection requirements, as informed by the Seattle Center Landscape Supervisor.
- Activities that have a high impact on lawn areas may require the use of terraplas, decking or other approved ground protection measures. Your ESR will have the final decision as to which activities require ground protection, some of which may be billable.
- Ice and all liquids must be disposed down proper drains; no dumping of ice or liquids is permitted on lawns or in planters, gardens or tree bed areas.
- Booth marking on pavement may be done with sidewalk chalk or grease pencil. Spike tape may not be used unless approved in advance by your ESR. When permitted, clients who use spike tape must remove all tape within 24 hours of the event or be charged for excessive cleaning.

**SMOKING POLICY:**

The Washington Indoor Clean Air Act prohibits smoking in all public places and within 25 feet of any entrance, exit, or ventilation intake.

**ACCESSIBILITY:**

The International Fountain is wheelchair and stroller accessible.

**FIRST AID AND INCIDENT REPORTING:**

All emergencies and accidents shall be reported by contacting the Customer Service Desk via 206.684.7200. Customer Service staff will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer first aid if needed and take an incident report.

Facility Addendum information subject to change without notice.

Please email [Seattle Center Booking](#) if you need accommodations to access this document.

## **EXHIBIT C NOISE ABATEMENT PLAN**

New Rising Sun (“NRS”) intends to implement a policy and plan that fits with the acceptable levels of sound as determined by Seattle Department of Construction and Inspection (“SDCI”), that keeps Seattle Center in “good neighbor” status in Queen Anne and Capitol Hill, and puts NRS out front as the responsible party to the public. The Plan will encompass policy development; equipment, staff and monitoring methods; and public relations and community efforts. NRS will continue to work with Seattle Center and SDCI to improve this plan for future festivals if necessary.

### **POLICY**

- NRS works directly with SDCI on plan for acceptable sound levels in outdoor venues, including Memorial Stadium if in use
- NRS works with SDCI to implement standard penalties for infractions (copy of plan to be provide to the Seattle Center Director three months prior to each festival)
- NRS puts language in performer contract addenda and issues strong reminder between advancer and tour manager
- Policy is posted prominently at every soundboard
- NRS plans to run outdoor stages until approx. 11:00PM and no later than 11:30PM and will acquire a noise ordinance variance from SDCI.

### **MONITORING:**

#### **On Site**

- Venues: All external venues in use by the Festival
- Equipment: recording db monitors at the major external venues including Memorial Stadium (if applicable), Broad Street Lawn (if applicable), Mural Amphitheatre, South Fountain Lawn and International Fountain Lawn; hand-held db monitors at all other including the Broad Street Lawn if Broad Street is not in use as a music stage.
- Staff: 2 Sound managers, one in Stadium (if applicable), 1 on Grounds
- Sound Manager deals directly with tour manager and sound board operator before show and especially during first song.

#### **In Neighborhoods**

- Equipment: Hand-held db monitor
- Staff: 1 roving person who records and responds in specific neighborhoods where sound complaints are originating

### **PUBLIC RELATIONS EFFORTS**

NRS will designate a PR contact who is experienced with the limits on noise levels and the sound monitoring plan on site. This person will be the designated spokesperson for the public who inquire about the noise levels during the weekend. Seattle Center will be provided with the person’s name and phone number and can direct public calls of this nature to the info line before, during, and after the festival weekend. Complaints that are direct to Bumbershoot via any Council Members will be handled by the Producer.

### **PENALTY**

NRS shall be responsible for all fines levied by SDCI for violations of an accepted sound plan during the course of the Event.

## EXHIBIT D FISHER PAVILION Guidelines for Use of Rooftop

The following guidelines have been approved by the Seattle Center Executive Committee:

1. The weight limit on the Fisher Pavilion Rooftop is 125 lbs. per square foot.\*

**\*Note:** Concern has been expressed that this weight restriction seems very limiting. It may help to realize that this is the same load limit as the stage pieces that Seattle Center uses. A practical example shows that a 24' x 16' area of the Rooftop would have an overall capacity of 48,000 lbs, or 24 tons (see below). Therefore, the weight of a small 24'x16' stage plus performers, sound equipment, trussing, etc., would have to total more than 24 tons to exceed capacity. This should be sufficient for anticipated festival and other special event activity on the Rooftop. The key is to remember that the weight of static equipment needs to be distributed, not on a single point, hence the need for a plywood surface underneath (see #2 below).

$$24' \times 16' = 384 \text{ sq ft} \quad \text{à} \quad 384 \text{ s.f.} \times 125 \text{ lbs} = 48,000 \text{ lbs} \quad \text{à} \quad 48,000 \text{ lbs} / 2,000 = 24 \text{ tons}$$

2. All stationary equipment such as stages, sound equipment, or catering equipment on the Rooftop must be placed on a  $\frac{3}{4}$ " plywood base to distribute the weight.
3. Areas where audiences/attendees would stand or sit can be directly on the Rooftop surface, however it is recommended that chairs on the Rooftop have runners rather than legs to avoid pressure points on the tiles.
4. No stakes of any kind may be used on the Rooftop. Foot pads must be placed under tent legs. Tent weights must not be rolled or dragged across surfaces.
5. The only powered vehicles permitted on the Rooftop are the smallest Seattle Center forklift (weighing 6,800 lbs. with a carrying capacity of 3,000 lbs.) or Seattle Center electric carts. Only Seattle Center staff may drive these vehicles, and a plywood surface must be laid under the entire path of the vehicle as is required on lawn surfaces. No other vehicles or drivers are permitted on the roof. No vehicles are permitted at any time on the Overlook area along the North edge of the Rooftop.
6. Handcarts/dollies may be used directly on the Rooftop surface to move materials but must have non-marking tires with 5" minimum casters.
7. Pallet jacks may also be used but must have a plywood path laid underneath them on the Rooftop given the heavier loads they carry.
8. Adequate surface protection must be provided for cooking, oil or grease-producing activities as follows:
  - On surfaces where cooking is undertaken, the entire area being used, whether for booth, food preparing and cooking, or other purposes must be thoroughly protected against food, beverage, ash and grease spills by having flooring in layers as follows:

- (a) Lower layer of 4' x 8' X 3/4" or thicker plywood installed directly under each cooking unit (barbecues, deep fryers, grills, griddles, spit, woks, etc.) as well as not less than 4' around each cooking unit.
  - (b) Upper layer of rubber backed carpet or Astroturf securely joined together in a manner that covers the entire booth, *i.e.*, cooking and all other areas.
- On surfaces where no cooking is undertaken, rubber backed carpet or Astroturf securely joined together in a manner that covers the entire area will be required when catering or food sampling is being done. Seattle Center reserves the right to require the client to use rubber backed carpet or Astroturf in areas that it deems necessary.
  - Any waste produced from such activities (such as ash, coals, etc.) shall be disposed of in appropriate containers supplied by and disposed of by the client.

Any exceptions to these guidelines must be approved by the Seattle Center Director or his/her designee.

In case of a conflict between these guidelines and the Facility Use Agreement between The City of Seattle and New Rising Sun Concerning the "2023-2032 Bumbershoot" Festival, the Agreement will supersede these guidelines.



## **EXHIBIT E FISHER PAVILION Guidelines for Exterior Banners**

The following guidelines have been approved by the Seattle Center Executive Committee:

1. Banners may be hung on the Fisher Pavilion's two elevator pylons under the following conditions:

- Banners may only promote an event taking place in Fisher Pavilion, and may only be hung on days the facility has been contracted or otherwise reserved for that purpose.
- Banners may list or advertise event sponsors; however, no more than 20% of the banner surface may be used for this purpose. Provided that, if a sponsor's name is an official part of the event name, i.e. "QFC Bite of Seattle", that listing is exempt from the 20% rule.
- Sponsors on banners may not include liquor, marijuana or tobacco products (beer and wine are acceptable) and should be in keeping with Seattle Center's family-oriented atmosphere.
- Banners may not be hung on the South faces of the elevator pylons; these are reserved for banners promoting Seattle Center sponsored events. However, 30 days before an event a client may request in writing to use the South face(s), and, if Seattle Center has not already scheduled use of these areas, client shall be granted use.
- Seattle Center Stage personnel must hang all such banners, at client's expense where applicable.

2. Banners may not be hung from any part of the railing that runs along the North edge of the rooftop plaza.

3. Banners may be hung on the North side of the Fisher Pavilion building, over the main entrance, under the following conditions:

- Banners may list or advertise event sponsors with no restriction on the proportion of the banner surface that may be used for this purpose.
- Sponsors on banners may not include liquor, marijuana or tobacco products (beer and wine are acceptable), and should be in keeping with Seattle Center's family-oriented atmosphere.
- Banners may only be hung from the wire that has been installed parallel to the roofline near the top of the columns on the front of the building.
- Banners may not otherwise be hung between or attached to the columns.
- Seattle Center Stage personnel must hang all such banners, at client's expense where applicable.

Any exceptions to these guidelines must be approved by the Seattle Center Director or their designee.

In case of a conflict between these guidelines and the Facility Use Agreement between The City of Seattle and New Rising Sun concerning the "2023-2032 Bumbershoot" Festival, the Agreement will supersede these guidelines.

## **EXHIBIT F INSURANCE ADDENDUM to Facility Use Agreement**

### **GENERAL**

New Rising Sun shall obtain and thereafter maintain continuously throughout the term of this Agreement, for all Festival dates and any permitted ancillary activities, at no expense to the City, the following insurance. Acceptable proof of such coverage shall be sent to the City at the address in the Agreement not less than ten days prior to the first day of Move-In for Bumbershoot and not less than 10 days prior to each policy renewal.

Work will not begin each year until the City has the required such proof.

Failure of New Rising Sun to fully comply with the insurance requirements will be considered a material breach of the Agreement. The insurance shall protect the City from any and all claims and risks in connection with any activity performed by New Rising Sun by virtue of this Agreement or any use and occupancy of the Premises authorized by this Agreement.

### **REQUIRED COVERAGES AND LIMITS OF LIABILITY**

1. NRS shall obtain and maintain continuously for the term of this Agreement, at its own expense, Commercial General Liability insurance policy written on an occurrence form at least as broad as ISO CG 00 01 with Minimum Limits of Liability:

\$1,000,000 - Each occurrence combined single limit bodily injury and property damage (CSL)  
\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed operations Aggregate  
\$2,000,000 Liquor Liability  
\$500,000 Garage Keepers Legal Liability  
\$1,000,000 Personal/Advertising Injury Liability  
\$1,000,000 Damage to Premises Rented to You  
\$1,000,000 each accident/disease – policy limit/disease  
Employers Liability / Washington Stop Gap; Alternatively, may be evidenced as Employer's Liability insurance under Part B of a Workers Compensation insurance policy.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle. Such insurance shall include "The City of Seattle" as an additional insured as their interest may appear under this Agreement on primary and non-contributory basis. Upon receipt of notice from its insurer(s) NRS shall provide the City with thirty (30) days prior written notice of cancellation of any required coverage Failure to maintain required insurance shall be considered a material breach of contract.

2. Automobile Liability insurance, at least as broad as ISO CA 00 01 including coverage for owned, non-owned, leased or hired vehicles as applicable, with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

3. Excess Insurance: A policy in excess of the Commercial General Liability, Liquor Liability, Garage Keepers Legal Liability and Business Automobile Liability policies that will provide a total minimum limit of insurance of \$5,000,000 each occurrence and in the aggregate where applicable. The excess policy must be at least as broad as the primary policies.

4. Worker's Compensation for industrial injury to NRS's employees in accordance with the provisions of Title 51 of the Revised Code of Washington.

5. Property Insurance. NRS shall maintain at all times Property insurance on all personal content, building improvements and fixtures on an "All Risk" basis in an amount at least equal to the current one hundred percent (100%) replacement cost thereof, as established no less frequently than annually, that covers:

A. Loss from the perils of fire and other risks of direct physical loss (earth movement including earthquake if required in writing by the City and flood damage if the Property is in a flood hazard area) not less broad than provided by the insurance industry standard Causes of Loss - Special Form CP 10 30.

B. Loss or damage from water damage, or sprinkler systems now or hereafter installed in any building on the premises.

C. Loss or damage by abrupt and accidental breakdown, electrical injury and explosion of a steam boiler, steam piping or steam engine of steam boilers, pressure vessels, oil, or gasoline storage tanks; machinery, heating or air conditioning, elevator and escalator equipment or similar apparatus, in each case if the Property contains equipment of such nature.

D. Business Interruption and Extra Expense coverage with sufficient limits of liability to provide for the loss of rent and other fixed costs during any interruption of NRS's business, loss of occupancy, or use because of fire or other peril, in an amount equivalent to projected gross annual rents.

6. Sexual Misconduct Liability Insurance (Sexual Abuse and Molestation Liability). NRS shall maintain at all times a minimum of \$2,000,000 per occurrence of Sexual Misconduct Liability insurance either through CGL, excess, or a stand-alone policy.

7. Active Shooter. NRS shall maintain at all times a minimum of \$2,000,000 per occurrence of active shooter coverage. Such coverage shall cover liability, property damage, medical expense, accidental death & dismemberment, crisis management services, circumstance – event responder fees, counselling services, and funeral expenses.

8. Pyrotechnics: If pyrotechnics are used, a permit is required from the Seattle Fire Marshall. Use of pyrotechnics must be specifically covered by the General Liability policy, or otherwise covered by insurance provided by the subcontractor performing such pyrotechnic services, with a minimum limit of liability of \$2,000,000 each occurrence.

**CITY AS ADDITIONAL INSURED.** NRS shall include the City, its officers, elected officials, employees, agents, and volunteers” as additional insureds under CGL and Automobile Liability insurance for primary and non-contributory limits of liability per the ISO CG 20 26 designated additional insured endorsement or its equivalent.

**SELF-INSURANCE.** Any self-insured retention not fronted by an insurer must be disclosed. Any defense costs or claim payments falling within a self-insured retention shall be the responsibility of NRS.

**NO LIMITATION OF LIABILITY.** The limits of liability described above are minimum limits of liability only and shall not be deemed to limit the liability of NRS’s insurer except as respects the stated limit of liability of each policy. Where required to be an additional insured, the City of Seattle shall be so for the full limits of insurance coverage held by NRS, whether such limits are primary, excess, contingent or otherwise. Any limitations of insurance liability shall have no effect on NRS’s obligation to indemnify the City.

**CHANGES IN INSURANCE REQUIREMENTS.** The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to NRS. Should NRS, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.

**MINIMUM SECURITY REQUIREMENT.** Each insurance policy required hereunder shall be (1) subject to reasonable approval by the City that it conforms with the requirements of this section, and (2) be issued by an insurer rated A- V or higher in the current A.M. Best’s Key Rating Guide and licensed to do business in the State of Washington unless coverage is issued as surplus lines by a Washington Surplus lines broker.

**WAIVER OF SUBROGATION.**

Property, CGL, Auto, and Employer’s Liability insurance required to be maintained hereunder shall contain a waiver of subrogation in favor of the City. The property insurance shall also contain a waiver of subrogation in favor of the City.

**EVIDENCE OF COVERAGE.**

Prior to performance of any scope of work this under this Agreement, NRS shall provide certification of insurance acceptable to the City evidencing the minimum coverages and limits of liability and other requirements specified herein. Such certification must include a copy of the policy provision documenting that the City of Seattle is an additional insured for commercial general liability insurance on a primary and non-contributory basis.

**ADDITIONAL INSURED**

Except for Worker’s Compensation (above), all insurance policies shall be endorsed to include both the City of Seattle, its officers, elected officials, employees, agents and volunteers and Cornish College of the Arts (“Cornish”) as additional insured for primary and non-contributory limits of liability subject to a severability of interest clause. As respects CGL (including Liquor and Pyrotechnic Insurance), the City and Cornish must be an additional insured by means of either an appropriate additional insured endorsement to the policy or appropriate policy wording. New Rising Sun shall provide evidence of such insurance not less than seven (7) days prior to

the first scheduled event to the City and to Cornish. Cornish's notices shall be sent to Cornish College of the Arts, 1000 Lenora Street, Seattle, WA 98121.

#### DEDUCTIBLES

If any insurance provided under this Agreement contains a deductible in excess of \$50,000, New Rising Sun or the entity providing the insurance shall:

1. Disclose such amount .
2. Be responsible for payment of any claim equal to or less than the deductible amount.

The City reserves the right to approve any deductible in excess of \$50,000 by evaluating risk bearing capacity of the entity who shall provide necessary financial reports and information.

#### EVIDENCE OF INSURANCE

Certificates of Insurance on ACORD or other forms will not be accepted as sole evidence of insurance. Evidence of insurance shall be demonstrated by submitting a copy of the duly executed declarations pages of the policy(ies), the endorsement forms list, and the additional insured endorsement(s). The declarations pages shall clearly show the insurer, policy effective dates, policy number, policy limits, and named insured. Reference to premiums may be blacked out. A binder shall be accepted as temporary proof of insurance pending delivery of the actual policy(ies).

All policies shall be maintained by New Rising Sun for a period of three years after each Festival and shall be made available for City inspection if requested.

At the option of the City, New Rising Sun may be required to submit a full and certified copy of the insurance policy(ies).

#### SUBCONTRACTORS

New Rising Sun shall include all subcontractors performing any work included under this contract as an insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

## **EXHIBIT G McCAW HALL BOOKING POLICY**

### Use Requirements

- A. Use of the Auditorium, Lobbies, Café and Donor Rooms is limited to Events that the Director, in the Director's sole discretion based on event history, reasonably concludes do not pose a substantial risk of causing damage or soil to the Auditorium or other spaces in the Hall that would create extraordinary cleaning costs or require more preparation time for the next event than the regularly scheduled maintenance crew can remedy overnight.
  
- B. Use of the Hall is further limited to Events that the Director reasonably concludes will comply with the following use regulations that apply to users of the Hall:
  - 1) The audience may not stand on chairs or conduct themselves in any other manner that might potentially harm the Facility and/or its furnishings or could result in "moshing", body surfing, or other similar activities.
  - 2) The audience is prohibited from obstructing the aisles and/or rushing the stage.
  - 3) The audience may not bring food and drink into the Auditorium.
  - 4) The audience and/or Event participants may not attach materials to the walls or furnishings without permission of the Hall personnel.
  - 5) The participants in the Event will not incite behavior of 1), 2), or 4) above from the audience, or participate in such behavior themselves.
  - 6) The participants in the Event will not cause anything to be sent from the stage into the audience that could cause excessive soil or damage, or that would create a public safety hazard.

**EXHIBIT H**  
**Facility Use Grid**

EXHIBIT H – Facility Use Grid is supplied by New Rising Sun and requires approval by Seattle Center.

## EXHIBIT I SDOT-SEATTLE CENTER CURB USE MOU



Seattle Department of Transportation / Seattle Center

### MEMORANDUM OF AGREEMENT for Event Curbside Management

Seattle Center is an important gathering place - since its inception it has existed to provide cultural, community, sports and arts events for the entire region. Many of these events require use of public right-of-way for loading and staging. When the Seattle Department of Transportation (SDOT) installed on-street paid parking in Uptown in 2006, it was agreed that the fees for temporary use of the curbspace for Seattle Center events should be waived, in accord with decades-long precedent, and in acknowledgment of Seattle Center's unique contributions to the city. This version of the Memorandum of Agreement removes the prior Reservation Type restrictions and allows Seattle Center to temporarily use on-street curbspace per the list included here. Seattle Center will strive to minimize impacts (extent and duration) wherever possible, in adhering to a policy of careful and judicious use of public right of way.

#### Agreement

- This Memorandum of Agreement between the Seattle Department of Transportation (SDOT) and Seattle Center describes procedures for Seattle Center to reserve right-of-way curbspace for loading, unloading and staging of events at Seattle Center. The agreement covers the following uses, to be detailed within the reservation applications submitted to SDOT by Seattle Center staff or their designees and as marked on temporary no-park signage corresponding to specific curb use:
  - Short-term loading zones as needed
  - Staging of vehicles and equipment
  - Trailer parking
  - No parking (*e.g., walk/run route necessitating no vehicles along the event course*)

More than one reservation type may be used along a single curb face as needed, provided use-specific signage is located to clearly delineate each type of use.



#### **Procedure for Reservations**

1. Seattle Center staff or their designee will complete an online application through the Seattle Services Portal (see Appendix Link 1) for Temporary No Parking (TNP) for paid areas. Choose “barricade”, and SDOT will waive fees and approve. No online verification (now called “public notification”) is required for TNP (paid area). The application identifies dates, times, and specific space numbers to be removed from paid parking operation for the duration of the curb use period.
  - a. Space numbers can be referenced from the web map (see Appendix Link 2).
  - b. Application must be received by SDOT Permits desk no later than 24 hours prior to the start of Seattle Center curb use.
2. Seattle Center Technical Facilities Management (TFM) crews shall place temporary no-park signage (gorilla posts or A-frames) at minimum 24 hours prior (and preferably 72 hours prior for A-frame signs in non-paid areas) to the start of the curb use period.
  - a. For gorilla posts, at the time of no-park signage placement, Seattle Center TFM will document on tags the date and time no-park signage was placed which they will affix to at least one gorilla post on that block.
    - i. In addition to date and time, Seattle Center TFM will document on the tag any vehicle license plate numbers currently parked in these curb spaces.
  - b. Temporary no-park signage may be customized by Seattle Center staff or their designee and must include the date(s) and time(s) of curb use.
  - c. Public notification is required for A-frame No Park signage in non-paid areas and is generated through the Temporary No Parking Non-Paid (TNP-N) application process which Seattle Center must complete through the Seattle Services Portal (see Appendix Link 1).
  - d. No online verification (“public notification”) is required for gorilla post no-park signage.
3. For curb used to stage commercial trailers, commercial vehicles and trucks, Seattle Center shall obtain a Restricted Area Parking Permit, to be placed in/on each truck at all times the vehicle is located along the curb.

#### **Procedure for Reservations for Special Events**

1. For events operating under a Special Events Permit (e.g., festivals, walks/runs utilizing public right-of-way as part of their route), curb use is included within the

Special Event Permit. Curb space needs to be reserved, either by Special Events personnel or by Seattle Center personnel, via the TNP process outlined above.

2. Where applicable, Seattle Center TFM crews shall place temporary no-park signage (gorilla posts or A-frames) at minimum 24-hours prior (and preferably 72 hours prior for A-frame signs in non-paid areas) to the start of the curb use period. Seattle Center shall follow the procedures identified above ("Procedure for Reservations" Section 2) for temporary sign placement.

