



BETHEL SCHOOL DISTRICT GRADUATIONS TACOMA DOME FACILITY USAGE AGREEMENT

All terms and conditions of this written agreement shall be binding upon the parties, their heirs, representatives, and assigns. The terms and conditions of this written agreement cannot be waived by any oral representation of promise of any of the parties hereto unless the same is in writing and signed by the duly authorized agent(s) who executed this contract.

PARTIES: This agreement, entered into February 19th, 2020 by and between the City of Tacoma (Hereinafter referred to as "CITY" and it is agreed that the term "CITY" will throughout the conditions of this agreement refer to CITY of Tacoma, the Tacoma Dome, and their duly appointed representatives) and the following (Hereinafter referred to as "LICENSEE"):

Jennifer Bethman
Bethel School District
516 E 176th St. E
Spanaway, WA 98387
Phone: 253-683-6012 Fax: 253-683-6018 Email: mmulloywh@bethelsd.org

SCOPE OF EVENT: LICENSEE warrants that said use is for the following and no other purpose or activities will be allowed without prior written approval of CITY:

A presentation of Bethel School District Graduations

SUBJECT MATTER: CITY, under the terms and conditions of this Agreement, grants to LICENSEE the non-transferable right to use and occupy those CITY Facilities, excluding those areas reserved by CITY for administration, operations and maintenance activities and areas occupied by CITY service providers, described as follows:

The Tacoma Dome Arena

TERM: Time is of the essence of this Agreement, and the time herein granted shall not be extended for any purpose without the written permission of CITY. Under this Agreement, the term for the use of the Facilities shall be:

Move-in to begin at 8:00 AM, Tuesday, June 16, 2020
Graduations: Graham Kapowsin at 1:00 PM, Spanaway Lake at 4:00 PM, Bethel at 7:00 PM
Move-out completed by 11:59 PM, Tuesday, June 16, 2020

EFFECTIVE DATE: This contract shall not be effective until first signed by LICENSEE and Tacoma Dome Director or authorized agent, and approved as to form by CITY Attorney. In the event approval is denied, LICENSEE'S deposit will be refunded.

FEE: LICENSEE agrees to pay the following license fee to CITY for said use of facilities:

\$17,800.00 minimum rental fee for graduations in the Arena, inclusive of event staffing/Staff Pro, piano, sound system, audio/visual tech, screens, lighting, carpet rental, table rental (up to 12), high-speed public Wi-Fi and utilities.

Licensee shall reimburse to City, at prevailing rates, all other traditional promoter expenses including but not limited to catering, internet hardline or additional equipment rental.

DEPOSIT: Due by MARCH 20, 2020 LICENSEE agrees to pay \$8,900.00 AS DEPOSIT to CITY with the return of this signed agreement, to cover CITY costs, incidental expenses, including damage repairs and liquidated damages. If requested by CITY, LICENSEE agrees to make additional deposit with CITY to adequately cover the balance of the license fees owing and the estimated reimbursable event costs CITY would encounter on behalf of LICENSEE in relation to the event. All payments made by LICENSEE must be made payable to the Tacoma Dome or City of Tacoma by certified check or cashier's check.

TICKETING: N/A

MERCHANDISE: N/A

INSURANCE: Insurance Certificate required thirty (30) days prior to the event. See the Facility Usage Agreement Terms and Conditions for specific Insurance requirements.

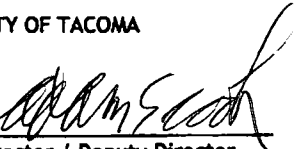
SPECIAL CONDITIONS: N/A

ATTACHMENTS: Attachments hereby incorporated as part of this agreement:

Terms and Conditions

In witness whereof the parties hereto have executed this document as of the day and year first above written.

CITY OF TACOMA

By 
Director / Deputy Director
Tacoma Venues & Events

LICENSEE
Bethel School District

By 
Authorized Representative

Approved as to form:
(As of June 7, 2016)
Office of the City Attorney

TACOMA DOME FACILITY USAGE AGREEMENT

Terms & Conditions

- A. BUILDING CONTROL
- B. EVENT REQUIREMENTS
- C. COPYRIGHTS / REGULATIONS
- D. INSURANCE
- E. INDEMNIFICATION
- F. SETTLEMENT
- G. CANCELLATION
- H. TICKETING
- I. CONCESSIONS / CATERING/MERCHANDISE
- J. ADVERTISING / MEDIA / BROADCAST
- K. ADHERENCE TO CONTRACT TERMS
- L. CONFIDENTIALITY / PUBLIC DISCLOSURE