#### **School Bus Parking**

Select curb spaces have been designated for use by school buses Monday-Friday, 9:00 am – 3:00 pm in order to accommodate activities programmed for school-aged children at Seattle Center and Seattle Center resident organizations. School bus parking zones are not actively managed by Seattle Center or Seattle Center resident organizations.

School bus parking zones are signed as such and located on the following blocks:

- 1<sup>st</sup> Ave N, east side, between Thomas St and Harrison St
- 4<sup>th</sup> Ave N, west side between Republican St and Mercer St
- 5<sup>th</sup> Ave N, east side, north of Harrison St

#### **Climate Pledge Arena**

Curb space may be utilized by Climate Pledge Arena for event use only, on the specific blocks identified below. Use will be coordinated with Seattle Center event representatives, and Seattle Center staff will make the requests. Climate Pledge Arena and/or Seattle Center shall follow the procedures identified above for application and temporary sign placement ("Procedure for Reservations" Section 2).

This MOA also recognizes that there might be brief challenges between the Arena ingress and egress procedures for large events and Seattle Center's use of curbspace for their large events and festivals. As stated in the Transportation Management Plan (TMP) for the Climate Pledge Arena (which is signed by SDOT, Seattle Center, SDCI and the Climate Pledge Arena General Manager), Seattle Center has oversight for the Seattle Center campus which includes Climate Pledge Arena and numerous other venues and resident organizations.

Seattle Center operates the campus as a whole including agreements regarding the use of parking garages and curb space. Seattle Center will actively partner with the Climate Pledge Arena regarding the use of curbspace.

#### **Curb Space Included in this Memorandum Agreement for Temporary Use**

- Thomas St, both sides between 1<sup>st</sup> Ave N & 2<sup>nd</sup> Ave N \*
- Warren Ave N, both sides between Thomas St & John St\*
  - The west side of this block will not be available for Seattle Center use between 5 PM and midnight during Climate Pledge Arena events with over 10,000 anticipated attendees
- 2<sup>nd</sup> Ave N, both sides between Thomas St & John St \*
- Republican St, both sides between 1<sup>st</sup> Ave N & Warren Ave N
- Warren Ave N, both sides between Mercer St & Republican St
- 2<sup>nd</sup> Ave N, west side between Mercer St & Roy St
- 2<sup>nd</sup> Ave N, east side between Mercer St & Roy St, northern half only
- 4<sup>th</sup> Ave N, both sides between Mercer St & Republican St \*
- Republican St, both sides between 4<sup>th</sup> Ave N & 5<sup>th</sup> Ave N \*
- Mercer St, north side between 3<sup>rd</sup> Ave N & pedestrian bridge
- Taylor Ave N, east side between Harrison St & Thomas St (parallel parking configuration only)

*\*Eligible for use by Climate Pledge Arena*

#### **Signage**

Seattle Center shall purchase and maintain a sufficient number of gorilla posts and A-frame signs to effectively reserve curbspace in the locations described, along with signs as appropriate for each type of reserved curbspace. The main signage text and colors will be mutually agreed upon by SDOT and Seattle Center. Seattle Center or their designee may add auxiliary signage on the main sign, as described above, at their discretion.

Seattle Center or their designee must locate signs along the curbspace to accurately delineate the reserved space. Signs with appropriate directional arrows must be placed at each end and at least every other parking space along the length of curbspace being reserved.

#### **Fees**

Due to the nature of Seattle Center as a unique event destination, their need to use adjacent streets in support of their event management, and the past practice of not being charged for those activities, the SDOT Director of Transportation Operations and Director of Transit and Mobility waive reservation that would otherwise accrue for use

of paid curb space.

For street use outside of the parameters of this agreement, the event or activity producer requesting a permit is responsible for any SDOT Street Use permit fees or Special Event permit fees, and any related charges that may result from their transactions with SDOT Street Use or Seattle Parks and Recreation.

**Enforcement**

SDOT and Seattle Center will rely on Seattle Parking Enforcement to enforce temporary short-term loading zones. SDOT Commercial Vehicle Enforcement will enforce all truck permits for longer reservations except when a Special Events Permit is in effect. SDOT Street Use will enforce street use permits.

**Term of Agreement**

This Agreement will become valid when signed by representatives of Seattle Center and SDOT, and will remain in effect indefinitely, unless amended or replaced by mutual agreement of the departments' representatives.

SEATTLE DEPARTMENT  
OF TRANSPORTATION

*Adiam Emery*  
Adiam Emery (Sep 13, 2021 16:47 PDT)

Adiam Emery, Director of  
Transportation Operations

09/13/2021

Date

*Candida Lorenzana*  
Candida Lorenzana (Sep 14, 2021 09:57 PDT)

Candida Lorenzana, Director of  
Transit and Mobility

09/14/2021

Date

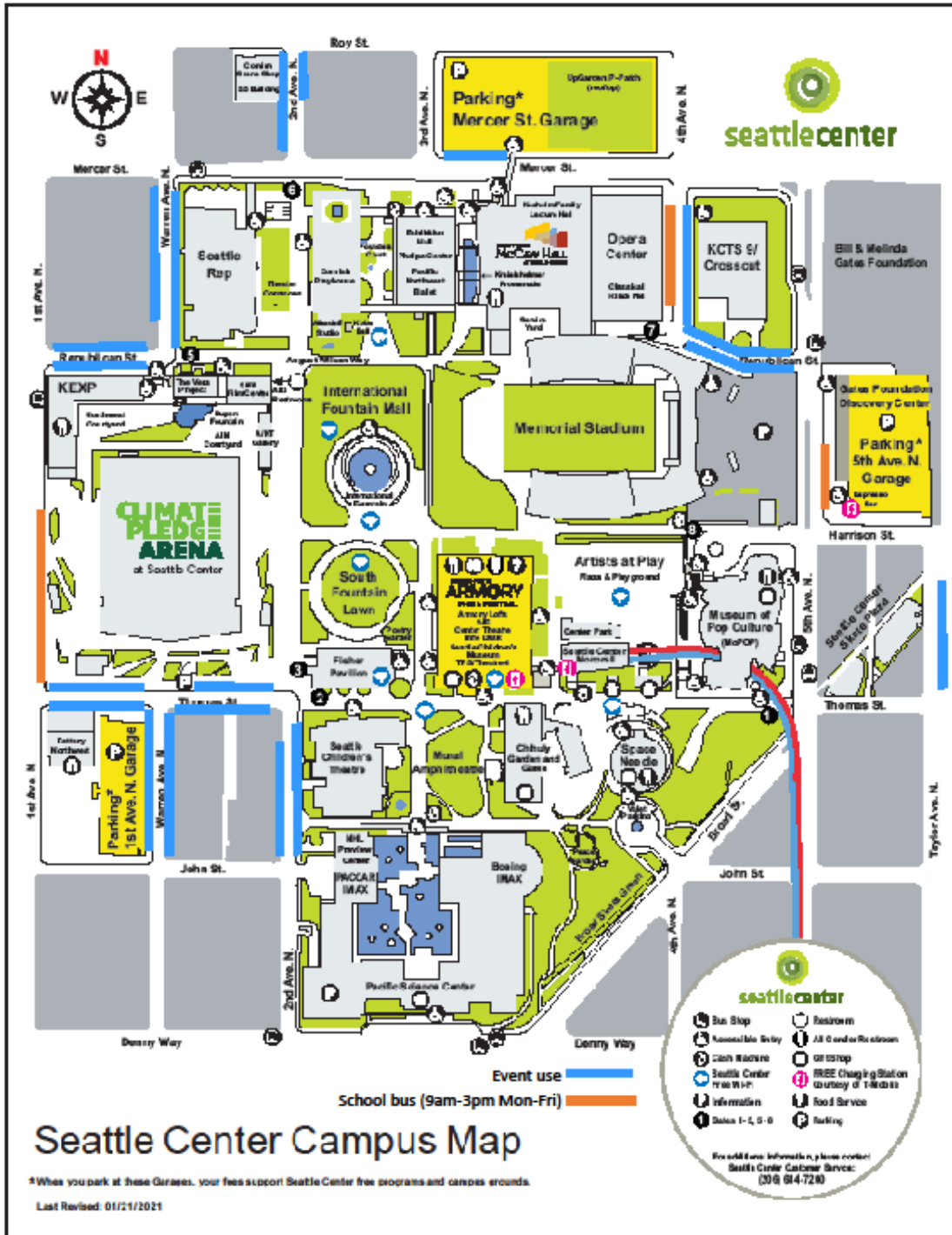
SEATTLE CENTER

*Robert Nellams*  
Robert Nellams (Sep 15, 2021 14:45 PDT)

Robert Nellams  
Director

09/15/2021

Date





**Seattle Department of Transportation / Seattle Center**

**MEMORANDUM OF AGREEMENT  
for  
Event Curbside Management**

**APPENDIX**

**Website links for reserving permits**

1. Seattle Services Portal, used for applications for Temporary No Parking in paid and nonpaid areas: <https://cosaccela.seattle.gov/Portal/Welcome.aspx>
2. Link to find space numbers for Temporary No Parking in paid areas:  
<https://seattlecitygis.maps.arcgis.com/apps/MapSeries/index.html?appid=ec2bf6796118412982072feb28d35277>

**EXHIBIT J  
SEATTLE CENTER  
FESTIVALS' GROUNDS ACCESS POLICY**

**STAFFING:**

- Seattle Center will staff (at SC's cost) one Guest Services guard at Gate 2 or 3 from 7:00AM-12:00PM daily.
- If a festival needs Gate 2/3 staffed outside these hours, and/or needs an additional gate staffed, it must be staffed by Seattle Center personnel and the additional cost will be a Festival expense.
- Seattle Center encourages the Festival to staff each opened gate with a Festival person along with the Seattle Center personnel.
- Seattle Center Emergency Services Unit (ESU) will be contacted to unlock bollards for miscellaneous vehicles arriving/departing outside the designated times listed above. In the event that more than three vehicles will need access to the grounds outside the designated times, Festivals will be required to staff (with Seattle Center personnel) one or more gates to accommodate these deliveries.

**BOLLARD KEYS:**

- One bollard at each gate being used by the Festival will be re-cored to a Festival core.
- Up to five keys will be given to each Festival on the Monday prior to the opening day of the festival.
- All bollard keys will be returned to ESU no later than four days after the festival closes.

**ACCESS TO ARMORY PRIOR TO REGULAR PUBLIC OPENING TIME:**

- Festival may recore one exterior door to the Armory to allow building access to approved Festival staff outside of Armory public opening hours.
- Armory Loft (third floor) restrooms will be unlocked per schedule provided by Seattle Center Event Representative based on Loft room usage.

**SUBJECT TO CHANGE:**

This policy is subject to change at Seattle Center Director's discretion as conditions warrant.

In case of a conflict between this access policy and the Facility Use Agreement between The City of Seattle and New Rising Sun Concerning the "2023-2032 Bumbershoot" Festival, the Agreement will supersede this access policy.

## **EXHIBIT K REGARDING UNSAFE ACTIVITIES AT CONCERTS AT SEATTLE CENTER FACILITIES**

All persons on Seattle Center campus shall be governed by all applicable rules, regulations and laws as well as by order and instructions of the Seattle Center Director relative to the use or occupation of any part of the Seattle Center grounds or buildings and shall comply with written or oral instructions issued by the Director, Seattle Center Employees, Seattle Center authorized agents, or Seattle Police to enforce these regulations.

For the preservation of public safety:

1. Moshing, slam dancing, body surfing, stage diving and other “moshing” related activities are prohibited at Seattle Center. For example, running around in circles, aggressively colliding with other patrons, bumping and striking other patrons, shoving, pushing, being hoisted above the heads of other patrons, being passed along from person to person, entering the area behind the stage barricade, and jumping/diving into the audience from the stage area.
2. Persons observed moshing, slam dancing, body surfing, or stage diving will be subject to ejection from the event.
3. At certain events Seattle Center will require the event producer to procure and have installed a barricade to separate the stage area from the area that the audience is in. Persons coming over the barricade for any non-authorized reason will be subject to ejection from the event.
4. At general admission shows Seattle Center has the right to videotape without any audio recording, the camera will focus on the audience and barricade and not the stage. All Seattle Center concert areas are public places. Attendees should not have any expectation of privacy in such areas.
5. NRS will work with artists, security and stage personnel to prevent or respond to unsafe crowd conditions such as crowd surges or other unsafe activity. A plan for response to crowd surges will be included in the pre-Festival public safety meeting.
6. All promoters of general admissions shows will agree to adhere by these policies as part of their facility use agreement with Seattle Center.
7. All promoters are obliged to have a representative present (in person or via conference call) at Seattle Center’s pre-event security meeting approximately 10 days before each concert. The promoter’s representative will be asked to sign an acknowledgement of receipt of this policy at the security meeting or on the day of the event.



## **EXHIBIT L – Connectivity Addendum**

### **SEATTLE CENTER CONNECTIVITY ADDENDUM**

#### **To Facility Use Agreement**

##### **Public Connectivity**

Seattle Center has free WiFi across many of its indoor and outdoor spaces – this WiFi can be accessed via your cell phone, tablet, or computer by selecting “Seattle Center Free WiFi” from your device’s WiFi dropdown menu. After selecting the network, a popup will open asking you to agree to terms of services – once agreed upon, your device will be online.

- Please reference the diagram at the end of the addendum to reference where Seattle Center Free WiFi is available.
- Please note, Seattle Center Free WiFi is not secure, nor does Seattle Center have on-site technicians to respond should there be a connectivity issue.

##### **Facility- and Event-Specific Connectivity**

Many Seattle Center facilities provide the option of facility- or event-specific fiber connectivity.

- SmartCity is the exclusive connectivity partner with Seattle Center. If you would like to request specific connectivity (e.g. WiFi for your facility to facilitate merchant use of online payments), your Event Representative (ER) can provide an order form and contact information for SmartCity. Please note, there are fees associated with SmartCity-provided connectivity that will be your responsibility to pay directly to SmartCity.
- If your connectivity use is predominantly for transactions, Seattle Center requires SmartCity to be the provider for this connectivity.
- If SmartCity is unable to provide the connectivity needed for your event, you are welcome to use a connectivity provider of your choice. Please alert your ER of this decision. Your ER can also help coordinate access to applicable connectivity rooms.
- Seattle Center has some circuits/fiber available for connectivity which can be used to enhance connectivity, including connectivity between multiple on-campus venues; if used, Seattle Center has no responsibility for the associated transactions. Clients should liaise with their ER, and ER should liaise with the Campus Manager regarding fiber network possibilities.

##### **Armory Food & Event Hall**

Seattle Center Free WiFi is available in the Armory Food & Event Hall.

- Fiber is not readily accessible in the Armory Food & Event Hall. Should a fiber connection be needed, single mode fiber may be accessible originating from the communications room in the northwest corner of the Armory in the basement. Please note, there is no clear, easily accessible pathway to route this fiber to the Armory Food & Event Hall.

##### **Armory Lofts**

Seattle Center Free WiFi is available in the Armory Lofts.

- Fiber is not readily accessible in the Armory Lofts. Should a fiber connection be needed, single mode fiber may be accessible originating from the communications room in the northwest corner of the Armory in the basement.

### **Artists at Play Plaza**

Seattle Center Free WiFi is available in Artists at Play Plaza.

- Single mode fiber is readily accessible in Artists at Play Plaza, originating from the Center Park building below the Seattle Monorail station, at the south end of the Plaza.

### **Broad Street Lawn**

Seattle Center Free WiFi is not available at the Broad Street Lawn.

- Fiber is not readily accessible at the Broad Street Lawn.

### **Exhibition Hall**

Seattle Center Free WiFi is not available in the Exhibition Hall.

- Single mode fiber is readily accessible in the Exhibition Hall originating from the communications room in the east side of the building.

### **Fisher Pavilion**

Seattle Center Free WiFi is available in the Fisher Pavilion.

- Single and multimode fiber are readily accessible in Fisher Pavilion, originating from the connectivity room in the east side of the building.

### **Fisher Rooftop**

Seattle Center Free WiFi is available on the Fisher Rooftop.

- Fiber is not readily accessible on Fisher Rooftop. Should a fiber connection be needed, single mode fiber is accessible originating from the connectivity room in the east side of Fisher Pavilion (directly below Fisher Rooftop).

### **Founders Court**

Seattle Center Free WiFi is available at Founders Court, in the south end of the courtyard.

- Fiber is not readily accessible at Founders Court. Should a fiber connection be needed, single mode fiber is accessible originating from Cornish Theatre, near Kobe Bell, or originating from the east side of the Exhibition Hall (the building on the east side of Founders Court, one level down from the courtyard).
  - Accessibility of fiber originating from within the Exhibition Hall will depend on whether the Exhibition Hall is in use for another event. Your ER can help coordinate this.

### **International Fountain Lawn & Pavers**

Seattle Center Free WiFi is available at the International Fountain Lawn & Pavers.

- Fiber is not readily accessible at the International Fountain Lawn & Pavers. Should a fiber connection be needed, single mode fiber is accessible originating from the communications room in the northwest corner of the Armory in the basement (there is no tunnel for this fiber – point-to-point connection would be necessary).

### **McCaw Hall**

McCaw Hall has its own WiFi system within the building.

- Fiber is distributed throughout McCaw Hall, originating from the maintenance level on the north side of the building.
- Please liaise with your Event Representative at McCaw Hall for more detailed connectivity information.

### **Mural Amphitheatre**

Seattle Center Free WiFi is not available at the Mural Amphitheatre.

- Fiber is not readily accessible at the Mural Amphitheatre.

### **South Fountain Lawn (Fisher Lawn)**

Seattle Center Free WiFi is available on the Fisher Lawn.

- Fiber is not readily accessible on the South Fountain Lawn. Should a fiber connection be needed, single mode fiber is accessible originating from the connectivity room in the east side of Fisher Pavilion (directly south of Fisher Lawn).
- Single mode fiber is also accessible originating from the communications room in the northwest corner of the Armory in the basement (there is no tunnel for this fiber – fiber would need to be flown over roadways to reach the Fisher Lawn).

### **Theater Commons**

Seattle Center Free WiFi is not available in Theater Commons.

- Fiber is not readily accessible in Theater Commons. Should a fiber connection be needed, single mode fiber is accessible originating from the communications room in the Exhibition Hall, which can be routed via the Cornish Theatre to Theater Commons.

### **Resident Organizations**

#### Cornish Theatre

- Single mode fiber is readily accessible in the Cornish Theatre via conduit originating from the Exhibition Hall.

#### Seattle Children's Theatre

- Multimode fiber is readily accessible in the Seattle Children's Theatre, originating from north side of the building near the main Lobby entry.

#### SIFF Film Center

- Single mode fiber may be accessible in the SIFF Film Center, originating from the second floor of the Film Center, and serves KEXP and The Vera Project as well.

### **Mobile Carrier Connectivity**

Some mobile carriers have installed antennae to boost mobile signals from some parts of campus. Mobile hot spots from these carriers may be a suitable option for connectivity; we encourage you to test hot spots for signal strength during a walkthrough of your facility with your ER. You are responsible for providing your own hot spot and mobile service.

- T-Mobile has installed antennae at the Fisher Pavilion elevator stack, Mercer St Garage, and near the Seattle Monorail station outside the east side of the Armory.
- Verizon has installed antennae at the Fisher Pavilion elevator stack and near the Seattle Monorail station outside the east side of the Armory.
- AT&T is currently in discussion with Seattle Center, with no existing antennae on Seattle Center's campus.

## EXHIBIT M – McCaw Hall Production Guides (FOH, Lecture Hall, Auditorium)

In case of a conflict between **these McCaw Hall Facility Addenda** and the Facility Use Agreement between The City of Seattle and NRS concerning the “2023-2032 Bumbershoot” Festival, the Agreement will supersede **these McCaw Hall Facility Addenda**.

The McCaw Hall Facility Addenda are updated on an annual basis and will be made available to NRS each year.



McCaw Hall Production Guide



PRODUCTION GUIDE

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All Drawings are available electronically.  
Ask your Event Service Representative (ESR).

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Cover © Ellen Banner; Page 7 © McCaw Hall.

## QUICK FACTS

- McCaw Hall's Main Auditorium is called the Susan Brotman Auditorium. It seats 2953 including 62 seats in orchestra pit area.
- McCaw Hall is the home to Seattle Opera and Pacific Northwest Ballet. If your event is scheduled during a residency by either of these organizations, special conditions will apply, both onstage and front of house.
- The Brotman Auditorium rental may include up to 13 dressing rooms at stage level (accommodating up to 46 people), a wardrobe room, green room, and two production offices. More spaces may be available as needed.
- Stage Level loading dock has two truck bays, room for a few passenger vehicles, and has clear, level access to the stage. 120' flat push.
- Catering and Concessions are provided by Spectra Food Services & Hospitality. See Contacts page.
- McCaw Hall's Lecture Hall is called the Nesholm Family Lecture Hall. It seats 381 and is equipped with sound, lighting, and projection equipment.
- The Nesholm Family Lecture Hall and McCaw Hall's lobbies may be used while rehearsals are in progress in the Brotman Auditorium.
- Your Event Service Representative (ESR) is your primary contact for all your event needs after you have contracted to have your event at McCaw Hall. Your ESR will contract all event support labor, provide estimates, schedule equipment and be onsite during your event day.

## HOW TO CONTACT US

**McCaw Hall  
Street Address & Stage Door**  
321 Mercer Street  
Seattle, WA 98109

**Mailing Address**  
305 Harrison Street  
Seattle, Washington 98109

**Shipping Address**  
Consult Event Service Rep  
(Shipping address depends on method  
and size of shipment)

### Driving Directions

See Map page 18 for truck driving and loading directions.

From Interstate 5 Northbound or Southbound, take exit 167 toward Aquarium/Seattle Center. Go straight onto Mercer St. westbound. After you've crossed 4<sup>th</sup> Ave N., McCaw Hall is on your left.

From the North, via Aurora Ave S WA-99, turn right onto Roy Street. Turn left onto 3<sup>rd</sup> Ave N. Turn left on Mercer Street. McCaw Hall is on your right.

From the South, via Aurora Ave N WA-99, take the Mercer Street/SLU exit and turn left onto Dexter Ave. Turn left onto Mercer Street. McCaw Hall is three blocks ahead on your left.

### Marion Oliver McCaw Hall Box Office

Ticketmaster is the exclusive ticketing service provider for McCaw Hall.

During event hours:  
(206) 733-9729

### DO NOT PUBLISH THE FOLLOWING:

Alexandra "Ali" Mattern  
Box Office Manager, Climate Pledge Arena & McCaw Hall  
(206) 752-7570  
tops@climatepledgearena.com

### Marion Oliver McCaw Hall Resident Staff

Phone: (206) 733-9725  
Fax: (206) 733-9739  
Website: [www.mccawhall.com](http://www.mccawhall.com)

Joe Paganelli  
General Manager  
joe.paganelli@seattle.gov

Patty Mathieu  
Production Manager/TD  
(206) 391-8051  
patty.mathieu@seattle.gov

John Tangeman  
Front of House Manager  
(206) 733-9712  
john.tangeman@seattle.gov

Ann Ciecko  
Events and Operations Coordinator  
(206) 255-4861  
ann.ciecko@seattle.gov

Kim Hawley  
Senior Events Service Representative  
(206) 423-3309  
kim.hawley@seattle.gov

Ryan Davis  
Senior Event Sales Representative  
(206) 639-8789  
davis.ryan@seattle.gov

Tabetha Bolen  
Administrative Analyst  
(206) 733-9725  
tabetha.bolen@seattle.gov

Stage Door Security Office  
(206) 733-9735

Mark Hoepfer  
Facility Maintenance Lead  
Sage Summerhaze  
Facility Maintenance Worker

Robert Madden  
Facility Maintenance Worker

Rusty Coe  
Head Usher

## HOW TO CONTACT US

### **Catering/Concessions**

Oak View Group Hospitality

Tanya Montoya  
Catering Manager  
Office: (206) 615-0259  
Cell: (206) 247-3214  
tanya.montoya@oakviewgroup.com

Michael Enkerud  
General Manager  
Office: (206) 615-0545  
Cell: (206) 707-3743  
michael.enkerud@oakviewgroup.com

For Backstage Catering, call Spectra or consult your ESR.

### **Marketing Support**

Elizabeth Rossi  
Marketing  
(206) 661-8884  
elizabeth.rossi-c@seattle.gov

### **Connect with McCaw Hall**

Facebook.com/McCawHall  
Twitter.com/McCawHall  
Instagram.com/McCawHall  
Pinterest.com/McCawHall

### **Phone and Data Line Orders**

Consult your ESR at least 10 days before your event.

### **Event Security Service**

Arrange security services through ESR

### **Merchandise Sales**

Arrange merchandise sales through ESR

### **Seattle Center Information**

www.seattlecenter.com

### **Customer Services – Information and Lost & Found**

(206) 684-7200

### **Babysitter/Doctor contact for patron emergencies**

(206) 733-9722

### **TDD/TTY**

(206) 684-7100

### **Additional Contacts**

Musicians Union Local #76-493  
(206) 441-7600

IATSE Wardrobe Local 887  
bus.rep@iatse887.org  
Dispatch@iatse887.org

Helena's Queen Anne Dry Cleaners  
(206) 282-0873

Seattle Fire Marshal  
(206) 386-1450

Yellow Cabs  
(206) 622-6500

## Susan Brotman Auditorium TECHNICAL INFORMATION

For a complete inventory of theatrical equipment, contact McCaw Hall's Production Manager @ (206) 391-8051.

Please see Support Personnel Rates on page 17 for all technical personnel charges. Stage Technicians are represented by IATSE Local 15 and have jurisdiction over all work in the stage area and over all City-owned theatrical equipment within the building. Sound Operators are represented by IBEW Local 46 and have jurisdiction over all City-owned sound and video equipment within the building. Your Event Service Representative will arrange for all event labor.

### Seating Capacity

- 2953 including 62 pit seats. For more detail see patron services info from your ESR.
- See pages 19-22 for details and ADA info.
- See pages 23-27 for seating charts.

### Stage Dimensions

- Proscenium: 60' wide x 35' high
- Grid Height: 100'
- Stage is 3'6" above house floor
- Depth: apron edge to plaster line 4'10.5"
- Depth: apron edge to main drape 6'
- Depth: apron edge to back wall 74'
- Depth: plaster line to upstage electric's catwalk 60'
- First balcony rail to plaster line 84'
- U-Shaped electric's catwalk located on stage left, stage right and upstage; clearance stage floor to underside of catwalk is 40'
- Lock rails at stage level and at 40' catwalk.
- Two loading galleries.
- Stage Right Wing: (measured from proscenium opening)
  - 14' to electric's catwalk overhead
  - 19' to locking rail
- Stage Left Wing: (measured from proscenium opening)
  - 17'6" to electric's catwalk overhead
  - 24' to SL wing curtain
  - 80' wide x 40' high motorized wing curtain to mask scenery handling area. Black velour (no acoustic isolation)
- Scenery Handling Area Stage Left:
  - 70' deep x 75' wide (including 600 sq. ft. scenery lift)
- Stage Floor Trapped Area:
  - 42'10" deep x 25'10" wide with two levels of trap rooms (Pit Level and Lower Level). Trap panel sizes vary, most are 6' x 8'. Consult Production Manager for specifications and availability.
- Stage Floor:
  - Black dyed and sealed maple; rated load is 250lbs. per square foot

### Orchestra Pit

- Two curved lift platforms
- US lift: 9'1" deep at CL x 67' wide
  - DS lift: 6'10" deep at CL x 70'-7" wide
  - Each section can be set at: Stage Level to expand apron, Auditorium Level for audience seating, Pit Level as flat floor or two-tiered Pit.
  - Orchestra capacity – 90
  - The 3'6" high wall between the pit and the audience has two doors which open to allow audience to enter when set as audience seating. This wall also has fill speakers concealed in it.

### Power

#### Stage Area:

- Upstage Right, 2 each 400A disconnects. Additional available if house lighting system is not in use.
- Downstage 50' Off Left 200A, audio technical power panel
- Downstage Left 100A, audio technical power for mixing console
- Six 60A 3 phase Hubbell pin and sleeve receptacles spread around stage

#### Electric's Catwalk:

- 2 400A disconnects
- 3 300A disconnects

#### FOH Catwalk:

- 2 200A disconnects
- 2 60A 3 phase Hubbell pin and sleeve receptacles

#### Scenery Handling Area:

- 200A disconnect, audio technical power
- 200A disconnect for tools/motors
- 200A disconnect for lighting

#### Stage Level Loading Dock:

- 400A disconnect

#### Lower Level Loading Dock:

- 200A 3 phase 5 wire disconnect 208Y/120 VAC

### Loading Docks

Access to loading docks is via Gate 7 at the intersection of 4<sup>th</sup> Avenue and Republican St. See map on page 18.

Stage Level Loading Dock: 500 sq. ft. loading dock with two levelers and two bays

- Two load-in roll doors 10' wide x 12' high ea.
- Distance from load-in to stage = 138', straight push
- Capacity for two trucks
- 2,600 sq. ft. receiving space
- See Power, above.

Lower Level Loading Dock: one bay for broadcast trucks and buses. See Power, above.



## Susan Brotman Auditorium TECHNICAL INFORMATION

### Parking

The following parking options MUST be arranged in advance with your Event Service Representative.

**Stage Level Dock:** One bus or truck, plus 4 personal vehicles can remain on the stage loading dock during a performance for best access to stage.

**Lower Level Loading Dock:** One bus can park at the lower loading dock. Access to stage is via elevator and a separate door guard is required.

**4<sup>th</sup> Avenue:** Room for up to three buses. Good access to backstage.

**Mercer St. Garage:** Up to seven parking permits per day in the Mercer St. Garage are included with full facility rent. No oversize vehicles.

### Stage and Sound Labor Quick Guide

This is not an all-encompassing description of the Stage Department's employee agreement but includes answers to FAQs. Stage Crew are represented by IATSE Local 15, working under contract with City of Seattle.

For current rates, see page 17.

- All work calls involving a crew require a Stage Lead. There are usually two Stage Leads onsite at all times; a House Steward and Electrician.
- Sound Operators are IBEW Local 46, and operate all House sound and video equipment.
- Intermittent rate applies to:
  - All workers (except stage leads) during show rehearsals and performances.
  - Forklift drivers, Genie lift bucket work, heavy equipment operators, truck loaders, spot operators.
- Rigger Rate applies to:
  - All rigging work.
  - Box boom focusing and other requiring harness.
  - All scaffolding work above 6 feet; workers must wear fall protection.
  - All boom lift work; workers must wear fall protection.
  - All truss work, focusing truss lights and truss spotlight operators.
- Four-hour minimum. Work period of 5 hours without a meal break is allowed and often used.
- Pay is on the ¼ hour. The exception is after a meal break, employees come back to work for one hour minimum.
- If a break of more than two hours occurs, a second 4 hour minimum is applicable.
- Overtime rate applies after 8 hours or on City holidays.
- Meal penalties are after 5 hours at twice current rate until broken. If a half hour break is given a hot catered meal must be provided.
- No premium pay for work between midnight and 8am or on weekends.
- Generally, spotlight ops work show only and not the out.

### Elevators

**Scenery Elevator**

- Scenery lift located in SL wing, 14'11" x 36'3"
- Weight capacity 33,000lbs. dynamic load / 83,000lbs. static load
- Moves scenery/equipment from Lower Level to Stage Level

**Elevator 5 – Passenger Elevator**

- Located in stage left scenery handling area
- Access to stage level, lower level loading, orchestra pit, front of house lobby levels, kitchen
- 5'8" w x 8'5" d x 7'5" h. Door 4' w x 7' h

**Elevator 6 – Freight and Passenger Elevator**

- Located in stage right dressing room hallway
- Access to Stage Door entrance, lower level, orchestra pit, stage level, Rehearsal Hall
- 8'8" w x 9'4" d x 9'4" h. Door 6' w x 7' h

### Lifts and Ladders

- Two Genie lifts AWP-40S, DC, working ht. 46'6"
- One Forklift (Must be arranged in advance.)
  - 3000 lbs. lifting capacity, forks are 41" long, 2" high/4" wide
  - 6428 lbs. vehicle weight
- Lots of ladders

### Platforms

Please consult with your ESR about your staging needs. Platforms and choral risers are available.

### Pianos

- One Steinway B Grand, 7', refurbished in 2003, refinished in 2018. Also used in Lecture Hall. Suitable for pit piano use and non-classical ensemble use onstage.
- One Steinway Upright Grand, rehearsal quality.
- See Equipment and Services addendum for rates, page 16.
- Additional instruments may be rented from outside vendors.

Susan Brotman Auditorium TECHNICAL INFORMATION

**Soft Goods**

Main Drape:

- Red, with jewels, 100% fullness 25-ounce velour
- Vertical travel (guillotine)
- Motorized with variable speed control
- Off-stage edge wire guided, split on center for paging

Qty in stock	Masking and Screens:	Dimensions	Included with rental	Available at additional cost
1	Full-stage traveler - black velour, 50% fullness, w/track	2 @ 41'6" x 45'	Not Included	One @ \$250
1	Blackout drop, split, sewn flat	2 @ 40' x 40'	Not Included	Pair @ \$150
2	Blackout drop, sewn flat	80' x 50'	Up to one	One @ \$150
7	Pairs of legs - black velour	16' x 45'	Up to 4 pairs	Four pair @ \$50 / pair
7	Borders - black velour	80' x 16'	Up to four	Three @ \$25 each
2	Scrimms - black & dark blue, cotton sharktooth	80' x 50'	Not Included	Two @ \$350 each
1	White Rear Projection screen / cyc	65' x 38'	Not Included	One @ \$350
1	Truss framed rear projection screen (16:10 ratio)	40' x 25'	Not included	One @ \$900
1	AV Stumpf Screen, front or rear (16:9 ratio)	20' x 11'6"	Not included	One @ \$600

**Susan Brotman Auditorium Rigging System**

- Counterweight rigging by Clancy, standard single purchase system, 112 line sets on 6" centers (batten lengths 80').
- First line set is 1'9" upstage of plaster line, and is 1' downstage of the Main Drape. The second line set is 3'8" upstage of the plaster line. Line sets continue at 6" on center.
- Grid Ht. 100' above stage floor.
- Lock rails at stage level and on 40' catwalk. Two loading galleries.
- Fire Curtain is a framed metal 'wall', 9" thick, 3" upstage of the plaster line.  
The plane of the fire curtain must remain clear.
- Thirty computer-controlled spot winches (Stage Technologies Nomad System) upstage for use independently or in conjunction with conventional counterweight system.
- There is no rigging (motorized or counterweight) in the extreme upstage 9' of the stage, due to electric's catwalk overhead.
- Front of House: nine sound/light rigging slots over apron, running upstage to downstage, 4000 lbs. point load typical.



## Susan Brotman Auditorium LIGHTING SYSTEM

Auditorium Rental includes first 100 conventional theatrical lights, ETC EOS Ti control console and complete dimming system. See Equipment and Services Rates on page 16 for rental costs on equipment not included with the facility rental. Some equipment requires additional staffing. Check with your ESR for availability of lighting equipment for your show and incremental staffing that may be required.

Lighting Fixture Inventory	
315	Source 4 bodies, 750W
40	50" barrels
61	36" barrels
158	26" barrels
132	19" barrels
12	14" barrels
102	10" barrels
12	5" barrels
24	Source Four Zoom, 15-30 degree, 750W
58	Source Four PAR, 750W
50	Strand 8" Fresnel, mix of 1kW and 2kW
4	5kW Fresnel Arri Studio 5000 Theatre, w/barn door, snoot
4	4kW HMI Arri Daylight Compact Theatre Fresnel
4	Wybron shutter dowsar for HMI's
2	Wybron power supplies
20	ColorForce 72 LED Striplights, 6'
12	K9 Bulldog LED PAR 64 RGBW, 45"
8	Salecon Aurora 3-way flood, 1kW per cell
8	Salecon Aurora 3-way cyc, 1kW per cell
18	4-cell Cyclorama ground row lights Aurora Salecon, 1kW per cell, 2 cuts per sheet
7	laneros, 4-cell, 1kW per cell
20	Altman Zipstrips, 3 circuit, 750W per cir, 30 calls, 6'6" long
48	Sidearms
8	Pipe Booms with 50 lb. Base, 12' tall
Lots	Pattern holders, donuts, drop in iris, color frames, safety cables
Scrollers	
36	Wybron Colorams with S4 and S4PAR mount plates, stock scrolls
7	Wybron power supplies
	Consult Production Manager for stock color scroll info
Intelligent Lighting	
10	Martin Viper Wash DX
14	Martin Viper Performance

Lighting Positions and House Hang			
Lighting Position	House hang	Throw dist.*	Angle*
Box Boom 1, HR and HL	14) 19" Source 4s, each	50'	46°
Box Boom 2, HR and HL	10) 10" Source 4s, each	64'	40°
Box Boom 3, HR and HL	6) 10" Source 4s, each	75'	34°
Bridge	24) 19" Source 4s 24) ETC S4 Zoom 15-30	59'	52°
1st Tier Rail	none	87'	5°
2nd Tier Rail	none	114'	13°
Followspot booth	See Followspot info	158'	20°

\*to 6' above stage, at main drupe line

### House Hang

Please see above chart for info on our FOH hang. McCaw Hall does not have a house hang over the stage. Each event is responsible for hanging and clearing the lighting for its event. We make every effort to facilitate cooperation between clients' needs to minimize expenses. Please consult your ESR or the McCaw Hall Production Manager for more info.

### Lighting Control Consoles

2 ea. ETC EOS Ti Consoles control stage dimmers, scrollers, moving lights, over an ETC Net3 data network. Lighting booth located orchestra level House Center. Secondary lighting control SR.

### FOH Console location for shows traveling with production

Flat floor section, 8' x 5', in back row of orchestra level, house left of light booth. Approx. 16' from sound mix.

### Dimmers

- ETC Sensor AF Dimmer Racks
- 960 20A stage dimmers hardwired dimmer per circuit.
  - Portable 6kW dimmer packs are available.
  - Circuit distribution over the stage is via multi-cables.

### Follow spots

4 Lycian 1290 XLT Xenon follow spots in follow spot booth located above Second Tier. Throw distance to center stage: 170'. Spots can hit first 12 rows of audience seating.

### Mix Positions

All positions have cable paths from stage and loading docks

- House Center Mix, 80' from center stage, 200' cable path to stage left, in front of balcony overhang. Kills 21 seats, plus 18 view obstructed seats (39 seats total). Level floor 10' w x 8' d.
- Mini Mix, for lectures, located in Dress Circle, kills ~12 seats.
- Stage left monitor mix position with audio power and snake tube.

### Consoles

- 2 Yamaha Rivage PM10 control surfaces, one large, one compact. The PM10 includes all processing and effect functions.
- 2 Yamaha Rivage PM10 DSP's.
- 2 Yamaha Rivage RPI0 racks, with 96 inputs, 64 outputs, plus Dante network.
- Yamaha QL1 or QL5 available for smaller events by request.
- Outside consoles can drive the house PA by analog, AES, or Dante

### Auditorium Speaker Systems

- Three line arrays, Left, Center, Right. Each array has nine cabinets of D&B Audiotechnik V-series, V-12 and V-8. They are flown above the proscenium arch.
- Additional left and right proscenium systems are available for imaging. These consist of upper and lower JBL Venue Series cabinets, three ways with 15", 10" and 1.5" drivers.
- Subwoofer systems in the proscenium, left and right, one each double 15" and double 18" cabinets per side.
- Additional four single 18" powered subwoofers available.
- Fills and delays are available in the pit rail, on the stage lip, under the first boxes, under each balcony and above the second tier.

### Stage Monitor and Effects Systems

- Eight monitor wedge mixes are available, plus two side-fill mixes.
- Additional mixes for in-ear monitors are available.
- 11 (eleven) JBL Custom Shop TTM129 12" x 2" wedge monitor speakers, including cue.
- 2 JBL Custom Shop 3-way 1 x 18", 1 x horn loaded 10", 1 x 2" side-fill monitor speaker systems
- 2 JBL Custom Shop single 18" monitor system sub-woofers
- Onstage effects speakers available, various types

### Amplifiers

- D&B Audiotechnik 300 amplifiers for all line array cabinets
- Crown MacroTech 600, 1200, 3600 for L/R proscenium systems
- Crown MacroTech 3600x1200 wedge monitor amps with DSP
- Crown MacroTech 3600 and 1200 side-fill system amps
- Lab Gruppen C Series for fill, effects and page/program systems

### Processing

- BSS Soundweb London processors throughout

## Susan Brotman Auditorium SOUND SYSTEM

### Microphones

- **Wired:** Large inventory including Neumann, Microtech Gefell, Sennheiser, EV, Audio Technica and Shure.
- **Wireless:** 16 Shure ULXD receivers with handheld or bodypack transmitters and a variety of lavalier and headworn microphone elements.
- Frequency coordination service for our equipment and clients' systems available and required when systems are mixed.

### Independent Lobby Systems

- The Grand Lobby and several other function rooms have separate ceiling speaker systems featuring Yamaha O1V96 mixers.
- These systems also interface with the main auditorium systems.

### Infrastructure

- Microphone, Line level, and Video tie lines throughout the building.
- Copious cable passageways from loading docks to stage and house positions.

**Intercoms:** 8 channels of wired Clear-Com available with full inventory of headsets, beltpacks and biscuits.

**Radio Active Designs wireless intercom.** UHF/VHF, 24 belt packs.

**Assistive Listening:** Sennheiser infrared system with 65 headsets including 8 neck loop hearing aid compatible units.

**Audio Description Booth** located Orchestra Level house left.

**Backstage monitor system** in all hallways, dressing rooms and performer lounges w/ priority paging.

### Remote Recording Locations

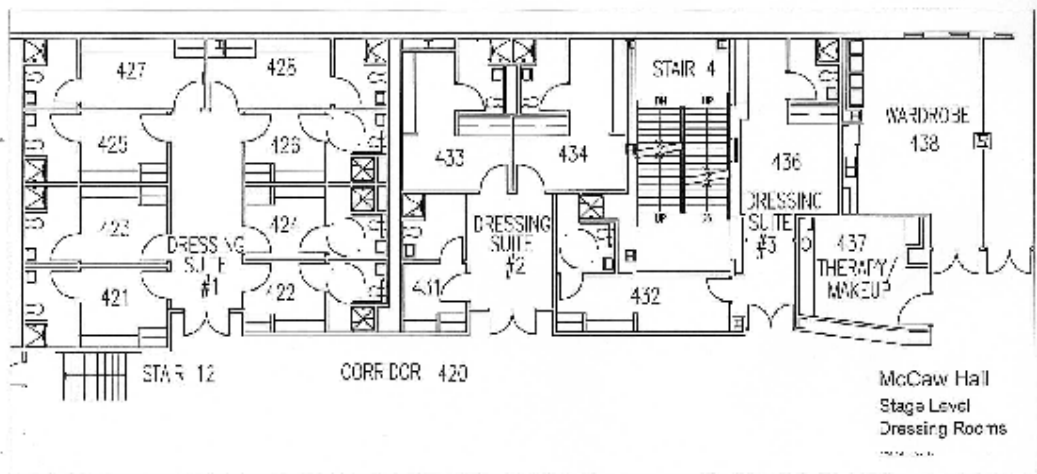
- Orchestra Level audio booth house right
- First Tier broadcast booth house left
- Cable access and power at both loading docks

### Video

- Camera locations: First Tier rail, projection booth, or follow-spot booth. Depending on lighting control needs, the best camera location is at the back of the orchestra level, house left of the light booth. Cable path 200' to stage.
- In-house video tie lines to most areas.
- Permanent monitors in FOH areas for monitoring stage or support of local programming
- Portable video monitor inventory for stage or lobby use
- Color and infrared cameras available for stage monitoring
- Contact ESR for camera packages, projectors, switchers, etc.

**See Power Section, page 5 for Audio Technical Power disconnects.**

Susan Brotman Auditorium BACKSTAGE ROOMS



**Dressing Rooms**

**Stage Level:** 13 principal dressing rooms located stage right, capacity 1-4 each, includes: make-up counter with lights and outlet strip, private restroom with shower, wardrobe rack, direct stage access.

**Lower Level:** (not shown): 5 chorus dressing rooms, capacity 15-20 each (94 stations total), includes: dressing station, restroom with showers, make-up counters with lights and outlet strips, wardrobe racks, wire baskets for storing personal items. Consult your ESR for availability.

**Wardrobe**

Stage level wardrobe room adjacent to principal dressing rooms, with 2 washers, 2 dryers, a steamer, ironing board and iron, work tables, racks.

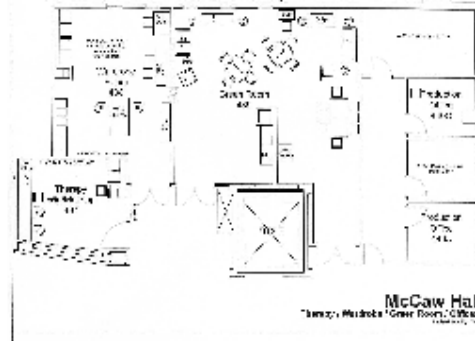
**Production Offices**

Rooms 440A and 440C: Two offices at stage level 100 sq. ft. each, with table, chairs, data lines (consult your ESR). Additional production office spaces possible.