- A. **BUILDING CONTROL**: All facilities shall at all times be under the charge and control of CITY.
1. **DOOR TIMES / INTERMISSION**: Licensee agrees to open doors to the public in accordance with advertised times. LICENSEE agrees to hold an intermission of not less than twenty (20) minutes for all programs lasting one hour or more.
 2. **PROGRAM APPROVAL**: CITY reserves the right of approval for any performance or exhibition to be offered under this agreement. LICENSEE agrees that no activity or part thereof shall be given or held if CITY presents objection on the grounds of failure to uphold event advertising claims, improper conduct, or a violation of event content agreed to by both parties at the time of the completion of this agreement.
 3. **SIGNS / FLYERS / POSTERS**: LICENSEE will not post or allow being posted or distributed any signs, posters, or flyers without the consent of CITY. All material is subject to approval by CITY however; CITY does not accept any responsibility in any manner for content. CITY will remove any unauthorized signs at LICENSEE'S expense. CITY reserves the right to distribute literature or display signage that would relate to future attractions and commercial messages.
 4. **RIGHT OF ENTRY**: Duly authorized representatives of CITY may enter and/or be present within CITY facility, including those areas to be used for the event described herein at any time and on any occasion without any restrictions whatsoever. CITY does not relinquish and does hereby retain the right to enforce all necessary laws, rules, and regulations for the management and operation of the Facilities. At the sole discretion of CITY, at no cost to LICENSEE, CITY will allow LICENSEE to utilize available meeting, storage, and dressing room areas. The keys to the facility shall, at all times, be under the charge and control of CITY.
 5. **PARKING**: CITY retains the exclusive right to operate all facility parking and retain all revenue generated therefrom. Issuance of all onsite-parking credentials will be under the exclusive control and determination of CITY. CITY retains the right to use any portion of the facility not covered by this Agreement to include the joint use of the onsite parking facilities.
 6. **ANNOUNCEMENTS**: CITY reserves the right to announce, describe and advertise over the sound system, scoreboard, and any other medium in and around the facility concerning future events to be held at the facility or as CITY may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats, and/or No Smoking announcements.
 7. **OBJECTIONABLE PERSONS**: CITY reserves the right to refuse admission to, eject, or cause to be ejected from the facility any objectionable or disorderly person or persons. CITY nor any of its officers, agents, or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by CITY of such right.
 8. **DAMAGES/BUILDING RESTORATION**: LICENSEE shall not cause or permit anything to be done to facilities that shall in any manner deface or alter facilities, except with the prior written consent of CITY. LICENSEE assumes sole and complete responsibility and liability for any damage to the facility that is done by request of LICENSEE, by the act, default, or negligence of LICENSEE, by LICENSEE'S staff, crew, artists, clients, agents, employees, patrons, or any person(s) admitted to facility by LICENSEE. LICENSEE is responsible for damage caused, encouraged or incited by any act, performer, crewmember or worker employed by or under contract with LICENSEE, and also includes such damage caused or done by persons working for such persons. LICENSEE will pay to CITY upon demand such sum as shall be necessary to restore facility or grounds to their original condition upon entry. CITY shall be entitled to take from

ticket proceeds at the time of settlement the estimated cost of repair of such damage, and to hold such sum and apply such sum to repairs as are, in CITY'S judgment, necessary to return the facilities to their proper condition.

9. **EVACUATION OF FACILITY:** If CITY deems it necessary to evacuate the facility for other reasons of public safety (i.e. bomb threat), LICENSEE will retain possession of the facility for a sufficient time to complete presentation of event activity without additional rental charge providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, CITY charges shall be adjusted at the discretion of CITY based on the situation, and LICENSEE hereby waives any claim for damages or compensation from CITY.
10. **INTERRUPTION / EVENT TERMINATION:** CITY shall retain the right to interrupt or terminate any event or performance in the interest of public safety, when, in the sole judgment of CITY, such act is necessary.
11. **LOST ARTICLES:** CITY shall have the sole right to collect and have the custody of articles left in the facility by persons attending any performance or event given or held in the facility. LICENSEE and LICENSEE'S employees shall not interfere with the collection or custody of such articles.
12. **AGREEMENT TO QUIT FACILITY:** LICENSEE agrees to quit and surrender facility no later than the end term of this agreement and further agrees to remove all property, goods and effects. LICENSEE agrees to leave facility in condition equal to that at the commencement date of this agreement, ordinary wear and use thereof excepted. CITY shall be entitled to charge LICENSEE an additional move-in or out fee for any property of LICENSEE that remains in or on said facility past the stipulated move-out date. CITY shall be authorized to remove and store, at the expense of LICENSEE, all material remaining on the facility at the termination date and time of this agreement. LICENSEE agrees CITY shall not be responsible for loss, damage or claims against materials removed or stored. LICENSEE agrees that CITY will have first lien on such materials for payment of costs accrued for removal and storage.

B. EVENT REQUIREMENTS

1. **AUTHORIZED AGENT:** LICENSEE agrees to provide an on-site authorized representative with decision-making capabilities in and available to the space(s) being used by LICENSEE for the duration of any load-in, set-up, rehearsal(s), performance(s), and load-out of all scheduled events, unless prior arrangements have been made with CITY.
2. **CUSTODIAL:** CITY will provide, at its expense and at its discretion, continuous cleaning of corridors, public lobbies, and restrooms with necessary equipment, materials, supplies, labor, and supervision. In cases of special custodial services necessitated by an event, LICENSEE shall pay costs of these services as a reimbursable expense to CITY. LICENSEE agrees to cause the facility to be kept clean and free of damage during the term of occupancy, except for such common areas as may be regularly maintained and cleaned by the janitorial staff employed by CITY.
3. **DECORATIVE MATERIALS:** LICENSEE agrees that it shall not stage any act or performance in which fire or flame is involved without first having obtained the prior permission of the Fire Marshall. LICENSEE agrees that it will not use any decorative materials prohibited by CITY ordinance, State or Federal Laws, or building regulations, including but not limited to crepe paper, cellophane, confetti, corn stalks, sheaves of grain, streamers, straw, paper, or any similar flammable or combustible material, in or about the facility. Helium balloons are not allowed inside facilities at any time.
4. **ELECTRICAL, HEAT, LIGHT:** During the period of this agreement, CITY will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of User Fees in force on the date of the event. Equipment and services under this Agreement must comply with all applicable codes, ordinances, statutes and regulations of CITY of Tacoma and the State of Washington. CITY is the exclusive provider of electrical services for all events held on the premises. Unless an exception is provided in writing by the CITY, LICENSEE is required to reimburse the CITY for all electrical services at the current rates in effect at the time of the event. A representative of CITY or CITY designee must make all electrical connections.
5. **AUDIO VISUAL:** During the period of this agreement, CITY will provide audio visual services, subject to a service charge as outlined in the Schedule of User Fees in force on the date of the event. Equipment and services under this Agreement must comply with all applicable codes, ordinances, statutes and regulations of CITY of Tacoma and the State of Washington. CITY is the exclusive provider of audio visual services for all events held on the premises. Unless an exception is provided in writing by the CITY, LICENSEE is required to reimburse the CITY for all audio visual services at the current rates in effect at the time of the event. A representative of CITY or CITY designee must make all audio visual connections.
6. **EQUIPMENT:** CITY will provide equipment owned by CITY at LICENSEE'S expense as listed in the Schedule of User Fees. If LICENSEE requires additional equipment CITY may in its sole discretion elect to procure such equipment and charge to LICENSEE any cost associated with obtaining such equipment. If LICENSEE rents equipment and is not