**Additional Artist/Crew Spaces**

**Stage Level**

- Green Room, 900 sq. ft. with sink, refrigerator, microwave. Best backstage catering location.
- Props room with sink, refrigerator, microwave and stove. Good for backstage catering support.
- Therapy or Make-up room with ice machine, make-up mirrors/counters, and space for massage table.
- Crew room located stage left.



**Orchestra Pit Level**

- Musicians lounge
- Musicians changing rooms (men's/women's)

**Rehearsal Hall Level (inquire re: availability)**

- 54' x 78'. Rehearsal Hall with private restrooms, elevator access and acoustical isolation. 20' high ceiling. Resilient dance floor surface.
- Rehearsal Hall lounge / break space
- Three private coaching rooms adjacent to Rehearsal Hall with acoustical isolation.

### Security Personnel

The Event Service Representative (ESR), based on McCaw Hall Staff's understanding of event needs and patron safety, arranges Seattle Center Emergency Services Unit (ESU), Guest Services, Peer Security and Seattle Police Department. Discuss security needs with your ESR a minimum of 15 days prior to your event. The cost for these services is not included with the facility rental.

### First Aid and Incident Reporting

All emergencies and accidents shall be reported to onsite management. Onsite management will radio an Emergency Services officer and call 911 if needed. The Emergency Services officer shall administer first aid and take an incident report.

### Hard Hats

A protective helmet (hard hat) shall be worn when working in areas where there is a potential for injury to the head from falling or flying objects. (WAC 296-800-16055) This includes work performed directly under rigging operations.

### Fall Protection

Fall protective equipment shall be worn when working at a height of 10 feet or over where no standard guardrails for protection exist. (WAC 296-155-245)

### Fire Department

Seattle Fire Department requirements are based on the type of event and room set-up. A permit is required from the Seattle Fire Department for certain spectator events and for the temporary display of equipment or merchandise within Seattle Center buildings. An application for a permit and a list of specific Fire Department requirements will be included with the Licensing Agreement for certain spectator events and other events where exhibits are known to be a part of the event. If you know that you fall into one of these categories and do not receive an application, please call the Event Sales Office at (206) 684-7202 or email [sbooking@seattle.gov](mailto:sbooking@seattle.gov). Contact the Fire Department with questions at (206) 386-1450. If you use pyrotechnics in your event, you must obtain a permit from the City of Seattle Fire Department. Additionally, every insurance policy must include a minimum of \$2,000,000 pyrotechnic coverage. Fire lanes around McCaw Hall must be maintained clear and unobstructed and adequate Admissions Guards will be required to control vehicular traffic in these areas. The Fire Marshal may direct you to hire Fire Fighters to act as fireguards at your expense.

## Safety & Security GUEST SERVICES STAFFING

### WISHA

Washington Industrial Safety and Health Act compliance is the responsibility of the client and cannot be assumed by Seattle Center on the client's behalf for equipment, personnel, or materials used during the event.

### Guest Services Staffing

Guest Services personnel are paid professional staff represented by Teamsters Local 117. Four-hour minimums apply, as well as overtime rates after 8 hours. There is a minimum level of staffing per fire code. Above that, your ESR determines staffing levels based on the size of event, the seating areas used, emergency egress requirements, and the level of service desired. Upon request, your ESR will provide an estimate of Guest Services staff costs based on this information.

The Guest Services staff positions are as follows:

#### Head Usher:

- Schedules & supervises all front of house Guest Services staff
- Supervises emergency procedures as needed
- If necessary, supervises evacuation procedures

#### Assistant Head Usher:

- Assists the Head Usher in supervising & deploying Guest Services staff
- Oversees any special ADA requests from patrons

#### Door Attendant:

- Takes tickets at the door
- Staffs coat check

#### Usher:

- Directs patrons to their seats
- Hands out programs
- Provides wayfinding and answers questions
- Staffs the binocular rental and assistive listening device station

#### Splitter:

- Directs patrons to their seating sections
- Assists wheelchair patrons to their seats

#### Admissions Guard:

- Prevents entry of unauthorized personnel and guests, including patrons without tickets
- Checks credentials at backstage entrances, stairwells, and dressing rooms

Emergency Egress: Guest Services personnel in each category have specific functions in the event of an emergency requiring building evacuation.

## Nesholm Family Lecture Hall TECHNICAL INFORMATION

### Features

- 381 seat lecture hall (plus 4 wheelchair locations), with fixed seats on a raked floor, and entrance on Mercer Street. Entrance, lobby, concessions window and restrooms are separate from the rest of the Hall, with ability to connect to the Kreielsheimer Promenade Lobby as needed.
- There is elevator access to the sky bridge, which leads to Mercer Garage.
- ADA – four wheelchair locations, assistive listening system.



### Technical

- Stage area is 20' wide and 13' at its deepest; see plans on page 13 for shape of stage. Ceiling height is 20'.
- Includes stylish lectern with space and connections for laptop.
- Consult your Event Service Representative for data lines, including Wi-Fi.
- One lighting pipe @ 19'6" high.
- Audio system with Left, Center, Right main speakers and ceiling delays, 16 channel mixing console, playback decks, monitors, and A/V interfaces. Two microphones (wired or wireless) are included with Lecture Hall rental. Additional microphone inventory, including wireless mics, is available at additional expense. Consult your Event Service Representative.
- Sound isolation from adjoining spaces.
- HD Digital Video/Data projector, 8000 lumens, included in rent.
- Video sources include McCaw or client computers, DVD and Blu-ray.
- Digital audio and video recording services are available.
- Audio and Video interface to main stage systems built in.
- Projection screen, 12'H x (up to) 28'W, width adjustable masking.
- Floor – Stage and aisles are carpeted, floor in audience seating is sealed concrete.
- Room Lighting – Dimmable and zoned incandescent down lighting and zoned front lighting for stage area. Theatrical lighting is available, with 20 20A dimmable circuits and nine presets of architectural control. Facility has infrastructure for DMX512 control system; consult your Event Service Representative for more info.
- Up to six tables for lobby or presentation area, with linens.
- Armchairs for presenters, black frame with dark blue upholstery.

### Loading and Parking

- Loading from 30-minute Load Zone on Mercer Street and/or Lower Loading Dock.
- Two parking permits per day for the Mercer St. Garage are included with the Lecture Hall rental.
- Additional access to the grounds and permits are coordinated by the Event Service Representative.





Front of House   Lobbies and Meeting Rooms   TECHNICAL INFORMATION



Luncheon on Grand Lobby

Catering and concessions for these spaces are provided by the official McCaw Hall concessionaire. Additional Audio/Video equipment is available from McCaw Hall, including large portable HD flat screen monitors with DVD/Blu-ray players, digital video projector, screen, portable sound systems and more. See Equipment and Services Rates on page 16 and consult your Event Service Representative. Capacity numbers represent maximums. Capacity numbers decrease if there is a need for AV equipment (projectors, screens, etc), a registration table, buffet tables, projection or display tables, or risers.

Please note: Helium Balloons and atmospheric effects (fog) are strictly prohibited.

Lobby spaces and meeting rooms share an inventory of furniture including perching tables, benches, 8" risers, skirted tables and easels in addition to catering and banquet furniture provided by the official McCaw Hall concessionaire. Consult your ESR for your furniture needs. Use of banners and signage in the lobbies is limited and there are no overhead rigging points. Phone and internet data lines can be arranged by contacting your ESR 10 days prior to your event.

#### Kreielzheimer Promenade Lobby

This space can be used for event registration or other patron services. Main merchandise sales location for auditorium events is located inside North doors.

Capacity North: 100 Reception

Capacity South: 400 Reception

Concessions: one permanent stand, two optional additional stand locations.

Furniture: benches, perching tables

Event Power: two – 60A 3 phase outlets

Ceiling Height: 58' – 62', under grand balcony - 8'

3600 square feet South, 1020 square feet North

#### Spafford Lobby

(part of Kreielzheimer Promenade Lobby)

Capacity: 500 Reception, 120 Banquet, 160 Theatre

Sound: built-in ceiling speakers for listening to stage program or audio from independent sources. Portable sound systems available.

Furniture: café tables and chairs or custom setting

Ceiling Height: 8'

1800 square feet

#### Grand Lobby

Capacity: 800 Reception, 320 Banquet, 330 Theatre

Concessions: two permanent stands, three optional additional stand locations.

Sound: built-in ceiling speakers for listening to stage program or audio from independent sources. Portable sound systems available.

Video two permanent video monitors (for local or stage program)

Furniture: customer service desk, benches or custom settings

Event Power: three – 60A 3 phase outlets

Ceiling Height: varies. 10'10" – 39'

6200 square feet

#### Microsoft First Tier Lobby

Capacity: 250 Reception

Concessions: one permanent stand

Sound: ceiling speakers, portable systems available

Video: two permanent video monitors (for local or stage program)

Event Power: three 20A circuits

Ceiling Height: 11'6"

2200 square feet

#### Allen Foundation for the Arts Room

(1<sup>st</sup> Tier Lobby Level, North end)

This reception room has backstage access ideal for pre or post event receptions requiring a secure travel path for the mainstage presenter.

Capacity: 250 Reception, 180 Banquet, 225 Theatre

Furniture: perching tables, armchairs and end tables

Sound: ceiling speakers, local sound reinforcement available. Live audio from stage program, or isolated room system available.

Video: 7.5' h x 10' w ceiling mounted screen. Video monitor (for local or stage program)

Event Power: multiple 20A circuits, one - 60A 3 phase outlet.

Amenities: coat closet, lectern, entry foyer, bar/servery

Ceiling Height: 14'5"

2400 square feet

#### Norcliffe Room

(1<sup>st</sup> Tier Lobby Level, South end)

All systems and amenities are the same as in the Allen Room above, except for backstage access, and event power.

Capacity: 180 Reception, 120 Banquet, 160 Theatre

Event Power: three 20A circuits

Campus view

Ceiling Height: 14'

1800 square feet

Front of House   Lobbies and Meeting Rooms   TECHNICAL INFORMATION



*View from landing, reception in Kreiselheimer Promenade Lobby, with  
Grand Lobby set for dinner and presentation*

**Neukom Family Second Tier Lobby**

Capacity: 300 Reception, 160 Banquet, 200 Theatre  
Concessions: two permanent stands  
Sound: ceiling speakers, portable systems available  
Video: two permanent video monitors (for local or stage program)  
Event Power: one - 60A 3 phase outlet at North end  
Ceiling Height: 9'11"  
2600 square feet

**Press/Reception Room(s)**

Promenade level, South end, near Café  
Capacity: 50 Reception, 30 Banquet (both rooms together)  
3 stations for working press  
Rooms are joined by double door and can be used separately or together.  
Sound/Video: ceiling speakers and one video monitor, local sound reinforcement available.  
Ceiling Height: 8'6" and 10'  
900 square feet

**Prelude (Café space)**

Available to rent as an ancillary space through McCaw Hall concessionaire.  
Capacity: 185 at booths and café tables  
Sound/Video: ceiling speakers and one permanent video monitor, local sound reinforcement available.  
Event Power: one - 60A 3 phase outlet.  
Ceiling Height: 21'  
1880 square feet

**Loading and Parking**

Loading from 30-minute Load Zone on Mercer Street.

Events involving extensive decoration or audio-visual equipment from outside vendors may load via lower loading dock and passenger elevators. Consult with your Event Service Representative.

Two parking permits per day for the Mercer Street Garage are included with any Front of House rental.

Your Event Service Representative coordinates additional access to the grounds.

## McCaw Hall CAMPUS MAP AND TRUCK DRIVING DIRECTIONS

**Truck Driving Directions to loading dock**  
See page 3 for patron driving directions.

**From Interstate 5 Northbound or Southbound**  
Directions shown on map below

- Take exit 167 Mercer Street/Seattle Center.
- Go straight/stay on Mercer St.
- Turn left on 5<sup>th</sup> Ave N.
- Turn right onto Republican St.
- Stop in front of gate to loading dock and contact McCaw Hall Security via callbox or call (206) 733-9735

**From Aurora Ave S WA-99**

- From the North, turn right onto Roy or Valley Streets.
- Turn left onto 5<sup>th</sup> Ave N.
- Turn right on Republican St. Stop in front of gate to loading dock and contact McCaw Hall Security via callbox or call (206) 733-9735

**From Aurora Ave N WA-99**

- From the South, take the Mercer Street/SLU exit and turn left onto Dexter Ave.
- Turn left onto Mercer Street.
- Turn left onto 5<sup>th</sup> Ave N.
- Turn right on Republican St. Stop in front of gate to loading dock and contact McCaw Hall Security via callbox or call (206) 733-9735



McCaw Hall SEATING CAPACITY BREAKDOWN

LEVEL	SECTION	CAPACITY	SEATS REMOVED FOR ADA (see note below)	SEATS REMOVED FOR SOUND MIX*	NET CAP w/SEATS REMOVED	ADA & COMPANI ON SEATS	CAPACITY w/ADA & COMPANION	POTENTIAL OBSTRUCTED VIEW SEATS (WC, SPKRS)***	MAXIMUM STANDING AUDIENCE SHOW ADA SEAT KILLS**
Orchestra Pit	X	15			15		15		15
Orchestra Pit	Y	32			32		32		4
Orchestra Pit	Z	15			15		15		
Orchestra Pit Sub-Total		62			62		62		19
Orchestra	1	323	8	39	276	4	280**	11	-8
Orchestra	2	344	5		339	3	342	13	-5
Orchestra	3	344	5		339	3	342	11	
Orchestra Sub-Total		1011	18	39	954	10	964	35	-13
Gallery	4	120			120		120		
Gallery	5	120			120		120		
Gallery Sub-Total		240			240		240		0
Dress Circle	22	56	3		53	2	55		10
Dress Circle	23	56	3		53	2	55		9
Dress Circle	24	54	3		51	2	52		9
Dress Circle	25	54	4		50	3	53		13
Dress Circle Sub-Total		220	13		207	9	215		41
First Tier	31	110	4		106	2	108		14
First Tier	32	104			104		104		
First Tier	33	104			104		104		
First Tier	34	92			92		92		
First Tier	35	92			92		92		
First Tier Sub-Total		502	4		498	2	500		14
First Tier Boxes	A - H <sup>AA</sup>	74	4		70	2	72	12	0
Second Tier	41	142	6		136	4	140		16
Second Tier	42	175			175		175		
Second Tier	43	175			175		175		
Second Tier	44	150			150		150		
Second Tier	45	150			150		150		
Second Tier Sub-Total		792	6		786	4	790		16
Second Tier Boxes	AA - HH	52	4		48	2	50	12	0
TOTALS	w/pit seats	2953	50	39	2864	30	2894	59	82
TOTALS	no pit seats	2891	50	39	2802	30	2832		

RE ADA SEATS: see accompanying wheelchair seat documents for detail on ADA, companion seat and obstructed view locations

\*\* Orchestra section 1 notes:

\* Additional seat kills for shows traveling with lighting control boards -- Row AA, seats 10-13, BB 9-12 (2 WC seats), BB 13, CC 13 -- 8 seats total, including 2 wheelchair seats

\*\*\* RE Potential obstructed view & maximum standing show ADA seat kills --

Ticketmaster manages this inventory on a dynamic basis to minimize actual # of obstructed view from wheelchairs, and ADA seat kills for standing shows, while maintaining 1% of available inventory in ADA accessible seats. Discuss details with Ticketmaster representative.

AA For commercial ticketed events, Boxes B & F in the First Tier are reserved for McCaw Hall sponsors and are not available for sale.

McCaw Hall Wheelchair Seats for "Non-Standing Shows"

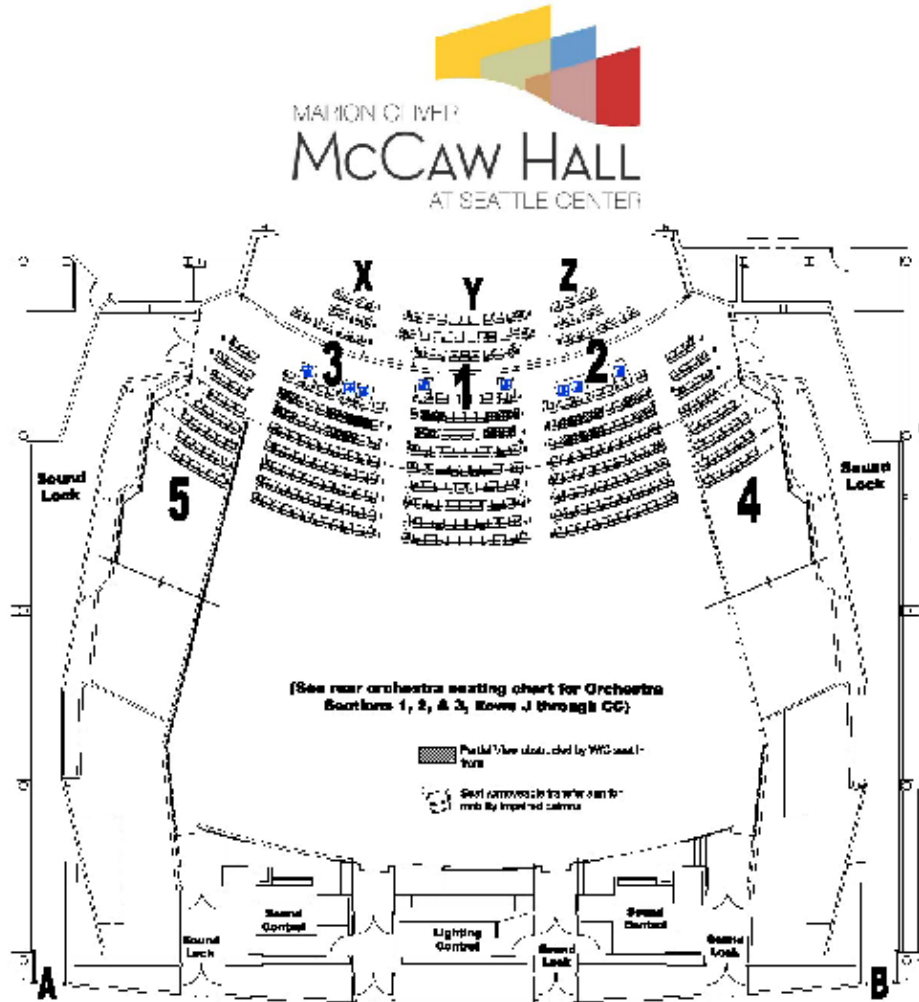
LEVEL	SECTION	ROW / SEAT	# of WC possible in Loc.	Companion seat(s)	NOTES
Orch	I	A 1-2	1	A 3	WC obstructs B 1, 2, 3; C 1, 2, 3
Orch	I	A 8-9	1	A 7	WC obstructs B 8, 9; C 8, 9, 10
Orch	I	BB 9-10	1	BB 8	could be loose chair if BB 11-12 not sold **
Orch	I	BB 11-12	1	BB 13	could be loose chair if BB 9-10 not sold **
Orch	2	A 2, 3, 4	2	A 1 & A 5	WC in "A 2" obstructs B 2, 3; C 2, 3, 4. WC in "A 4" obstructs B 4, 5; C 4, 5
Orch	2	A 7-8	1	A 9	WC obstructs B 8, 9; C 9, 10
Orch	3	A 2, 3, 4	2	A 1 & A 5	WC in "A 2" obstructs B 2, 3; C 3, 4. WC in "A 4" obstructs B 4, 5; C 4, 5
Orch	3	A 7-8	1	A 9	WC obstructs B 9, 10; C 9, 10
Drs Crcl	22	D 2, 3, 4	2	D 1 & D 5	Companion could be loose chair if only 1 WC sold
Drs Crcl	23	D 2, 3, 4	2	D 1 & D 5	Companion could be loose chair if only 1 WC sold
Drs Crcl	24	D 2, 3, 4	2	D 1 & D 5	Companion could be loose chair if only 1 WC sold
Drs Crcl	25	D 2, 3, 4	2	D 1 & D 5	Companion could be loose chair if only 1 WC sold
Drs Crcl	25	D 13	1	D 12	
1st Tier	31	H 1-2	1	H 3	
1st Tier	31	H 12-13	1	H 11	
2nd Tier	41	M 2, 3, 4	2	M 1 & M 5	Companion could be loose chair if only 1 WC sold
2nd Tier	41	M 9, 10, 11	2	M 8 & M 12	Companion could be loose chair if only 1 WC sold
	<b>BOXES</b>				
1st Tier	C	C 2, 3	1	C 1	
1st Tier	G	C 2, 3	1	C 1	
2nd Tier	DD	C 2, 3	1	C 1	
2nd Tier	HH	C 2, 3	1	C 1	
		<b>TOTAL:</b>	<b>29</b>		
** NOTE: "default" is for seats in Orch I BB 9-12 to be removed					

McCaw Hall WHEELCHAIR SEATS FOR "STANDING SHOWS"  
SEATING IN PIT version! \*\*

LEVEL	SECTION	ROW / SEAT	# of WC possible in Loc.	Companion seat(s)	Seat Kill locations	# of seats killed	Order to release to able-bodied inventory	NOTES
Pit	X	A1, A4, B 1-2, C 3-4, C 6-7	5	A2, A3, B3, C2, C5	All in section X	15	NEVER	no fixed seats set in section, companion seats are loose chairs
Orch	1	A 1-2	0	A 3	Removed from WC inventory, replaced with Pit Section X seats, able-bodied at initial on-sale			
Orch	1	A 8-9	0	A 7	Removed from WC inventory as production kill for light board (**see note p.19 re: adjacent kills)			
Orch	1	BB 9-10	0	BB 8	Removed from WC inventory, replaced with Pit Section X seats, able-bodied at initial on-sale			
Orch	1	BB 11-12	0	BB 13				
Orch	2	A 2, 3, 4	0	A 1 & A 5				
Orch	2	A 7-8	0	A 9				
Orch	3	A 2, 3, 4	2	A 1 & A 5	Pit Y, row A 10-11 and B 10-11	4	eighth	
Orch	3	A 7-8	1	A 9	none	0	last	Pit section X as all WC and companions solves blocked views
Drs Crcl	22	D 2, 3, 4	2	D 1 & D 5	22 A 1-4, B 2-4, C 2-4	10	first	
Drs Crcl	23	D 2, 3, 4	2	D 1 & D 5	23 A 2-4, B 2-4, C 2-4	9	second	
Drs Crcl	24	D 2, 3, 4	2	D 1 & D 5	24 A 1-3, B 1-3, C 2-4	9	fourth/ASAP	
Drs Crcl	25	D 2, 3, 4	2	D 1 & D 5	25 A 1-3, B 1-3, C 2-4	9	fourth/ASAP	
Drs Crcl	25	D 13	1	D 12	25 B 12-13, C 13-14	4	seventh/ASAP	
1st Tier	31	H 1-2	1	H 3	31 E 1-3, F 1-2, G 1-2	7	third	
1st Tier	31	H 12-13	1	H 11	31 E 11-13, F 12-13, G 12-13	7	fifth/ASAP	
2nd Tier	41	M 2, 3, 4	2	M 1 & M 5	41 K 1-4, L 1-4	8	sixth/ASAP	price same as 2nd Tr box DD & HH,
2nd Tier	41	M9, 10, 11	2	M 8 & M 12	41 K 9-12, L 9-12	8	fifth/ASAP	sell WC seats in boxes 1 <sup>st</sup>
	<b>BOXES</b>							
1st Tier	C	C 2, 3	1	C 1	none		last	Price same as section 31 row H Wheelchair seats
1st Tier	G	C 2, 3	1	C 1	none		last	Price same as section 31 row H Wheelchair seats
2nd Tier	DD	C 2, 3	1	C 1	none		last	Price same as section 41 row M Wheelchair seats
2nd Tier	HH	C 2, 3	1	C 1	none		last	Price same as section 41 row M Wheelchair seats
			27			90		
						-13		net gain of seat in able-bodied inventory from Orch 1 & 2 Row A WC seats
						77		= net total potential seats killed for standing show

McCaw Hall WHEELCHAIR SEATS FOR "STANDING SHOWS" NO PIT  
 NO SEATING IN PIT version!

LEVEL	SECTION	ROW / SEAT	# of WC possible in Loc.	Companion seat(s)	Seat Kill locations	# of seats killed	Order to release to able-bodied inventory	NOTES
Orch	1	A 1-2	1	A 3		0		NO SEATING IN PIT, SO NO ONE IN FRONT TO BLOCK VIEWS
Orch	1	A 8-9	1	A 7		0		
Orch	1	BB 9-10	0	BB 8	Removed from WC inventory as production kill for light board			
Orch	1	BB 11-12	0	BB 13	(**see note on page 19 re: adjacent kills)			
Orch	2	A 2, 3, 4	2	A 1 & A 5		0		NO SEATING IN PIT, SO NO ONE IN FRONT TO BLOCK VIEWS
Orch	2	A 7-8	1	A 9		0		
Orch	3	A 2, 3, 4	2	A 1 & A 5	Pit Y, row A 10-11 and B 10-11	4	eighth	
Orch	3	A 7-8	1	A 9	none	0	last	
Drs Crcl	22	D 2, 3, 4	2	D 1 & D 5	22 A 1-4, B 2-4, C 2-4	10	first	
Drs Crcl	23	D 2, 3, 4	2	D 1 & D 5	23 A 2-4, B 2-4, C 2-4	9	second	
Drs Crcl	24	D 2, 3, 4	2	D 1 & D 5	24 A 1-3, B 1-3, C 2-4	9	fourth/ASAP	
Drs Crcl	25	D 2, 3, 4	2	D 1 & D 5	25 A 1-3, B 1-3, C 2-4	9	fourth/ASAP	
Drs Crcl	25	D 13	1	D 12	25 B 12-13, C 13-14	4	seventh/ ASAP	
1st Tier	31	H 1-2	1	H 3	31 E 1-3, F 1-2, G 1-2	7	third	
1st Tier	31	H 12-13	1	H 11	31 E 11-13, F 12-13, G 12-13	7	fifth/ASAP	
2nd Tier	41	M 2, 3, 4	2	M 1 & M 5	41 K 1-4, L 1-4	8	sixth/ASAP	price same as 2nd Tr box DD & HH, sell WC seats in boxes 1st
2nd Tier	41	M 9, 10, 11	2	M 8 & M 12	41 K 9-12, L 9-12	8	fifth/ASAP	
	BOXES							
1st Tier	C	C 2, 3	1	C 1	none		last	Price same as section 31 row H Wheelchair seats
1st Tier	G	C 2, 3	1	C 1	none		last	
2nd Tier	DD	C 2, 3	1	C 1	none		last	Price same as section 41 row M Wheelchair seats
2nd Tier	HH	C 2, 3	1	C 1	none		last	
			27			75		
						-13		net gain of seat in able-bodied inventory from Orch 1 & 2 Row A WC seats
						62		= net total potential seats killed for standing show



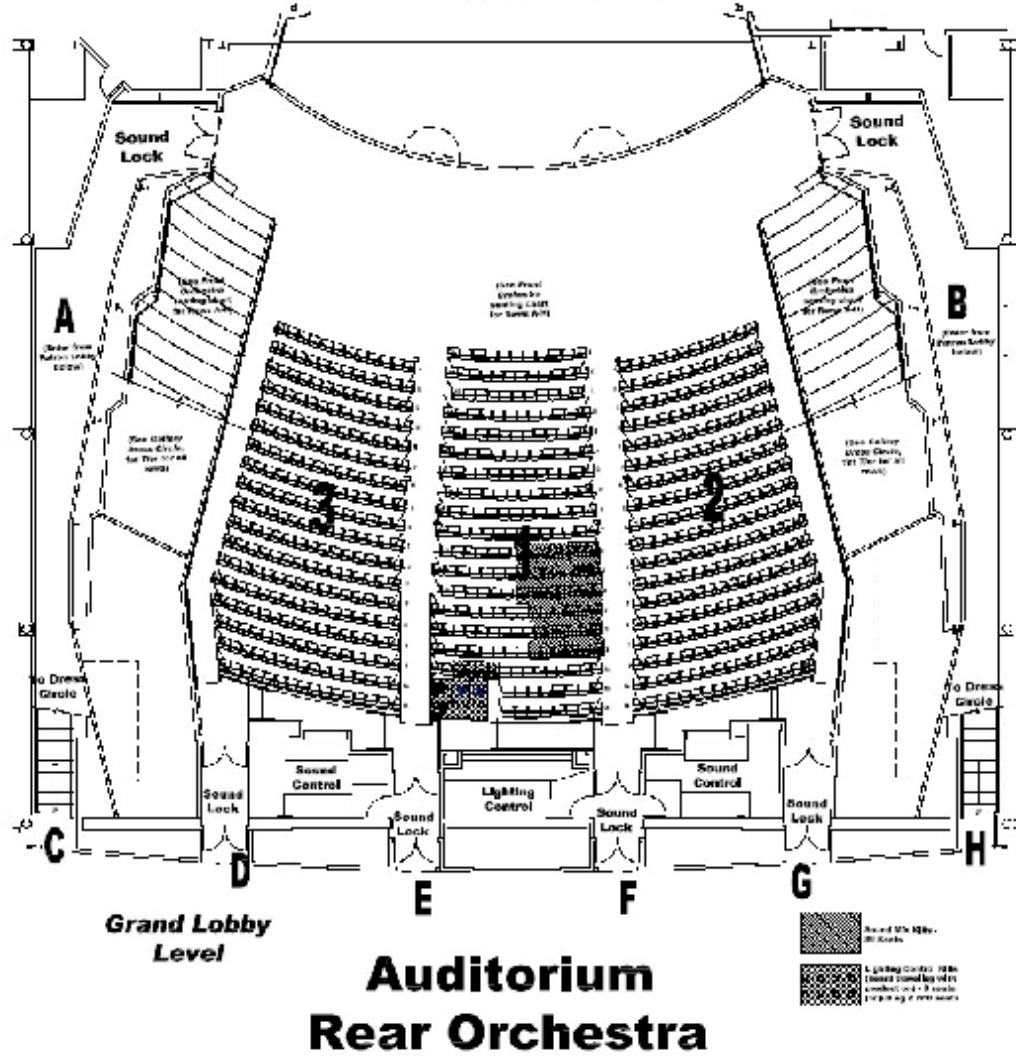
**Patron Lobby –  
Kroefshelmer  
Promenade  
Level**

# **Auditorium Front Orchestra, Gallery, and Pit**



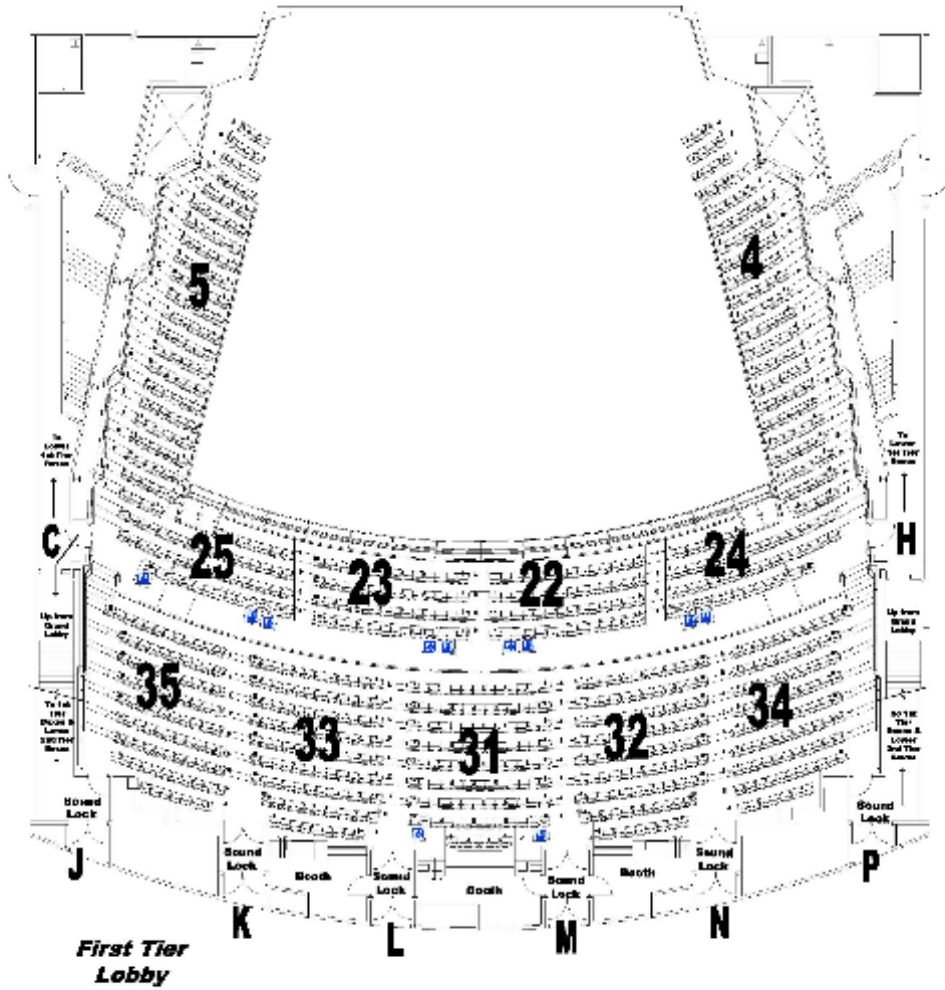


MARION CLIVER  
**McCaw Hall**  
 AT SEATTLE CENTER





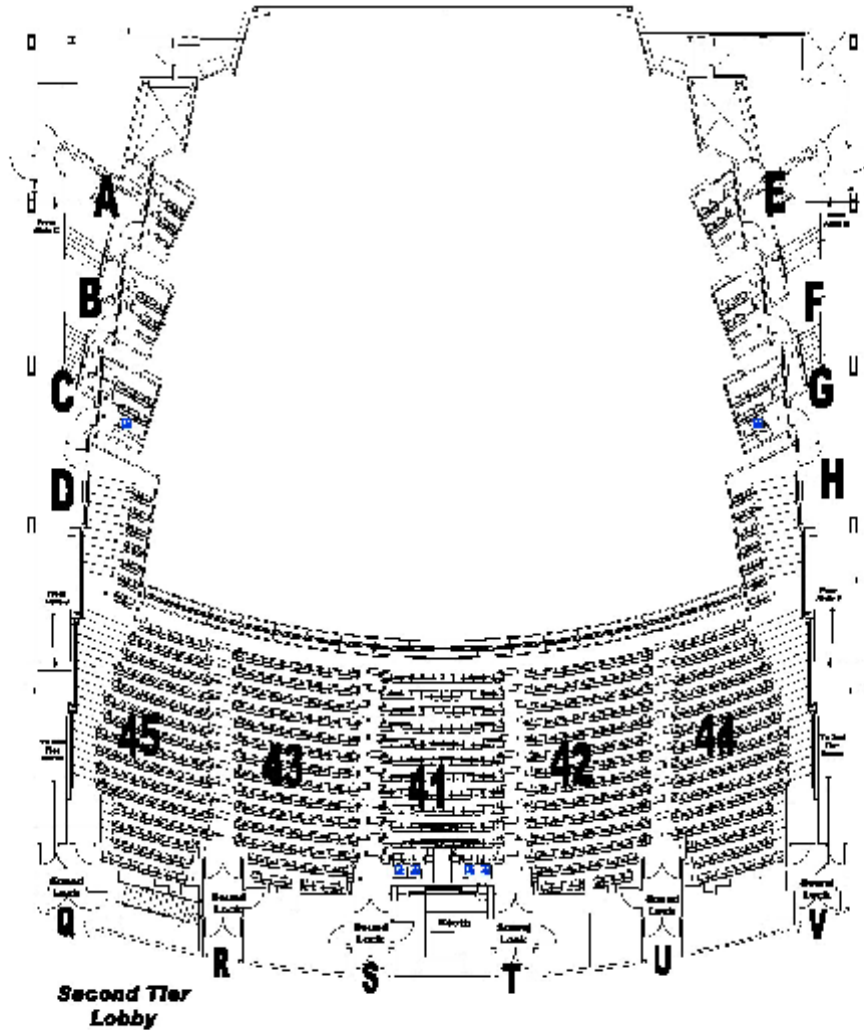
MARION OLVER  
**McCaw Hall**  
AT SEATTLE CENTER



**Gallery, Dress Circle  
and First Tier**

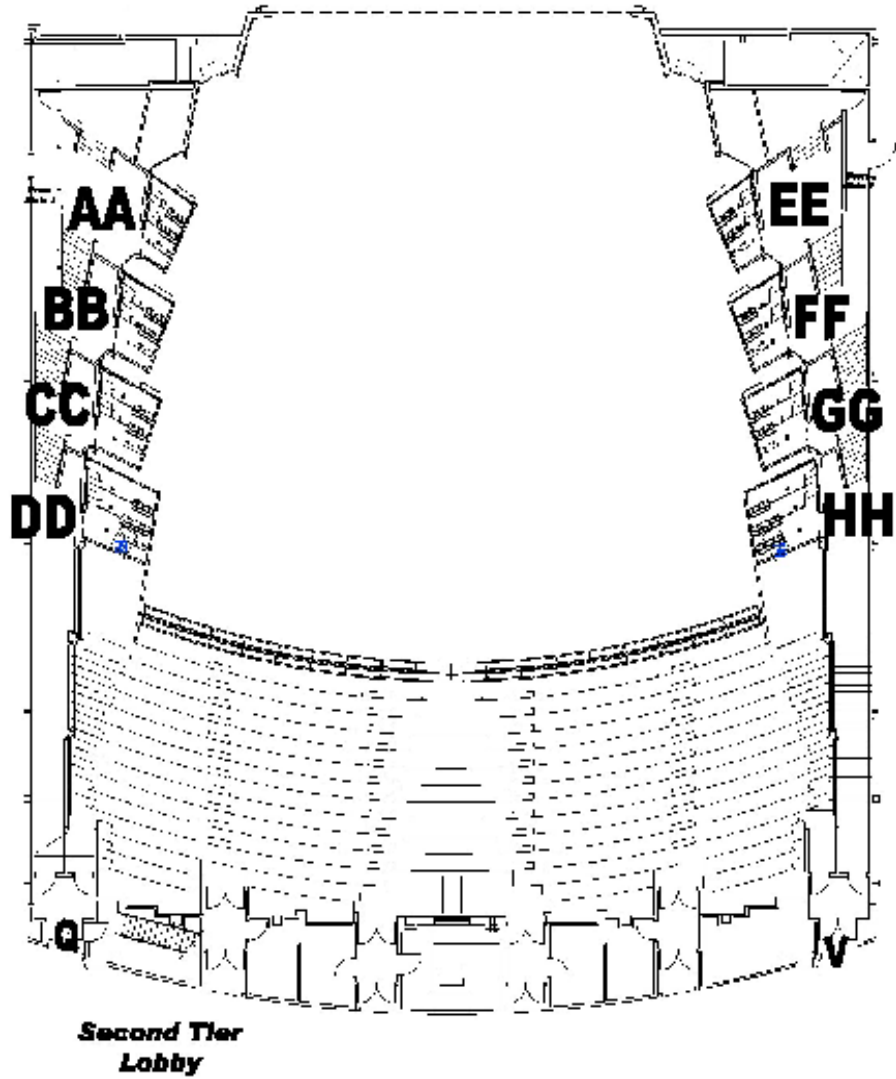


VARON OLIVER  
**McCaw Hall**  
AT SEATTLE CENTER



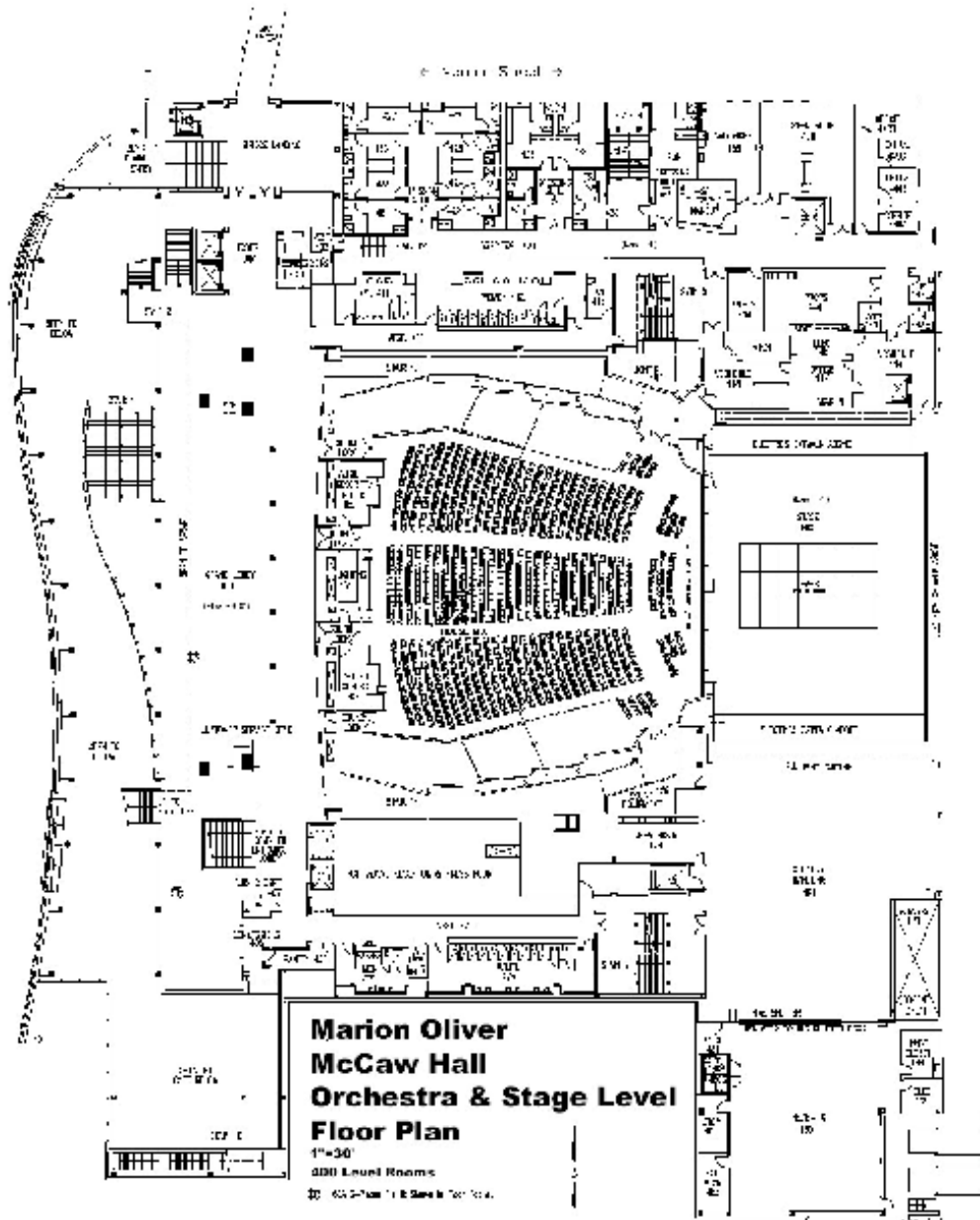
**Second Tier  
Lobby**

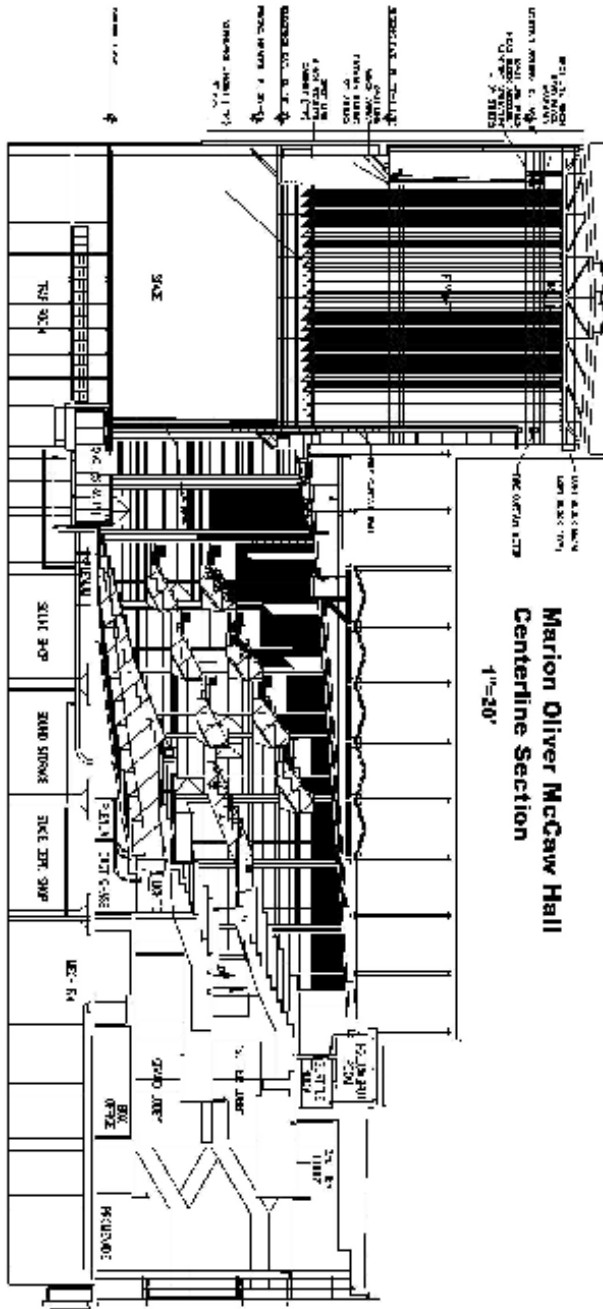
### **Auditorium 2nd Tier / 1st Tier Boxes**