present at the facility when it is delivered, the CITY will sign for and accept LICENSEE'S rental equipment, but LICENSEE retains full responsibility for the equipment. The CITY may also facilitate the payment for the requested rental equipment at the time of settlement, and although the check may be issued by the CITY or its' designee, LICENSEE agrees that the City has no responsibility or liability for the equipment. The LICENSEE is responsible for the equipment and all payments at all times, including the responsibility for the equipment if damage is discovered following the event. If LICENSEE declines to have CITY obtain such equipment, then LICENSEE must coordinate the use of any outside services with CITY in order to assure both parties that outside services are compatible with CITY policies and facilities. LICENSEE warrants that all equipment brought into CITY shall be in good working order and meet applicable safety regulations. LICENSEE accepts responsibility for proper and safe operation, supervision and guarding of its equipment. All transportation of LICENSEE equipment and personnel that is required for this event is the responsibility of LICENSEE. CITY is the exclusive provider of electrical services for all events held on the premises.

7. **FACILITY PERSONNEL:** LICENSEE agrees that all facility related personnel, including but not limited to, ushers, ticket takers, security, technicians, laborers, traffic, police, paramedics, electricians, and other personnel necessary to operate the facility for the event herein specified shall be provided by CITY but shall be paid for by LICENSEE. LICENSEE will reimburse CITY for event-related personnel, equipment and services provided at prevailing rates. LICENSEE agrees that the cost reimbursements stipulated above are in addition to CITY'S rental rates. CITY, at its sole option, may make such charges as are known at the time of settlement and demand payment at such time from event ticket sales receipts.
8. **FLOOR PLANS:** Two copies of a full and complete floor plan for all events must be submitted to Fire Marshall and CITY not less than thirty (30) days before the first move-in day and no move-in may begin without authorization of said floor plan by CITY.
9. **PRODUCTION CONSULTING:** CITY will provide a reasonable amount of complimentary production consulting; however, a charge will be levied for any excessive demands placed upon CITY employees.
10. **PRODUCTION REQUIREMENTS:** LICENSEE agrees to furnish CITY at least thirty (30) days prior to the beginning of the use period, a full and detailed outline of show and house requirements and information detailing LICENSEE'S use of space(s). CITY requires advance information in order to schedule the appropriate personnel and equipment for LICENSEE'S use of space(s), to compile expense estimates, and to anticipate and work out in advance any concerns that might arise relating to LICENSEE'S use of space(s).
11. **PUBLIC ADDRESS SYSTEM:** CITY shall furnish, at LICENSEE'S expense, the facility's public address system as needed. This system shall be operated according to rules and regulations established by CITY.
12. **PUBLIC SAFETY:** LICENSEE agrees that at all times it will:
 - Conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety to assure such safety.
 - Assume full responsibility for the character, acts, and conduct of all persons admitted to the facility with the consent of LICENSEE or with the consent of any person acting for or on behalf of LICENSEE.
 - Not obstruct or use for any purpose other than ingress or egress to and from the facility portions of the sidewalks, entries, doors, halls, corridors, stairways, and all ways of access to public utilities on facility.
 - Not bring onto the facility any material, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the facility, or which is likely to constitute hazard to property. CITY shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the facility and further shall have the right to require its immediate removal therefrom if found thereon.
13. **RIGGING AND WEIGHT LOADS:** LICENSEE assumes sole and complete responsibility and liability for the installation of any rigging and equipment for the Event. LICENSEE agrees that LICENSEE'S riggers and agents will examine the facility and that all rigging for the Event will be installed without damage to the structure of the facility and without risk of bodily injury to persons or property on the facility.
14. **SEATING:** Seating set-ups for Arena events are included in facility rental fees. Seating set-ups for Exhibition Hall events are subject to applicable charges.
15. **SECURITY:** All security or other protective service(s) desired by LICENSEE must be arranged for with CITY at the sole cost and expense of LICENSEE. No such personnel shall be allowed to perform any service for LICENSEE whatsoever on the facilities without CITY'S express written agreement. CITY will exercise all reasonable care to safeguard property of LICENSEE while in the facilities. CITY retains the right to determine the appropriate number of personnel necessary to properly service and protect the public. All personnel provided by CITY shall remain under direct CITY staff supervision.