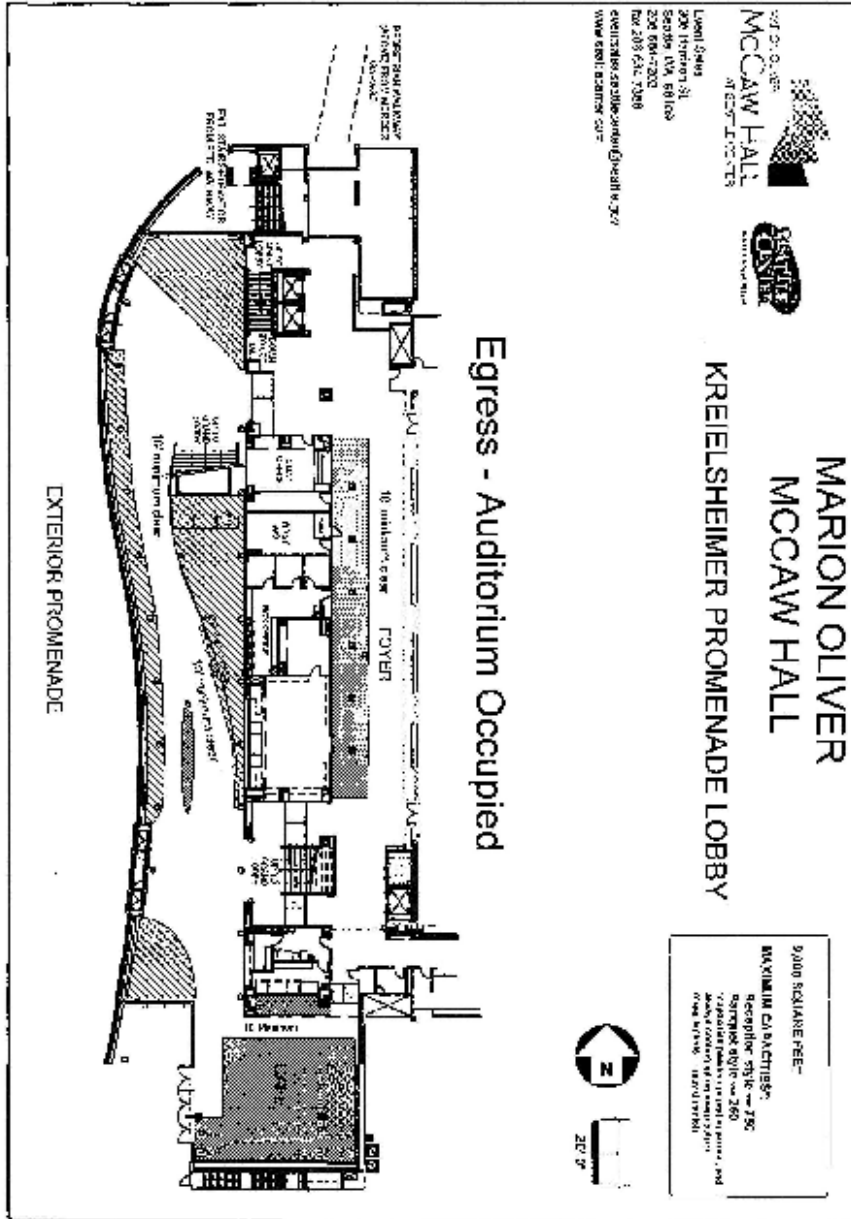
## Second Tier Boxes

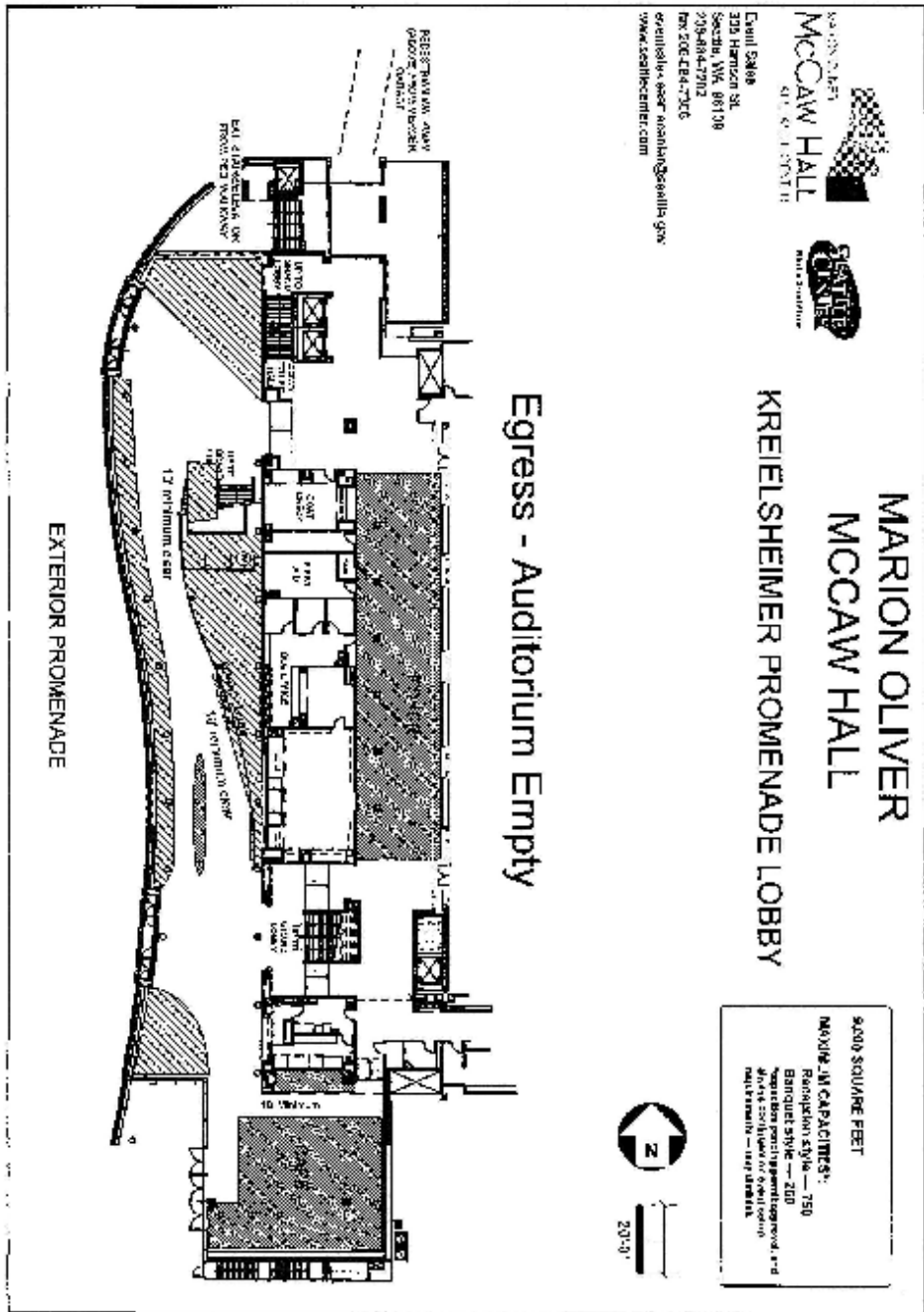
Drawing has been reduced and is not to scale.





McCaw Hall FIRE MARSHAL PRE-APPROVED FLOORPLANS





Event Space  
 300 Harrison St.  
 Seattle, WA 98109  
 206.464.2702  
 fax 206.464.2706  
 eventspace@seattlecenter.gov  
 www.seattlecenter.com





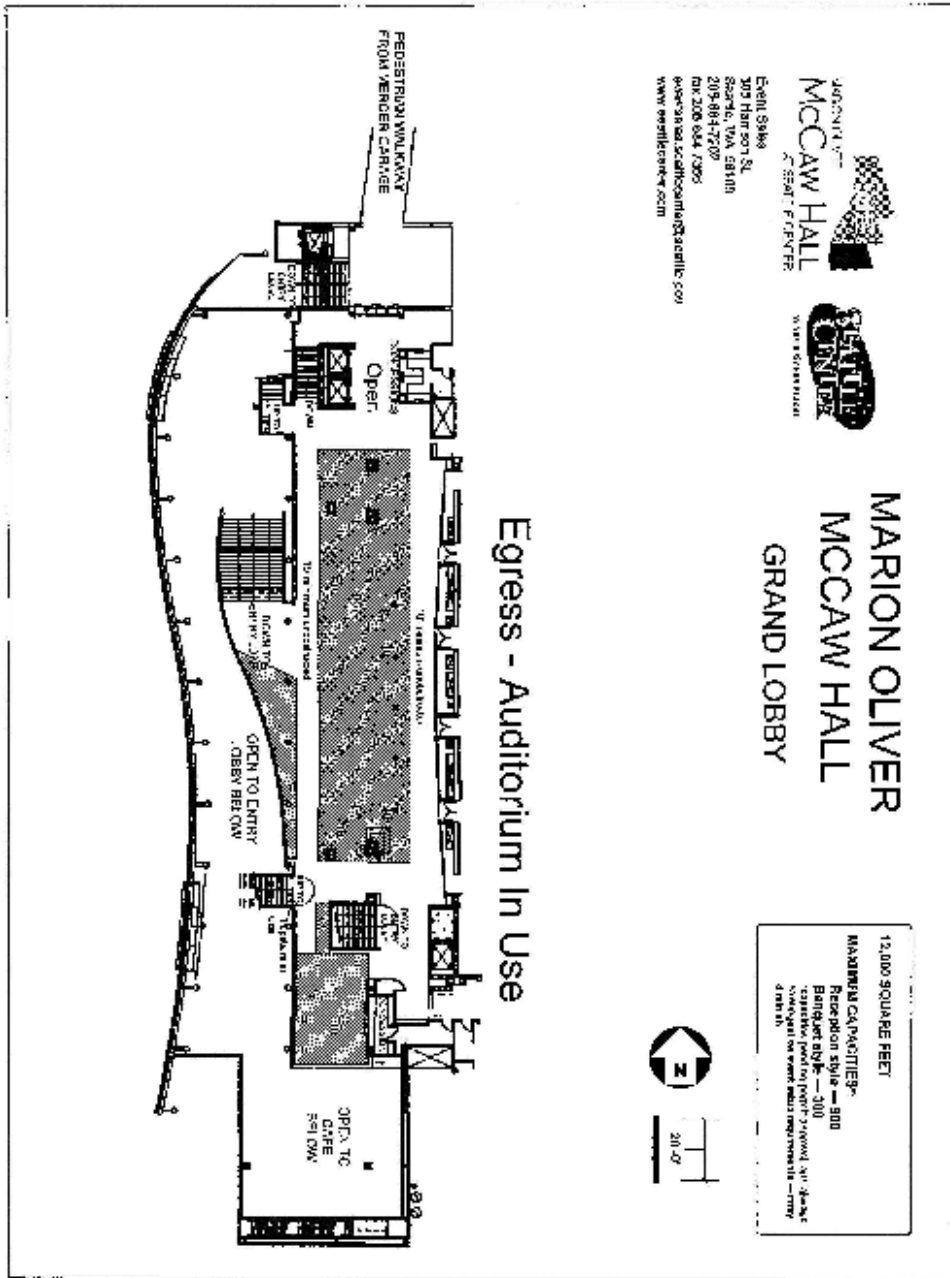
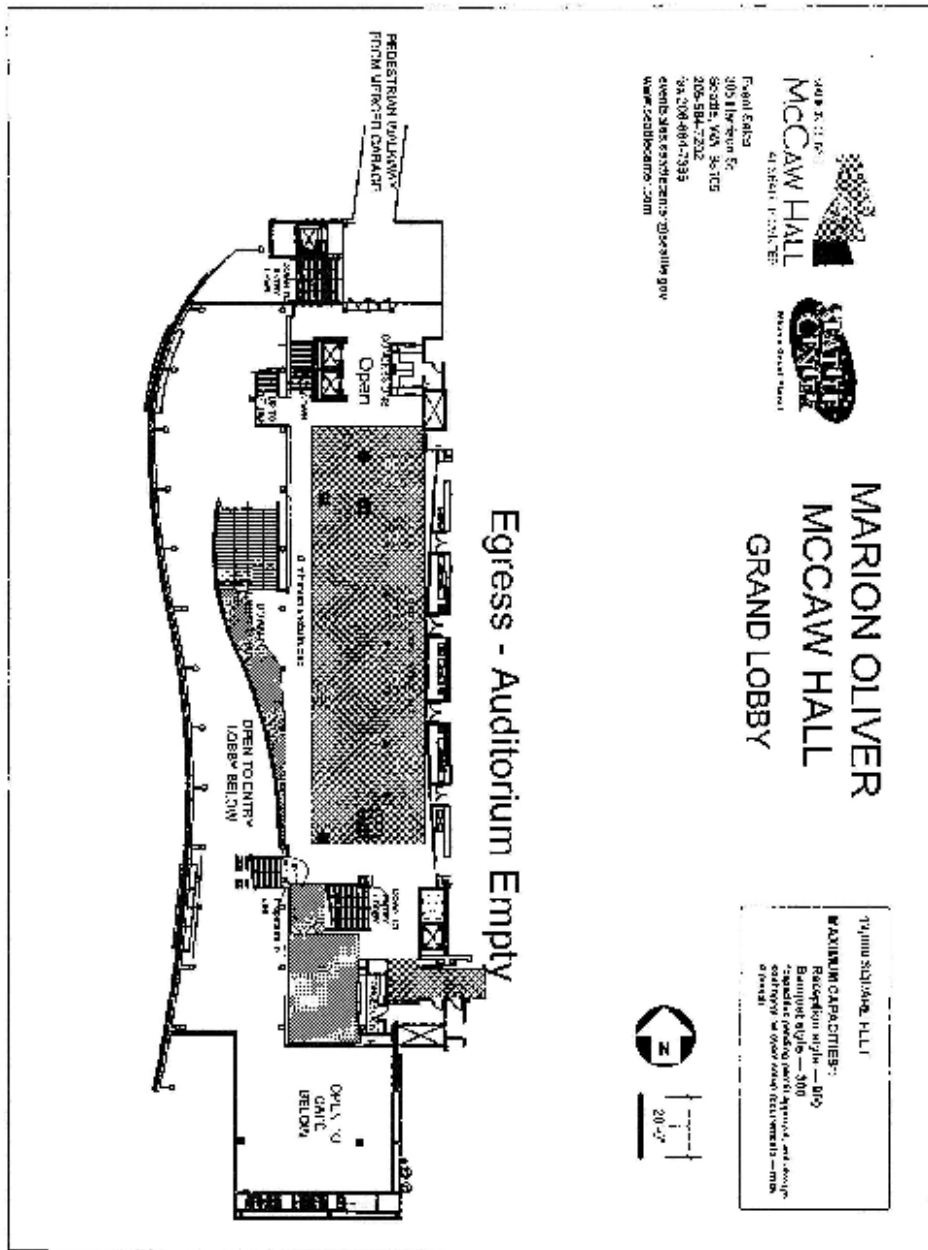
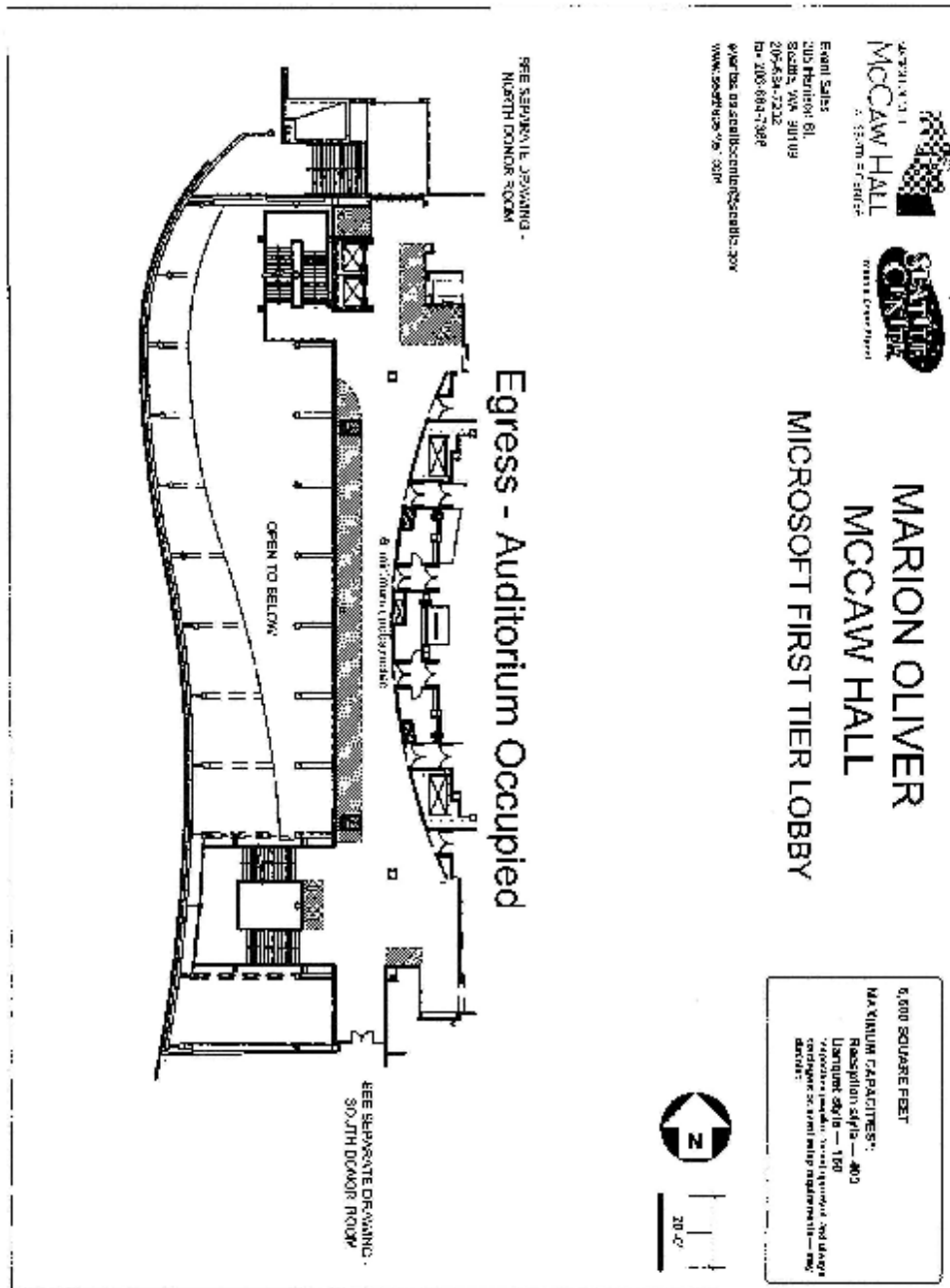
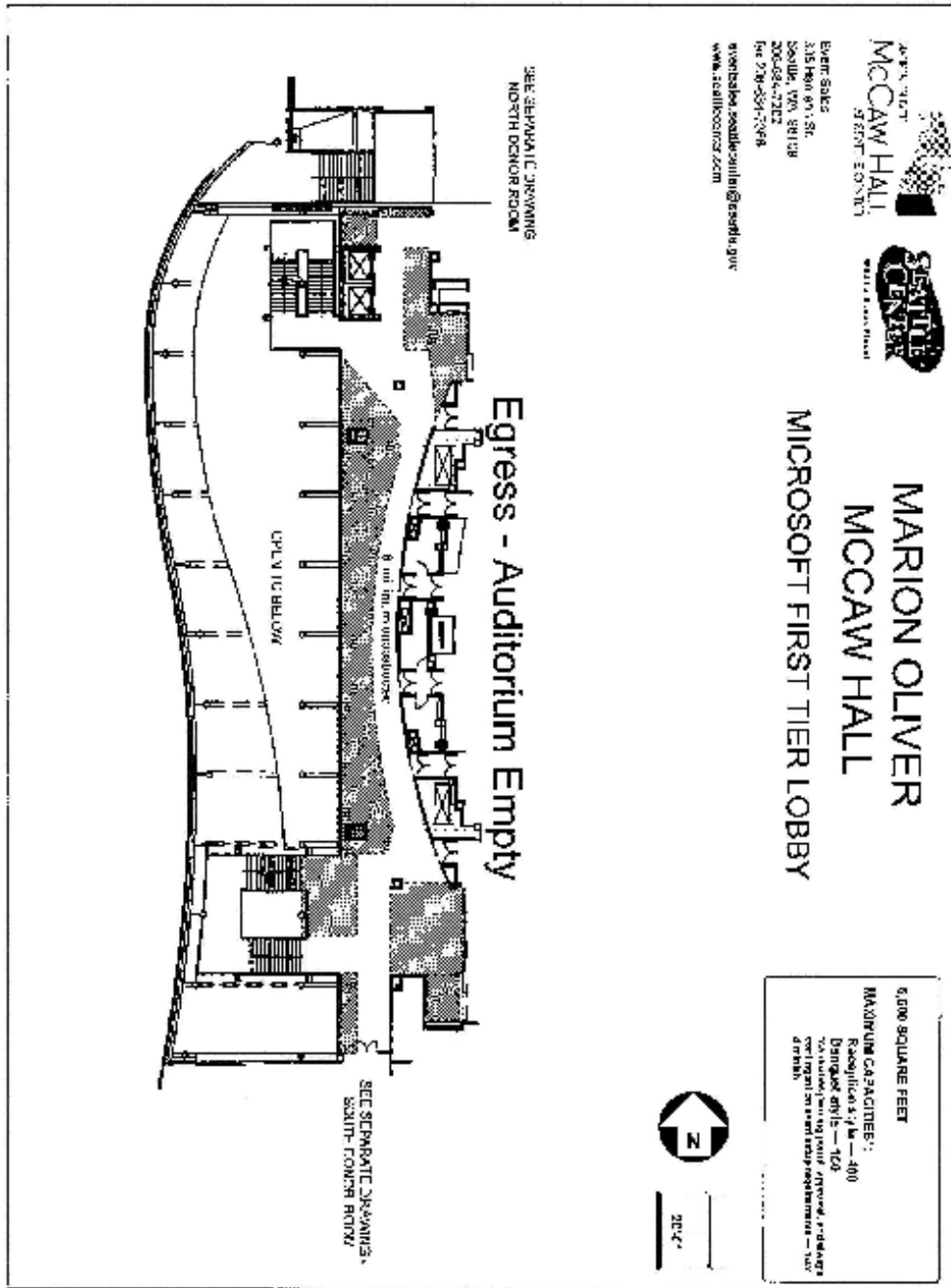
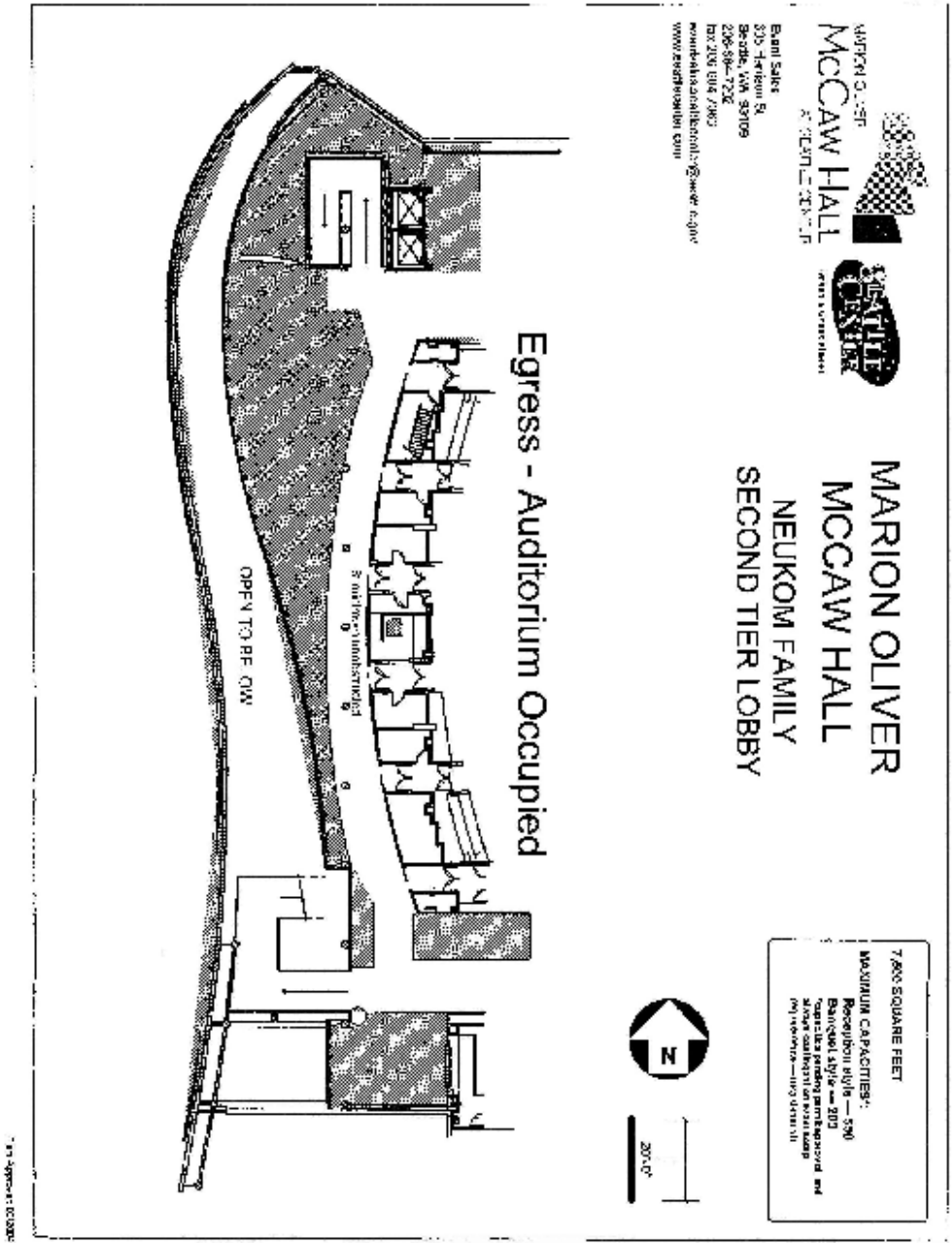


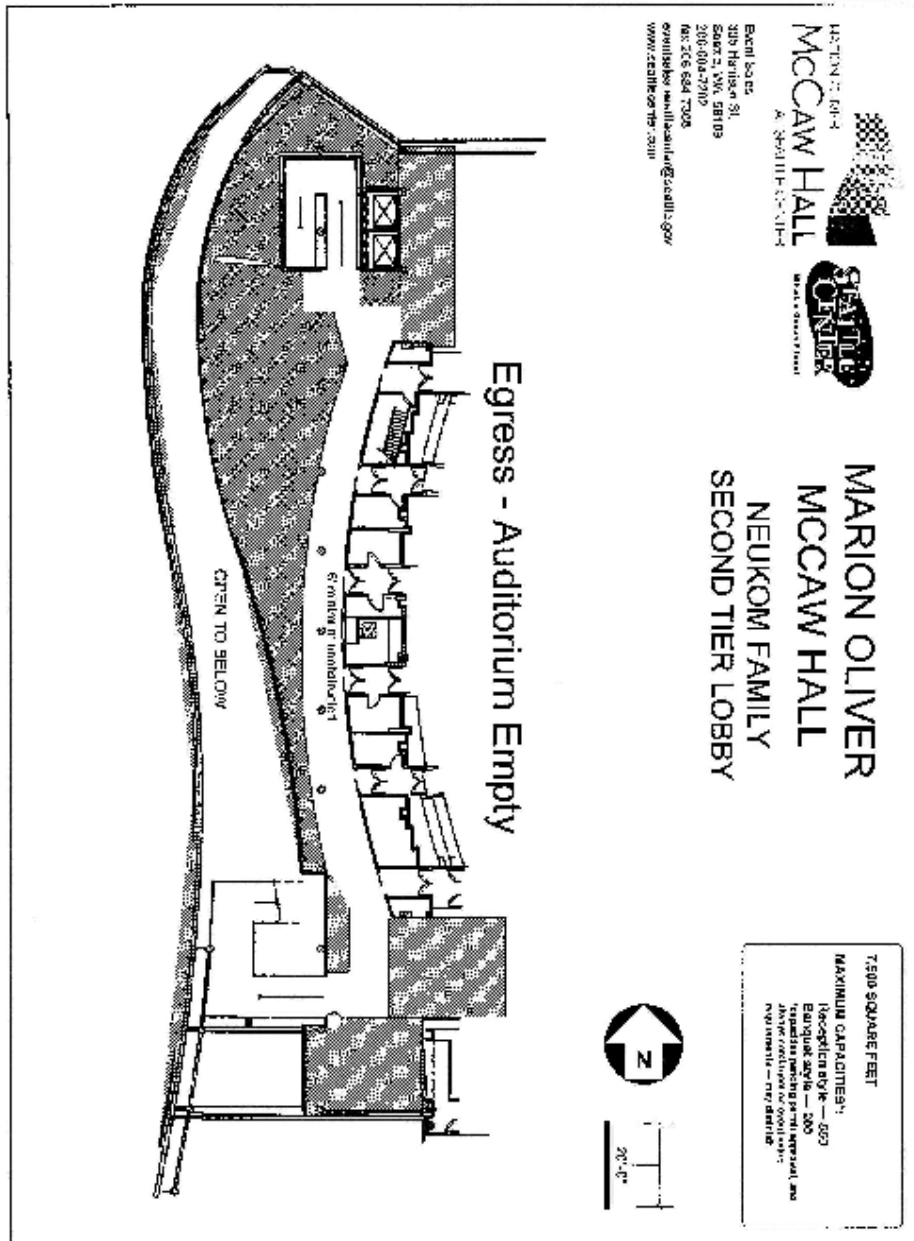
Fig. 1. Auditorium In Use

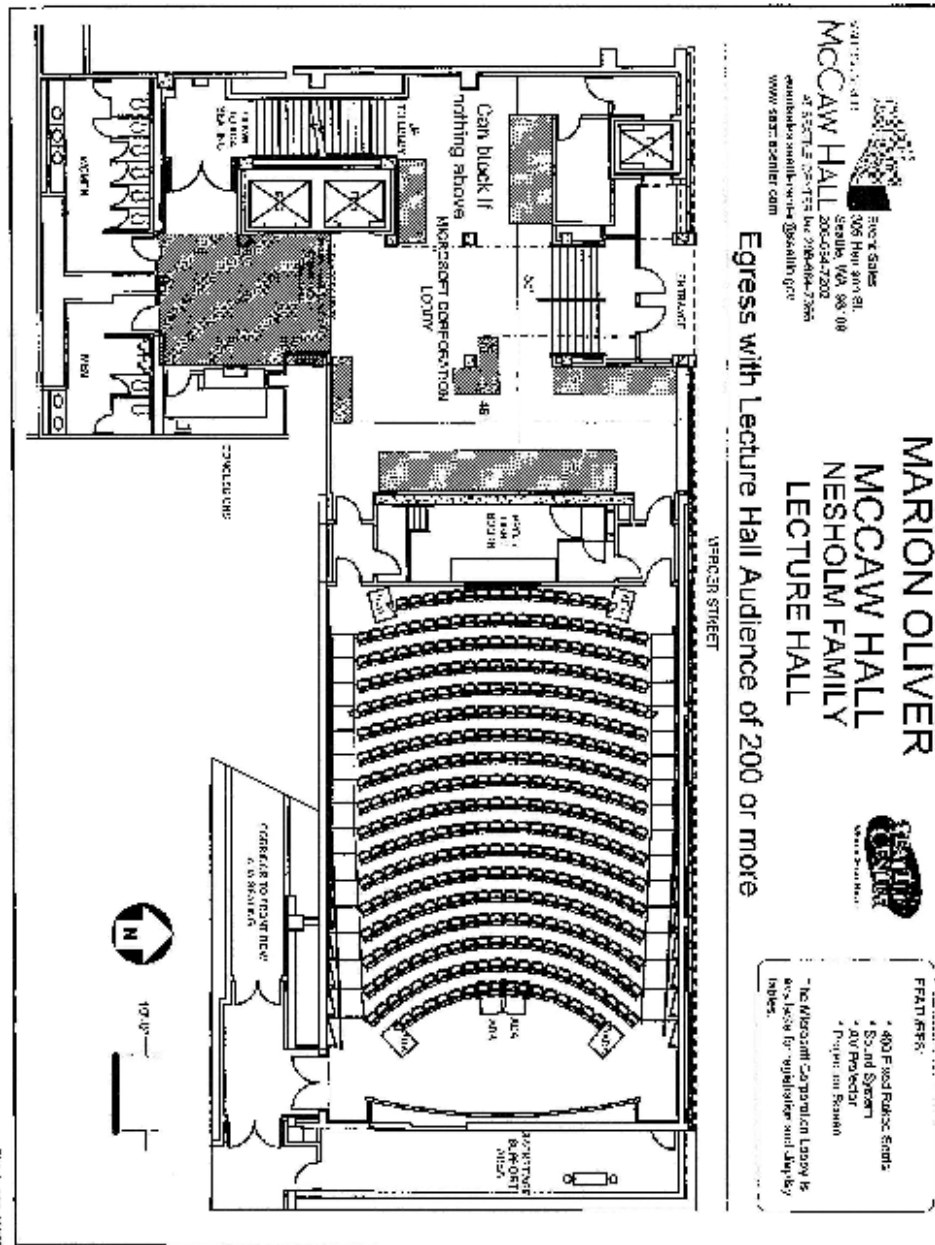


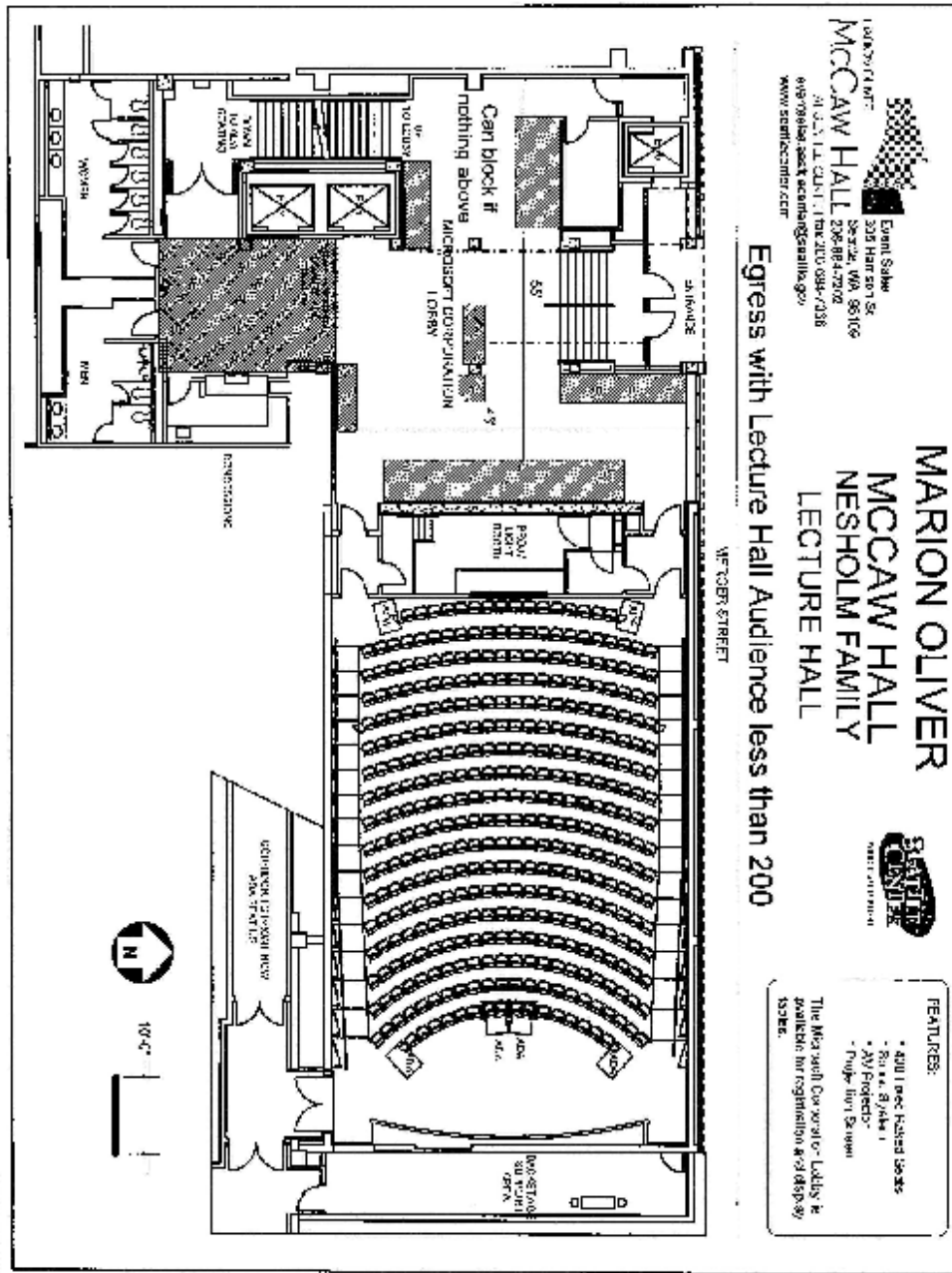














## EXHIBIT N CPA-SEATTLE CENTER INTEGRATION & LEASE AGREEMENTS

### Section 4(i) of the Seattle Center Lease Agreement (Arena at Seattle Center) between the City and Seattle Arena Company, dated September 25, 2018

Term Commencement Date; provided that if the Operating Term Commencement Date does not occur by October 30, 2020, any extension of payment in full beyond October 30, 2022, shall be in Landlord's discretion.

Section 4: Community Events

From and after the Operating Term Commencement Date, at the request of Landlord, Tenant shall make available to Landlord or Landlord's designees ("Community Event Designees") use of the Arena (including the loading dock and associated parking spaces) to host community events, but not the exclusive use spaces for the Seattle Storm, or, if applicable, resident NHL or NBA tenants, at no charge to Landlord or its designee for the use of such spaces for purposes of such hosted events, for up to fourteen (14) days per calendar year (each a "Community Event"). Subject to any priority calendar holds by resident NHL, WNBA or NBA teams, as applicable, Community Events shall include

- (i) up to six (6) consecutive days during Labor Day weekend for the annual Bumbershoot Festival, including one (1) day immediately preceding the first gated festival day for move-in purposes and until 11:59 p.m. on the day following the last gated festival day for move-out purposes, provided, that for the annual Bumbershoot Festival, the only NHL, WNBA, or NBA priority calendar holds that shall apply are those required by the NHL, WNBA, or NBA to be held and observed by all member franchises;
- (ii) up to eight (8) consecutive days during an annually recurring time period for the annual four (4) day Seattle/King County Clinic, held over a weekend including two (2) days immediately preceding the clinic and until 11:59 p.m. on the second day following the clinic for move out; and
- (iii) use of remaining days of the fourteen (14) day allocation, if any, for other Community Events.

Community Events, other than the Bumbershoot Festival and the Seattle/King County Clinic, shall occur on days that the Arena is available and can be made available. The Parties acknowledge that a festival event such as the Bumbershoot Festival, while a Community Event, is designed in part to earn a profit and may compete with the operations or booking opportunities of the Arena. Community Events, other than Bumbershoot and the Seattle/King County Clinic, shall not be designed to earn a profit or otherwise compete with the operations or booking opportunities of the Arena. Sections 4.8 through 4.10, inclusive, of the Seattle Center Integration Agreement shall govern the scheduling, duration, certain operational matters, and allocation of costs and expenses for all Community Events. Tenant and Landlord and/or the Community Event Designee shall enter into a separate agreement that shall govern Landlord's or its designee's use of the Arena for such Community Event, which shall include reasonable and customary provisions for insurance, indemnification, security, load-in/load-out, staffing, and clean-up. Any such agreement shall comply with the terms and conditions for Community Events under this Agreement and the Seattle Center Integration Agreement.

**Sections 4.8 and 4.10 of the Seattle Center Integration Agreement (Arena at  
Seattle Center)  
between the City and Seattle Arena Company, dated September 25, 2018**

**Section 4.7 Protected Speech Events and Activities**

(a) Seattle Center shall give ArenaCo prompt notice if Seattle Center provides a permit or license for a Protected Speech event on the Seattle Center Campus. As a result of the possessory rights granted to ArenaCo pursuant to the Lease Agreement, Seattle Center shall not have the right to provide a permit or license for a Protected Speech event on the Premises except with respect to vacated Second Avenue North and those portions of the Premises located in the Northwest Rooms Courtyards to which the City, as landlord, has Reserved Rights which are consistent with such license. Nothing in this Agreement designates the Premises as a public forum of any kind and nothing in the Agreement is intended to create any public right to conduct Protected Speech events or activities on the Premises.

(b) Seattle Center and ArenaCo shall work together to make best efforts to minimize the impact of Protected Speech events on the Premises.

(c) Damage or excessive cleanup sustained by the Premises that is directly attributable to a Protected Speech event licensed or permitted by the City on the Seattle Center Campus shall be billed by the City to the licensee or permittee, and the City shall be responsible to enforce the collection of these funds from the licensee or permittee. If an invoice for damage to or excessive cleanup of the Premises remains unpaid by the licensee conducting the Protected Speech event, then Seattle Center shall take steps to collect such amounts consistent with the license agreement and Seattle Center policies for collections; however, the City shall not be responsible for costs associated with damage or clean-up required as the result of unpermitted events or the actions of third parties who are not within the control of Seattle Center.

(d) Security or other operational adjustments that ArenaCo chooses to make in anticipation of or response to a Protected Speech event are the sole responsibility of ArenaCo and may not be billed back to the City.

(e) Seattle Center shall make best efforts to represent any major operational conflicts between Protected Speech events and Arena events to the City of Seattle Special Events Committee.

**Section 4.8 Community Events**

(a) Pursuant to Article VIII, Section 4 of the Lease Agreement, from and after the Operating Term Commencement Date, ArenaCo shall make available to City or City's designees ("Community Event Designees") use of the Arena (including the loading dock and associated parking spaces) to host community events, but not the exclusive use spaces for the Seattle Storm, or, if applicable, resident NHL or NBA tenants, at no charge to City or such Community Event Designees for the use of such spaces for purposes of such hosted events, for up to fourteen (14) days per calendar year (each a "Community Event"). The applicable provisions of Sections 4.8 through 4.10 of this Agreement and Article VIII, Section 4 of the Lease Agreement shall govern all Community Events.

(b) In accordance with Section 6.1 of this Agreement, Community Events shall not be prevented from having corporate, for-profit sponsors, including sponsors with benefits that may temporarily co-exist with Arena Sponsors during the applicable Community Event(s). In the

Director's discretion, the City may permit an authorized Community Event Designee to work directly with ArenaCo and to execute an event lease agreement directly with ArenaCo for one or more of the City Community Event dates. Any lease agreement for Community Events shall (i) be on reasonable terms, considering the nature of the event, and materially consistent with Seattle Center's existing form of event license agreement (ii) shall not impose unreasonable barriers to the City's ability to schedule Community Events, and (iii) shall comply with the terms and conditions for Community Events under the Lease Agreement and this Agreement.

(c) **Scheduling of Community Events**

(i) If the dates for the Bumbershoot Festival are modified, the Community Event dates reserved for Bumbershoot shall be modified to alternate dates that are acceptable to ArenaCo. City will provide ArenaCo no less than twelve (12) months advance notice of any such proposed date modification.

(ii) The Seattle/King County Clinic ("SKCC") shall be scheduled on mutually agreeable dates. Seattle Center shall provide written notice to ArenaCo of the desired dates for each year's SKCC as early as thirty-six (36) months and no later than twelve (12) months prior to the proposed SKCC dates.