16. **SHIPMENTS / STORAGE:** LICENSEE shall not direct shipments to CITY prior to the first set-up day as listed on the face of this agreement without advance written permission of CITY. CITY reserves the right to refuse LICENSEE'S shipments prior to said date. LICENSEE agrees to indemnify and hold harmless CITY from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction or theft of such property. LICENSEE assumes all responsibility for any goods or materials that may be placed in storage with CITY before, during, or after event.
17. **STAGEHANDS/DECORATORS:** LICENSEE shall be responsible for securing its own stagehand and decorator services and agrees that the payment of such personnel is the responsibility and obligation of LICENSEE. CITY may require payment of decorator or stagehand personnel at the time of settlement and may demand payment at such time from event ticket sales receipts. LICENSEE agrees that only decorators, stagehands, and production personnel approved by CITY shall be permitted on the facility. CITY is the exclusive provider of electrical services for all events held on the premises. LICENSEE may not utilize an outside electrical services provider without the express written approval of the CITY.
18. **TALENT CONTRACT:** LICENSEE certifies and attests that LICENSEE has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to occupy the facility. CITY shall not be held responsible for any discrepancies, difficulties and/or charges that might occur if LICENSEE'S artist and/or client(s) is or was not aware of CITY'S restrictions and policies.
19. **WATER:** CITY agrees to furnish water by means of the appliances installed for ordinary toilet or janitor purposes. Water closets and water apparatus shall not be used for any purpose other than those for which they are constructed, and no sweepings, rubbish, rags, paper, or other substances shall be thrown therein. Any damage resulting to such apparatus on account of misuse of any nature or character LICENSEE shall pay whatsoever.

C. COPYRIGHTS / REGULATIONS

1. **COPYRIGHTS:** LICENSEE will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the entertainment and/or activity being presented. LICENSEE shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC and other similar licenses for the entertainment and/or activity; LICENSEE agrees to indemnify, defend, and hold harmless CITY from any and all claims, lawsuits, litigation, judgments, costs, royalties, or damages, including, but not limited to, legal fees, which might arise from use or proposed use of any such material described above. LICENSEE shall have obtained permission from the owners of any copyrighted music, songs, lyrics or dramatic materials prior to their use and shall indemnify and hold harmless CITY for their failure to do so, and shall pay, in the event such failure is alleged or proven, the cost of defense of any such claim, including attorney's fees, and the value of any judgment thereon rendered against CITY.
2. **REGULATIONS:** LICENSEE agrees that LICENSEE and all LICENSEE'S associated staff, crew, artists, agents and clients connected with LICENSEE'S use of CITY building and/or grounds shall:
 - Abide by and conform to all federal, state and local ordinances, laws, rules and regulations and all lawful orders of the police and fire departments or other municipal authorities and by all facility rules and regulations.
 - Adhere to all applicable Federal, State and local laws, rules and regulations pertaining to, and including but not limited to WISHA and OSHA. LICENSEE will provide all necessary and related safety equipment for its employees and agents to be in compliance with Federal, State and Local laws.
 - Obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said facility during the term of this license in violation of any such laws, ordinances, rules or orders.
 - Abide by and conform to all rules and regulations adopted or prescribed by the Tacoma Dome rules for the protection, control, and management of the facility.
 - Not permit the facility to be used for lodging rooms or for any improper, immoral, or illegal purpose, and will not allow use of any space hereby licensed inconsistent with the terms, condition, and scope of this agreement.
 - Abide by and comply to all aspects of the Americans with Disabilities Act in the presentation of all performances other than requirements directly related to the structure of the building and surrounding facility. LICENSEE shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to LICENSEE'S event(s) defined herein.
 - Not discriminate against any employee or any applicant for employment because of race, religion, sex, marital status, age, or national origin and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.
- D. **INSURANCE:** LICENSEE agrees to provide a Certificate of Insurance from an insurance provider approved to conduct business in the State of Washington evidencing the following policies to CITY no less than thirty (30) days prior to the event. If questions of coverage are not provided in the Certificate, LICENSEE or LICENSEE'S Broker/Agent will provide suitable explanation and satisfaction up to and including providing a copy of all policy endorsements relevant to the issues at hand. Licensee to provide CITY with not less than thirty (30) days written notice of any material change or

termination of the policy. Licensee is responsible for payment of any deductible or self-insured retention (SIR) in the event a claim is made under the insurance policy.

1. **COMMERCIAL GENERAL & AUTOMOBILE LIABILITY INSURANCE:** This policy of insurance shall be maintained by LICENSEE to cover LICENSEE'S occupancy of CITY Facilities. LICENSEE shall not do or permit to be done anything in or upon any portion of the facility, which will in any way conflict with the conditions of any insurance policy. LICENSEE shall furnish at LICENSEE'S expense the primary event policy covering all claims arising out of its event. If this policy is subject to an SIR, the payment of the SIR shall be the sole responsibility of the LICENSEE. Licensee shall purchase and maintain throughout the term of this agreement the following broad form endorsements in the following amounts:
 - Arena Minimum Limits: \$2,000,000 per occurrence.
 - Exhibition Event Minimum Limits: \$1,000,000 per occurrence.
 - Parking Lot Minimum Limits: \$1,000,000 per occurrence.
2. Such Commercial General Liability insurance policy shall include, but not be limited to; all of the usual coverage commonly referred to by the insurance industry as:
 - Facility/Operations Liability
 - Products/Completed Operations Liability
 - Contractual Liability
 - Personal Injury Liability and Advertising Injury.
 - Facility Medical
3. The above commercial general and automobile insurance policies shall:
 - NAME CITY OF TACOMA AS AN ADDITIONAL INSURED.
 - State that it is Primary Insurance on behalf of CITY, regardless of what other insurance CITY may maintain.
 - Include a Separation of Insured clause.
 - Provide CITY with per location aggregate on the Commercial General Liability Policy
4. **SUBROGATION:** LICENSEE agrees to waive all rights of subrogation against CITY for loss or damage to License's property arising out of fire, lightning, and perils of Extended Coverage in, on, or about the facility. LICENSEE agrees that any policy of insurance acquired pursuant hereto, or sought to be applied to the terms hereof by LICENSEE, shall contain a Waiver of Subrogation clause consistent with the terms of this paragraph.
5. **INDUSTRIAL INSURANCE TITLE 51 RCW:** LICENSEE specifically and expressly waives any immunity under Industrial Insurance title 51 RCW, and under Industrial Safety and Health, chapter 49.17 RCW and acknowledges that the parties herein mutually negotiated this waiver.
6. **FACILITY SYSTEMS:** LICENSEE agrees to waive any and all claims against CITY, prior to or subsequent to the license period, for any and all loss or damage arising from the condition of the facility, or failure of facility systems. Facility systems include, but are not limited to any athletic playing surfaces, the water supply system, heating system, wires leading to or inside the facility, gas, electric, telephone system, and automatic sprinkler system.
7. **THIRD PARTIES:** LICENSEE hereby expressly relieves and discharges CITY from any and all liability for any loss, injury, or damage to person or property which may be sustained by reason of the use or occupancy of said Facilities or any part thereof under this Agreement or by virtue of LICENSEE'S agreements with third parties.

E. INDEMNIFICATION

1. **INDEMNIFICATION:** THE INDEMNIFICATION IS SEPARATE AND DISTINCT FROM THE INSURANCE
2. **INDEMNIFICATION:** LICENSEE agrees to provide full and complete indemnification. LICENSEE agrees to defend, indemnify, and save harmless CITY its appointed and elected officers, directors, insurers, agents and employees, from and against all loss or expense, including but not limited to, judgments, settlements, attorneys fees and costs by reason of any and all claims and demands upon CITY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use arising out of the operations of LICENSEE or the facility licensed to LICENSEE. No claim or litigation shall be settled without prior written approval of CITY.

F. SETTLEMENT

1. **BOX OFFICE RECEIPTS:** All box office receipts (net of applicable taxes) shall be held by CITY and applied in payment of all sums of money, which shall become due from LICENSEE to CITY hereunder. The payment of any and all federal, state, or local taxes, permits, license or use fees shall be the sole responsibility of LICENSEE. At CITY'S request, LICENSEE shall furnish evidence that all such taxes and/or fees have been paid and LICENSEE has properly obtained

all necessary permits and licenses. CITY will remit, at its option, out of the box office receipts, on LICENSEE'S behalf, all necessary licenses and similar fees, and all sales, entertainment and other taxes levied by applicable government authorities. CITY shall first apply any surplus remaining in satisfaction of any remaining obligation or liability of LICENSEE to CITY under this Agreement.

2. **PAYMENT OF EXPENSES & FEES:** CITY shall have the first lien against ticket office receipts and against all property of LICENSEE upon the facility of CITY for all unpaid rental fees, reimbursable expenses, and appropriate taxes due for the event(s) covered by this Agreement. CITY is empowered to withhold or cause to be withheld from ticket office receipts all such costs, and if such funds are not available at the conclusion of the event, to hold all such property of LICENSEE as security therefor. LICENSEE waives all rights to that portion of the Ticket Office receipts necessary to pay actual costs accrued by CITY. Where no Ticket Office receipts are involved, CITY shall present to LICENSEE a statement of expenses and either collect payment of expenses beyond sum of advance payments or return to LICENSEE the unused portion of advance payment.
3. **REIMBURSEABLE EXPENSES:** LICENSEE agrees to pay all reimbursable expenses required for the completion of this event according to the Schedule of User Fees in force on the date of event including additional services, accommodations, or materials furnished by CITY at the request of LICENSEE. LICENSEE is responsible to CITY for full payment of the actual costs billed to the event. Upon LICENSEE request and upon receipt of specific event information supplied by LICENSEE, CITY will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs and is not a price quotation. If all reimbursable expenses are not known at the time of settlement, CITY shall withhold an estimate plus ten percent (10%) contingency. Any unused portion to be returned to LICENSEE with final settlement statement as soon thereafter as possible.
4. **SETTLEMENT DATE:** Except as specifically required otherwise by the terms of the DEPOSIT section on page 2 of this Agreement or by any other section of this Agreement setting forth requirements for payments by LICENSEE, LICENSEE agrees to pay all sums including final license fee payment and reimbursable costs on the final day of this agreement or no later than thirty (30) days following presentation of the final billing. At settlement, CITY to remit to LICENSEE all ticket office receipts, less CITY charges and commissions, labor and equipment fees, all reimbursable expenses, and other appropriate fees as allowed for in this agreement.
5. **SETTLEMENT TERMS:** LICENSEE shall provide CITY with its requested settlement terms (check and/or cash) at least five (5) days before settlement. Without prior notification from LICENSEE all CITY payments of ticket proceeds are made by check. All payments to City by LICENSEE are to be made on or before the stipulated settlement date prior to the conclusion of the event, in legal tender, certified check, or by bank cashiers check, at the administrative office of the Tacoma Dome.
6. **TAXES:** LICENSEE shall be responsible for payment of any federal, state, and local taxes which may be levied against the event and/or activity being presented or on the admissions to such entertainment and/or activity; provided, however, CITY may withhold and pay any taxes collected by it on behalf of LICENSEE which CITY deems its responsibility to collect and pay, including, but not limited to, Washington State Sales Tax.

G. CANCELLATION

1. **CANCELLATION BY CITY:** CITY, at its option, may terminate this agreement, should LICENSEE default in the performance of any of the terms and conditions of this agreement. CITY reserves the right to cancel this agreement if the artist(s) and/or client(s) named in the contract or audiences of the named artist(s) and/or client(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at CITY facilities. In the event CITY does terminate this agreement LICENSEE agrees to pay all fees accrued to point of termination and for all reimbursable expenses. Should CITY exercise said right to terminate this agreement, LICENSEE agrees to forego any and all claims which might arise by reason of the terms of this agreement and LICENSEE shall have no recourse of any kind against CITY.
2. **CANCELLATION BY LICENSEE:** If LICENSEE shall cancel for any reason other than those set forth in this agreement, or fail to take possession of or to use the facilities substantially in accordance with this agreement, unless otherwise agreed to in writing, then CITY shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by CITY in connection with the event.
3. **CANCELLATION:** In the case of any cancellation of any performance and/or activity, LICENSEE shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by LICENSEE as determined by CITY in its reasonable discretion, CITY reserves the right to make such announcements at the expense of LICENSEE. In the event a show is canceled, or moved by LICENSEE to another facility, whether or not the move or cancellation is motivated by causes within LICENSEE'S control, all ticket sales proceeds held by CITY shall be available for refunds to patrons, and payment for ticketing

services provided by CITY'S ticket agent. Any funds held by LICENSEE from ticket sales conducted by LICENSEE shall be immediately tendered to CITY or its ticketing agent for those purposes described herein. In the event any show is moved to a nearby facility, and it appears reasonable in CITY'S judgment to do so, CITY may, through its ticketing agent, at LICENSEE'S written request, transfer ticket proceeds on hand to the facility to which the show has been relocated. Any such transfer shall be made only after reasonable opportunity has been offered to local patrons to obtain refunds. No such transfer of ticket proceeds shall ever transfer money out of control of CITY'S ticketing agent.

H. TICKETING:

1. **BOX OFFICE CONTROL:** LICENSEE agrees that CITY shall at all times maintain control and direction of ticket office, ticket personnel, and ticket sales revenue, until settlement. LICENSEE agrees that it shall use only those ticketing services for the production, sale, and distribution of event tickets as are provided by CITY, and no other such services. Circumstances that require special arrangements for sale or distribution of tickets outside the system provided for by CITY through its ticketing agent must be approved by CITY.
2. **COMPLIMENTARY TICKETS:** LICENSEE retains ownership but shall reserve a reasonable number of tickets or passes per performance or event day distributed at the direction of the Tacoma Dome Director for the purpose of increasing attendance, developing community support for each event and enhancing business operations of the facilities. Licensee is aware that City has a non-manifested press box area. Tickets and/or passes for this area are utilized at the discretion of the Tacoma Dome Director.
3. **INTERRUPTION OF SERVICE:** The parties agree that such short term interruption of ticketing services by CITY'S ticketing agent as are not unreasonable in the industry shall not give rise to a claim by LICENSEE for damages.
4. **ON SALE:** Tickets for the event will not be placed on sale until this license agreement has been executed.
5. **REFUNDS:** CITY retains the right to make determination of ticket refunds for cause, in keeping with CITY'S policy of retaining public faith in the facility. This shall include but not be limited to seats blocked by equipment, or failure of an act to perform and perform within a reasonable time schedule provided by the LICENSEE.
6. **SEATING CAPACITY:** LICENSEE shall neither sell or issue admission tickets to the event that exceed the maximum capacity of the event seating configuration established by CITY, nor allow admission into a non-ticketed event that prohibits free and safe movement of the patrons and jeopardizes public safety requirements. LICENSEE understands CITY will make the final determination on the seating capacity of the Facilities. CITY, in its reasonable judgment shall have the right to hold a certain number of manifested seats for customer service or trouble seats in connection with the Event.
7. **TICKET PRICES:** LICENSEE agrees that all tickets shall be sold at the prices submitted by LICENSEE. LICENSEE assumes the sole responsibility for insuring that all advertising correctly reflects ticket prices.
8. **TICKET PROCEEDS:** All ticket proceeds, prior to and during the event, are legally viewed as monies held in trust for the ticket buyer and ownership remains with the ticket buyer until the event begins. CITY will not allow for any cash advance monies to be released from the Ticket Office until the event has begun. When CITY is to receive a percentage of gross admission receipts, LICENSEE shall not issue in excess of five percent (5%) of the total manifested seating capacity for complimentary tickets or other authorizations providing free admission, without the advance approval of the Tacoma Dome Director. All complimentary admission tickets in excess of said five percent (5%) of the total daily paid admissions shall be deemed paid admissions valued at the higher manifested ticket price per ticket for purpose of computing the percentage rental due CITY. Any and all complimentary tickets shall be issued through the Tacoma Dome Ticket Office.

I. CONCESSIONS / CATERING / MERCHANDISE

1. **CATERING:** All catering must be performed by CITY'S contracted caterer unless agreement to the contrary is reached in writing no fewer than ten (10) days prior to the event.
2. **MERCHANDISE:** LICENSEE warrants that it has all necessary rights and permission to sell its merchandise and shall hold CITY harmless from any and all disputes arising from these sales. CITY reserves the right to prevent the sale of any item in CITY facilities. CITY retains the exclusive right to operate all merchandise sales including and limited to novelties, souvenirs, and programs for the event. CITY shall designate stand locations for merchandising such items.
3. **CONCESSIONS:** CITY retains the exclusive right to operate all food and beverage concessions in the Facilities. CITY reserves the right to utilize specific locations in the Facilities for placement of concession stands and retail sales areas to include portable stands and the SW VIP lounge area. LICENSEE shall not allow or cause beverages, food, beer, wine, liquors, or tobacco products of any kind to be sold, given away, or used upon said facility without the

express written consent of CITY. CITY reserves the right to sell at its discretion any of its concessions items that are appropriate to this event. All proceeds from the sale of CITY concession items will remain with CITY.

4. **SAMPLES:** No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of CITY or CITY designated concessionaire.

J. ADVERTISING / MEDIA / BROADCAST

1. **ADVERTISING PRIVILEGES:** CITY, or its designee, may allow commercial advertising on the facility in which advertisers provide compensation to CITY for certain advertising rights. To protect the advertising rights of CITY and advertisers, only the following methods of promotion and commercial advertising by LICENSEE and the event sponsors on the facility during the term of this Agreement shall be acceptable:
 - Acknowledgment of sponsor(s) over facility public address system.
 - Advertising in event program and on the back of event tickets.
 - Display of event date and time on the I-5 marquee or Exhibition Hall reader board when available.
 - Display of products and services by exhibitors in connection with trade and/or consumer shows.
 - Event promotional handout materials that acknowledge sponsor(s).
 - If the event is broadcast, the broadcast station can display one (1) temporary identification banner by the broadcast location. The type, installation and removal of banner must obtain prior CITY approval.
2. **BROADCAST RIGHTS:** CITY reserves all rights and privileges for radio broadcasting, televising, filming, videotaping, sound recording, photographing, or any kind of reproduction of whatever nature originating from CITY facilities during the term of this agreement. Should CITY grant to LICENSEE such privilege, CITY has the right to require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.
3. **EVENT ADVERTISING:** LICENSEE agrees that all advertising of this event will be honest and true and will include accurate information on event times/dates, ticket prices, show content including performance talent, the type of seating (general or reserved), and place of event. LICENSEE shall provide CITY with copies of all advertising and media releases relating to the event(s) described herein at least forty-eight (48) hours in advance of the placement or release of said materials. LICENSEE agrees to cancel and/or correct any event advertising and announcements, which in the sole opinion of CITY is deemed to be misleading, untruthful, containing incomplete information, damaging to the reputation of CITY. LICENSEE shall reimburse any losses or damages that accrue on account of inaccurate information. The Tacoma Dome logo and name must appear in all print event advertising.
4. **MEDIA / PHOTO COVERAGE:** CITY will honor requests from working media and photographers to photograph portions of LICENSEE'S event, subject to reasonable and proper restrictions, unless specifically prohibited by LICENSEE. CITY reserves the right to use photographs of, and references to, event, subject to reasonable and proper restrictions, for promotion of CITY and/or archival purposes.
5. **SALES AND USE OF ADVERTISING SPACE:** All advertising space on CITY facility is the exclusive property of and subject to control by CITY, and all receipts therefrom shall accrue to CITY. No advertising by LICENSEE shall be permitted, except by prior written permission of CITY.
6. **STATEMENT OF EVENT SPONSORSHIP:** The use of Tacoma Dome Facilities by any organization, individual or group of individuals does not in itself constitute endorsement by CITY. Those using CITY facilities are forbidden to express or imply such endorsement at any time. LICENSEE agrees not to allow any advertising media, in advertising the event for which LICENSEE is granted this license to imply that CITY is sponsoring such event.

K. ADHERENCE TO CONTRACT TERMS

1. **ALTERATION:** This agreement may not be modified or altered by LICENSEE.
2. **RETENTION OF CITY PRIVILEGES:** Failure of CITY to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of CITY'S right thereafter to enforce the same strictly.
3. **NON-ASSIGNMENT:** LICENSEE will not assign, transfer or subject this agreement or its right, title or interest therein without CITY'S prior written approval. Any attempt to sell, assign or assume this Agreement or any rights thereunder shall render this Agreement null and void.
4. **SUIT TO ENFORCE:** Should CITY institute a suit or other action against LICENSEE as a result of LICENSEE'S failure to comply with any terms of this agreement, CITY shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including attorney's fees.

5. **COURT ACTION:** If any portion of this agreement shall be found invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provision or portion of this agreement. The parties agree that the provisions of this agreement are to be deemed severable in the event of any judicial determination of partial invalidity. Any lawsuit brought by either party to enforce this Agreement, or arising out of performance hereof, shall be brought, insofar as is within that court's jurisdiction, in Superior Court for Pierce County, Washington at Tacoma, Washington. In the event that, for any reason, such litigation is commenced or prosecuted outside of Pierce County, Washington, LICENSEE shall reimburse CITY for all of its expenses which arise out of prosecuting or defending outside such County, including all costs of travel, communication, and lodging necessarily incident thereto. This agreement shall be deemed located at Tacoma, Washington, and shall be interpreted and construed in accordance with the law of Washington, which will be controlling in the event of any dispute arising hereunder. If litigation is commenced to enforce any provision of this agreement, attorney fees shall be awarded to the party enforcing the agreement.
6. **DEFAULT BY LICENSEE:** LICENSEE agrees that if any default is made in the payment of the license fee or any part thereof at the times above specified, or if any material default is made in this Agreement, this Agreement and the relationship of the parties, at the sole option of CITY, shall cease and terminate upon notice of such termination in writing to LICENSEE. In the case suit is instituted by CITY to enforce compliance with this Agreement, CITY shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sum in lawful money of the United States as a court may adjudge reasonable for attorney's fees and costs, which sum shall be at least CITY'S out-of-pocket costs (including attorney's fees) for such action.
7. **SUBORDINATION:** The provisions of this Agreement and LICENSEE'S right to use the Facilities hereunder are hereby made subject and subordinate to the terms and conditions of any lease, agreement or any other encumbrance under which CITY may be operating the Facilities.
8. **PERFORMANCE:** CITY may without liability refuse to perform any obligation(s) otherwise arising under this agreement if performance of such obligation(s) would in any way violate or result in conflict on the part of CITY or LICENSEE with federal, state and/or local laws, or to be objectionable or contrary to public interests, all such judgments to be made by CITY in its sole reasonable discretion.
9. **UNAVOIDABLE HAPPENING:** In the event that the said facility or any part thereof shall be destroyed or damaged by fire or any other casualty, unforeseen occurrence, or act of nature shall render fulfillment of the terms of this Agreement by CITY impossible, including, without limitation thereto, the requisitioning of the facility by the United States government or any instrumentality thereof, or by causes to include but not limited to reason of labor dispute, artist illness, disability, or death, acts of God, labor strikes, lock-outs, riots, power failures and other conditions beyond the control of the parties, then and in that event this Agreement shall terminate and LICENSEE shall pay for said facility only up to the time of such termination, at the rate herein specified, and LICENSEE hereby waives any claim for damages or compensation should this Agreement be so terminated.
10. **LIQUIDATED DAMAGES:** If LICENSEE fails to hold the event or events specified at the agreed time or times, no deposit refund shall be made, and LICENSEE shall pay to CITY the sum of Fifty Percent (50%) of the fixed license fee rate as liquidated damages, not as penalty. LICENSEE agrees to pay, in addition to the liquidated damages amount specified herein, any reimbursable expenses incurred by CITY in connection with the event or events covered by this Agreement. LICENSEE, except when event cancellation arose out of circumstances within CITY'S exclusive control, or was caused by force majeure, shall pay such sums. The parties agree that the damages CITY might reasonably anticipate as the result of LICENSEE'S failure to hold such event (s) are difficult to ascertain or predict. The amount agreed upon as liquidated damages is considered by CITY to be a reasonable estimate of the damages which would be caused by failure to hold such event(s) on the date(s) scheduled.
11. **PARTNERSHIP:** The parties hereto are not partners or joint ventures and this License Agreement should not be construed to create such relationship. LICENSEE is not an employee of CITY. No person or agency designated by CITY or Tacoma Dome Director pursuant to provisions in this agreement shall be deemed an agent or employee of CITY.
12. **DISCRETIONARY MATTERS:** It is agreed that any matters not expressly incorporated in this agreement will be at the discretion of CITY.
13. **WASHINGTON LAWS:** the laws of the State of Washington shall govern the validity, construction and effect of this contract.
14. **COMPLETE AGREEMENT:** This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this License Agreement and may not be modified or amended except by further written agreement duly executed by the parties hereto. No representations or warranties have been made or were relied upon by either party relative to such subject matter other than those expressly set forth in this License Agreement. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to

be an original and all of which together shall constitute one and the same instrument, and in making proof hereof it shall not be necessary to produce or account for more than one such counterpart. A facsimile or electronic signature of a Party shall be sufficient to bind the Party.

L. CONFIDENTIALITY / PUBLIC DISCLOSURE

1. **CONFIDENTIALITY:** The information pertaining to the business of the LICENSEE, Venue and all contracted third parties, including but not limited to information regarding the provisions of this Agreement, fees, deal terms with the Acts, or the business affairs of the other contracted third parties contain trade secrets and comprise “Confidential Information” and the parties agree to not disseminate, by any means, such Confidential Information to anyone other than LICENSEE.
2. **PUBLIC DISCLOSURE:** This Agreement and related records are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, Venue may be required, upon request, to disclose this Contract and related records unless an exemption under the Public Records Act or other laws applies. In the event the Venue receives a request for disclosure and determines in its legal judgment that no exemption to disclosure applies Venue will release the requested records. However, if the requested records encompass “Confidential Information”, as defined in Section L1 of this Agreement, and Venue has determined no applicable exemption to disclosure applies to the “Confidential Information” Venue will provide LICENSEE with 10 (ten) days written notice of the request and pending release of records. Should legal action be initiated by LICENSEE to enjoin or otherwise prevent release, all expense of any such litigation will be borne by LICENSEE, including any fees or costs awarded by reason of having opposed disclosure. Venue shall not be liable for release where notice was provided and LICENSEE took no action to oppose disclosure.