(iii) ArenaCo acknowledges that the scheduling of SKCC is dependent on the availability of certain critical equipment, and will make best efforts to accommodate the dates requested by Seattle Center. The Parties acknowledge that, subject to the timing set forth in clause (ii) above, SKCC dates will not be confirmed until equipment availability is verified.

(iv) If fewer than six (6) days are used for the Bumbershoot Festival or fewer than eight (8) days are used for SKCC, or if either event (or any portion thereof) is cancelled, the remaining use dates may be scheduled for other Community Events, per the "Additional Dates" procedure set forth in Section 4.9 below.

**Section 4.9 Additional Community Event Dates**

(a) Should City desire to schedule Community Events other than Bumbershoot and SKCC from the 14-day allocation set forth in the Lease Agreement, City and ArenaCo will determine mutually agreeable dates for such use, taking into account priority calendar holds by resident NHL, NBA or WNBA teams, using the procedure outlined below:

(i) City may request to schedule a Community Event date on a day that ArenaCo has not previously scheduled or reserved for an event, with a written request from the Seattle Center Director.

(ii) The request will be delivered no less than thirty (30) days in advance of the requested date, and may be delivered as early as thirty-six (36) months in advance.

#### **Section 4.10 Premises Use for Community Events**

(a) Subject to Section 4.10(b), during Community Events, the City or its designee shall have full use of the Premises, including all guest and event areas; plazas; lobbies, restrooms and concourses; premium seating; backstage production areas; meeting rooms; dressing rooms (for dressing/undressing, hair and makeup, and similar activities only); concession areas (for food service use only); loading docks; and associated parking spaces.

(b) During Community Events, the City or its designee shall not have use of certain Arena areas designated for the exclusive use of ArenaCo tenants, licensees and staff, including resident team locker rooms; visiting team and officials' locker rooms; team lounges, training and medical facilities; exclusively leased suites; designated storage spaces; broadcast production studios; press box; concessions administrative offices; and ArenaCo administrative space.

(c) ArenaCo will provide a designated event service representative/event coordination contact for Community Events.

#### **(d) Concessions Areas**

(i) Catering and concession exclusivity will be waived during SKCC only, it being understood that all other Community Events shall utilize Arena concessionaires if and to the extent required by the agreements then in place between ArenaCo and such concessionaires.

(ii) ArenaCo will work with SKCC to create a temporary kitchen area on the Premises that will be separate from the Arena's concessions kitchen, but that will provide a facility equivalent to that of tour catering conditions.

(iii) SKCC will not be permitted to use concessions stands for clinic operations but will be permitted to use concession stands for food service use only, and no access will be provided to concessionaire storage or equipment.

(e) As between Seattle Center and ArenaCo, Seattle Center or its designees shall have the exclusive media rights to Community Events, including, but not limited to, the right to record, live stream, publish, display, distribute, and reproduce recordings, accounts, photos, and other content (collectively, "Captured Content") in any form, medium or manner, whether now or hereafter existing (including, without limitation, all performances, programming and activities associated with the Community Events). ArenaCo, on behalf of itself, and anyone obtaining any rights through ArenaCo, including, without limitation subtenants of ArenaCo, hereby waives any and all media rights to Community Events. Seattle Center or its designees shall be allowed media access as needed for Community Events. Notwithstanding anything to the contrary contained herein, Seattle Center or its designees shall not live stream, publish, display, distribute, or reproduce any Captured Content that reasonably would be anticipated to (i) disparage ArenaCo or any Team, or (ii) otherwise purport to associate ArenaCo or any Team with any overt political message (the identification of the location of events or activities at the Premises itself shall not be an association for purpose of the foregoing clause (ii)).

(f) Specifically pertaining to the SKCC, Seattle Center and the SKCC work with both Seattle and King County Public Health, as well as other professional state and local agencies, to develop and maintain safety protocols related to significant communicable conditions, sanitation, biohazardous waste disposal, blood-borne pathogen exposure, equipment, direct patient care, health emergencies, volunteer licensure, and malpractice coverage, among others. Seattle Center and SKCC commit to continuing to work with these agencies to ensure professional standards and safety are being achieved in clinic operations, both in the Arena and on the Seattle Center Campus, and that appropriate written waivers and disclaimers of liability are being obtained from members of the public accessing SKCC services that run in favor of ArenaCo, the form of which waiver and disclaimer will be provided to ArenaCo.

(g) Community Event Expenses

(i) City or its designee will reimburse ArenaCo for direct out-of-pocket costs (without markup) actually incurred in connection with hosting the Community Events. Overhead and the cost of salaried staff (as opposed to hourly staff who were hired specifically for the Community Event) is not billable to the City, but direct event costs are. ArenaCo will provide estimated charges to Seattle Center in connection with the scheduling of a Community Event.

(ii) These direct billable costs may include, but are not limited to, direct costs for setups/breakdowns of facilities, systems, equipment, and furniture; and labor such as ushers, security, stage and other technical operators, and janitorial.

(iii) SPD, paramedics, and other municipal services related to the Community Event will be billable to Seattle Center.

(iv) Interior equipment owned or leased by ArenaCo and housed in the building may be used free of charge except for set/strike costs, it being expressly understood that the foregoing provision shall not apply to equipment owned or leased by any Team. All ArenaCo equipment used for Community Events must remain in the interior of the Arena and may not be used in outdoor plaza areas or otherwise moved off-premises.

(h) The City or its designee shall be permitted to utilize its own ticketing service for the Bumbershoot Festival and retain all revenues therefrom.

**Section 4.11 Space Usage/Pre- and Post-Arena Events**

(a) Festival and Event Use of the Exterior Arena Premises

(i) Upon request, ArenaCo will have the opportunity to review (but not approve) how Seattle Center events are using Seattle Center Campus areas directly adjacent to the Premises (collectively, "Seattle Center Campus Adjacent Activities"). Seattle Center shall consider in good faith the reasonable comments of ArenaCo with respect to such Seattle Center Campus Adjacent Activities and any material adverse impacts on the Premises that are reasonably anticipated based on the proposed plan for same. Nothing in this Agreement shall be deemed to operate as an advance waiver or release in the event that

such Seattle Center Campus Adjacent Activities result in damages to or claims against the Premises.

(ii) Per the Lease Agreement, in addition to Community Events, ArenaCo shall provide 360-degree pedestrian access around the circumference of the Arena, and to the maximum extent feasible, for the exterior pedestrian walkways, landscaping and hardscaping, plazas and other exterior amenities in or on the Premises to remain available for public use and enjoyment, festivals, and other uses consistent with the Lease Agreement, Seattle Center's Purpose Statement, and the Seattle Center Master Plan. Therefore:

- a. Seattle Center may request use of the Arena plaza areas for use by resident organizations/large community events, provided these events are free and open to the public, and provided that the proposed use does not conflict with existing Arena event business (including Arena sponsorships).
- b. Direct costs and liability insurance issues related to this type of use would be addressed in writing in advance and would be billable to or required of the festival or event.
- c. Festival and event use of any portion of the exterior areas of the ArenaCo Premises is subject to approval and licensing by ArenaCo, such use to not be unreasonably withheld.
- d. In order to guarantee use of the exterior Arena Premises (other than the Reserved Rights Area) well in advance, festivals or event clients may lease or license such plaza areas directly from ArenaCo through standard booking procedures and at rates determined by ArenaCo.

(b) ArenaCo Use of the Seattle Center Campus

(i) Upon request, Seattle Center will have the opportunity to review (but not approve) how ArenaCo's events are using those areas of the Premises directly adjacent to the Seattle Center Campus (collectively, "ArenaCo Adjacent Activities"). ArenaCo shall consider in good faith the reasonable comments of Seattle Center with respect to such ArenaCo Adjacent Activities and any material adverse impacts on the Seattle Center Campus that are reasonably anticipated based on the proposed plan for same. Nothing in this Agreement shall be deemed to operate as an advance waiver or release in the event that such ArenaCo Adjacent Activities result in damages to or claims against the Seattle Center Campus.

(ii) Upon request from ArenaCo, Seattle Center will work with ArenaCo to coordinate event activations on the Seattle Center Campus that relate to certain Arena events, taking into consideration Seattle Center's overall public programming and operations.

**EXHIBIT O**  
**LIST OF DELIVERABLES**  
**AS OUTLINED IN AGREEMENT BETWEEN CITY OF SEATTLE AND NEW RISING**  
**SUN REGARDING BUMBERSHOOT**

<b>Annual Notifications</b>	<b>Who</b>	<b>RE</b>	<b>Detail</b>
3 months prior to Festival	NRS	Noise	Submit Noise Plan ( <a href="#">Ex A.5.A.</a> ; <a href="#">Ex C</a> )
60 days prior to Festival	SC	Facilities	Confirm availability of additional facility requests in the current FUG ( <a href="#">Section 5.3.B.10</a> ; <a href="#">Section 6.2</a> )
18 days prior to first Festival grounds load in day	NRS	EOC	FINAL DOCUMENTS DUE ( <a href="#">Section 6.2.i</a> )
14 days prior to first Festival grounds load in day	SC	EOC	Final Event Order Confirmation published, distributed to SC workgroups
10 days prior to first load in day	NRS	Insurance	Proof of insurance due to City ( <a href="#">Article 12</a> ; <a href="#">Ex F</a> )
Prior to first load in day of Festival	NRS	Credentials	Provide copies of certifications for personnel operating heavy equipment ( <a href="#">Section 6.1.B.</a> )
Mon. prior to Festival	NRS	Damage Deposit	\$5,000.00 due to Seattle Center – refundable ( <a href="#">Ex A.1.C.</a> )
Mon. Prior to Festival	SC	Bollard Keys	Provide bollard keys to NRS ( <a href="#">Ex J</a> )
During Festival	NRS	Safety	Daily meetings with SC, SPD, SFD, Peer Security ( <a href="#">Ex A.15.D</a> )
4 days after Festival	NRS	Bollard Keys	Return bollard keys to SC ( <a href="#">Ex J</a> )
Jan 1	SC	FUG	Respond to NRS draft with Approved FUG ( <a href="#">Section 5.3</a> )
Jan 31	NRS	Public Benefit	Annual Public Benefit & Use of Mark report for previous year ( <a href="#">Section 7.6.B</a> )
Feb 15	SC	Labor Rates	Deliver labor rates ( <a href="#">Section 6.2.E.</a> )

Mar 1	SC	Sponsorship Exclusivity	Provide a report of existing exclusive sponsor categories (Section 9.A.3)
April 1	SC	Grounds Access Policy	Notify NRS of current grounds access policy for current year (Section 6.3.C)
April 1	SC	Equipment Inventory	Deliver current detailed inventory of equipment by facility, location or area (Section 6.2.F.)
April 30	NRS	FUG	Decision date for McCaw Hall use (Section 5.3.B.3.)
May 1	NRS	Site Maps	Submit detailed draft site maps with descriptions of what general activities take place where, including locations for all alcohol service. (Section 6.2.B.)
May 1	NRS	Sponsorship	Present proposed Major Sponsorship package details (Section 9.A.1)
May 15	SC	Site Maps	Respond with any proposed changes to maps and/or feedback on activity descriptions. (Section 6.2.B.)
June 1	SC/NRS	Meeting	Assess proposed Contract Year budget to create efficient & cost-effective labor, operational and equip. plans (6.2.G.)
June 1	NRS	FUG	Submit final FUG, which should comply with the Approved FUG (Section 6.2.D.)
June 1	NRS	Connectivity	Provide list of phone and data needs to SC (Section 6.3.F.)
June 1	NRS	Armory	Armory briefing, to include setup of Armory Main Floor & notification of items to sell in Armory – approval by Director (Section 5.1.A.2.; Ex A.12.A; Ex. B)
June 15	SC	Connectivity	Notify NRS of any data/phone services campus connectivity partner cannot provide or cannot provide at competitive prices (Section 6.3.F.)
June 30	NRS	Audit	Independent audit of previous year's Festival accounting submitted to City (Section 7.7)
July 1	NRS	Fountain Use	Fountain use plan (Section 6.2.H.)
July 1	NRS	Merch Plan	Provide SC with list of proposed merchandise and prices (Section 4.3.C.)
July 20	NRS	EOC	Draft documents due to SC as follows:



			Times & functions of each facility; Labor schedule; Equipment needs; Electricity plan; Security Plan; Site maps (Section 6.2.i.)
July 20	NRS	Vendor List	Submit list of vendors authorized to sell concessions/merch in and from SC facilities or premises of the SC grounds (Section 8.3.)
July 31	SC/NRS	Meeting – public safety	Schedule a public safety meeting to occur before Aug 10, to include appropriate City, Seattle Center and Festival representatives (Section 6.2.J.; Ex A.14.A)
Aug 1	SC	EOC	Response to draft Event Order documents from Director (Section 6.2.I)
Aug 1	SC	Vendors/Merch	Written notice to NRS of any concerns with Merch or Vendor Plans (Section 4.3)
Jan 1 – Aug 1	NRS/SC	Walk-throughs	At least 4-10 grounds walks (Section 6.2.K.)
Oct 1	NRS	Ticket Report	Report identifying the respective and aggregate amounts for gross receipts derived from all current year Festival general admission ticket sales (Section 6.7.A.)
Oct 15	SC	Invoice for BS	Submit invoice to NRS for direct reimbursable costs (Section 6.7.B)
10 business days after Oct 15	NRS	Invoice for BS	If needed, request meeting to discuss charges on Festival invoice (Section 7.4.B.1)
Oct 31	SC	Public Safety	Written notification to NRS of any public safety issues or concerns from that year’s Festival. (Section 6.2.J)
Nov 1	NRS	Festival Report	Final evaluation of ticket sales, program evaluation, sponsorship recap, sample programs, recommendations for SC and the Fest. Future use with respect to planning, organizing, staging, production, evaluation of the Fest at SC. (Section 6.7.C)
Nov 1	SC/NRS	Redevelopment	Meeting to discuss City’s activity on the grounds and / or in the facilities with respect to SC redevelopment and the next succeeding Fest. (Section 6.2.A.)
Nov 15	NRS	FUG	Submit written draft facility use grid for upcoming Contract Year’s Festival (Section 5.3)

Nov 15	NRS	Festival Fee Payment	Festival Percentage and Festival Ticket Fee payments due ( <a href="#">Section 7.4.B</a> )
Dec 1, 2029 or within 30 days of Option to Extend notice	SC	Written Notice	Submit written notice of any NRS failures to meet obligations under Agreement (Section 2.3)

In case of a conflict between this Exhibit O and the Facility Use Agreement between The City of Seattle and New Rising Sun Concerning the “2023-2032 Bumbershoot” Festival, the Agreement will supersede this Exhibit.

**EXHIBIT P**  
**NEW RISING SUN SPONSOR BOOTH LICENSE AGREEMENT**

EXHIBIT P – NRS SPONSOR BOOTH LICENSE AGREEMENT will be provided by NRS for those occasions in which the City wishes to utilize its in-kind promotional booth opportunity at the Bumbershoot Festival.

## **EXHIBIT Q SPECIAL TERMS AND CONDITIONS FOR USE OF CORNISH PLAYHOUSE THEATRE**

### **Special Terms and Conditions for Use of Cornish Playhouse Theatre**

1. **Cleaning and Repair.** New Rising Sun shall perform clean-up of the Production Area of the Seattle Center Playhouse Theatre as necessary to restore it to its prior condition, normal wear and tear excepted. The Production Area means the Public lobby, Main floor of house; Public Rest Rooms; Stage; Catwalks; Lighting Booth; Control Booth; Loading/Unloading Dock, Dimmer Room, Green Room, and Studio/Rehearsal Hall. All cleaning and repair shall be completed by the end of the last day of use, unless a longer period of time is required for repair work, which work shall be completed as quickly as is reasonably possible and subject to the Playhouse's performance production schedule.
2. **Insurance:** Refer to Exhibit F.
3. **Hazardous Substances.** New Rising Sun shall indemnify, defend and hold the City and Cornish harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed upon, the City and/or Cornish (as well as the City's and/or Cornish's attorneys' fees and costs) as a result of New Rising Sun's use, disposal, transportation, generation and/or sale of Hazardous Substances on or about the Playhouse. This indemnification obligation shall survive the expiration or earlier termination of this Agreement.
4. To the extent permitted by law, New Rising Sun shall indemnify, defend and save the City, the City's officers, agents, employees and contractors, Cornish, Cornish's officers, agents, employees and contractors, harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) New Rising Sun's occupation, use or improvement of the Playhouse, or that of any of its employees, agents or contractors, or (ii) New Rising Sun's breach of its obligations under this Agreement, or (iii) any act or omission of New Rising Sun or any licensee, assignee, contractor, or concessionaire of New Rising Sun, or of any officer, agent, employee, guest or invitee of any of the same in or about the Playhouse. New Rising Sun agrees that the foregoing indemnity specifically covers actions brought by its own employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of New Rising Sun's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide the City and Cornish with a full and complete indemnity from claims made by New Rising Sun and its employees, to the extent of their negligence. New Rising Sun shall promptly notify the City and Cornish of casualties or accidents occurring in or about the Playhouse. **THE CITY, CORNISH AND NEW RISING SUN ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THIS INDEMNIFICATION PROVISION.**
5. **Licensee's Release of Claims.** New Rising Sun hereby fully and completely waives and releases all claims against City and Cornish to the extent a loss or damage is covered by insurance for any losses or other damages sustained by New Rising Sun or any person

claiming through One Reel resulting from any accident or occurrence in or upon the Playhouse, including but not limited to any defect in or failure of Playhouse equipment; any failure to make repairs; any defect, failure, surge in, or interruption of Playhouse facilities or services; broken glass; water leakage; the collapse of any Playhouse component; or any act, omission or negligence of subtenants, licensees or any other persons or occupants of the Playhouse.

## **EXHIBIT R SEATTLE CENTER SPONSORSHIP GUIDELINES**

### **SEATTLE CENTER CORPORATE SPONSORSHIP GUIDELINES**

Last Updated: March 13, 2014

#### **SEATTLE CENTER PURPOSE:**

Seattle Center creates exceptional events, experiences and environments that delight and inspire the human spirit to build stronger communities.

#### **SEATTLE CENTER GOALS:**

Programs – Create, support, and deliver compelling public events that draw in our diverse community as a core line of business

Place – Undertake maintenance and redevelopment projects that support Seattle Center Century 21 Master Plan principles enhance the vibrancy of this unique civic space and sustain it for many years to come

Financial Performance – Set and meet prudent financial goals to build reserves, leverage private investment and seize new opportunities through creative partnerships with the City of Seattle, taxpayers, clients, donors and corporate sponsors

Capacity Building – Maximize all internal and external assets, services and resources that help us to meet our business objectives and thrive long into the future

#### **SITUATION ANALYSIS:**

The Seattle Center campus provides prime sponsorship real estate through its varied events, activities and potential for visibility. Through a thoughtful approach to sponsorship, Seattle Center has the opportunity to partner with solid, respected organizations for mutually beneficial partnerships that provide community access to our sponsors, enhances the events, activities, location etc. and meet our financial goals.

With a considerate process we can remain aligned with our vision, while achieving our goals through these partnerships.

To be successful in our sponsor relationships we must strike a balance between these two objectives: to be the community heart of the city and to achieve financial success.

Sponsorship acquisition and activation is fulfilled through an integrated team consisting of the sponsorship team, marketing, SC Productions, Event Sales and Servicing and any other relevant Seattle Center business unit.

This is not an advertising program.

### **SEATTLE CENTER SPONSORSHIP GOALS:**

- Achieve sponsorship revenue goals established to contribute to the operating plan
- Position the organization for success and significant revenue growth over the next 3 years
- Foster a culture that supports sponsorship partners and programs
- Establish an operating model that maximizes resources, actively involves colleagues, and operates efficiently
- Secure high profile partners that align with and elevate Seattle Center's brand
- Create activation programs that benefit and engage Seattle Center visitors

### **GUIDELINES INCLUDE BUT ARE NOT LIMITED TO:**

Seattle Center has determined that partnerships in certain categories may not serve the objectives of Seattle Center or the sponsorship program and therefore will be excluded from solicitation.

- Tobacco and marijuana products
- Firearms
- Films rated "R", "X" or "NC-17" or video games rated "A" or "M"
- Adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments
- Adult telephone services, adult internet sites and escort services
- Political or religious organizations
- Organizations who promote any activity or product that is illegal under federal, state or local law
- Any partner that would be considered objectionable, insulting, degrading or offensive under contemporary community standards as determined by the Director
- Any organization who is soliciting funds/donations for a non-profit (ie; roaming teams asking for donations)

Sponsors promoting personal products will be evaluated on a case-by-case basis. Seattle Center desires partnerships that reinforce a positive message and is appropriate for a family audience. Seattle Center will seek sponsors that have similar organizational goals and quality products and services.

Seattle Center will seek partners who understand, respect, and will support Seattle Center's artistic and cultural goals and reinforce Seattle Center's position as a public place.

Sponsors will not be permitted to promote in anyway information that they know or should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.

## **TYPES OF PARTNERSHIPS:**

### *Event Focused*

- Sponsors who are directly tied to an event or series of events and typically include designation as a Title, Presenting, or Participating sponsor and usually will not include category exclusivity.
- These organizations will receive visibility through our marketing initiatives to promote these specific events, which could include collateral, Web presence, public relations, purchased advertising, banners, etc.
- Presence on-site at these specific events, with support from Seattle Center to develop activities that are either culturally significant or create an added benefit for our patrons.

### *Campus or Facility Focused*

- Designations will typically include “Official” or naming rights.
- Sponsorship of Seattle Center as a whole not tied to one specific event, and usually will include category exclusivity.
- Specified access to our grounds for joint messaging and on-site promotion of their product and/or initiative.
- Their messaging must not be in direct conflict with any Seattle Center or City of Seattle initiative and Seattle Center must always have final approval of messaging.
- Logos on promotional signage must not exceed 1/3 of the size of the sign or banner.
- Sponsor adheres to established brand and design guidelines for campus or specific facility.

### *Naming Rights*

- Sponsor name incorporated into a Seattle Center building name.
- Relationships are long-term, for sustained branding and to eliminate patron confusion.

### *Mobile Marketing*

- Short term use of the campus for exposure of their brand, product or service, using our built-in audiences.
- These type sponsors typically do not receive any marketing benefits or brand exposure outside of their on-site presence.

## **FUTURE GOALS:**

- To establish Seattle Center as a viable and valuable property for corporate sponsorship programs
- Develop more sponsorship opportunities to attract a higher level of corporate interest.



