

ORDINANCE No. 121655

COUNCIL BILL No. 115070

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The City

AN ORDINANCE relating to the Seattle Center Department; adopting a fee schedule from which the Director is authorized to set fees for 2005 and 2006, and adopting policies for use of Seattle Center facilities; authorizing the Director to negotiate terms and conditions and to enter into various forms of use agreements; and amending sections 17.16.010 and 17.16.015 of the Seattle Municipal Code in connection therewith.

Honorable President:

Your Committee on _____

to which was referred the within report that we have considered the

COMPTROLLER FILE No. _____

Introduced: <u>OCT 18 2004</u>	By: <u>McIVER</u>
Referred: <u>OCT 18 2004</u>	To: <u>BUDGET</u>
Referred:	To:
Referred:	To:
Reported: <u>11-22-04</u>	Second Reading:
Third Reading: <u>11-22-04</u>	Signed: <u>11-22-04</u>
Presented to Mayor: <u>11-22-04</u>	Approved: <u>11/22/04</u>
Returned to City Clerk: <u>11/22/04</u>	Published: <u>3 pp Full</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

11-9-04 Pass RC, D

11-22-04 Passed 9

Law Department

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The City of Seattle--Legislative Department

Date Reported
and Adopted

REPORT OF COMMITTEE

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Department

Committee Chair

ORDINANCE 121655

AN ORDINANCE relating to the Seattle Center Department; adopting a fee schedule from which the Director is authorized to set fees for 2005 and 2006, and adopting policies for use of Seattle Center facilities; authorizing the Director to negotiate terms and conditions and to enter into various forms of use agreements; and amending sections 17.16.010 and 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective January 1, 2005, Section 17.16.010 of the Seattle Municipal Code (Section 1 of Ordinance 107055 as last amended by Ordinance 120990) is amended, and its caption is amended, as follows:

17.16.010 (~~(Rental of Seattle Center Buildings,)~~) Use of Seattle Center facilities.

The Seattle Center Director, or such Director's designee, is hereby authorized, for and on behalf of the City, to enter into agreements for terms of not more than five (5) years (~~and for not more than twenty five (25) days total use of facilities, services, and equipment over the tenure of the agreement~~), in a form approved by the City Attorney, for the use of ~~((the))~~ Marion Oliver McCaw Hall, ~~((the Mercer Arts Arena,))~~ the Exhibition Hall, the Northwest Rooms, ~~((the))~~ KeyArena, ~~((the))~~ Fisher Pavilion, the Seattle Center Pavilion, the Center House Conference Center, and other miscellaneous facilities within or on the Seattle Center grounds, for such times as such facilities are not required for public purposes or rented under contracts made pursuant to a specific ordinance. No such agreement or series of agreements shall authorize one user to use facilities, services, and equipment for a total of more than 25 days during any one calendar year for Spectator Events as defined in Attachment B to Section 17.16.015, nor for more than 120 days during any one calendar year for other Events.



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Section 2. Effective January 1, 2005, Section 17.16.015 of the Seattle Municipal Code (Section 1 of Ordinance 113740 as last amended by Ordinance 120990) is amended as follows:

17.16.015 Use fees, terms and conditions.

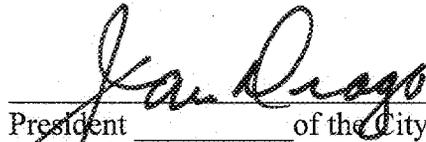
The Director of the Seattle Center Department is authorized to charge and collect fees for the use of certain Seattle Center facilities, services and equipment provided to users thereof, and to condition such use on compliance with certain general terms, ~~((and))~~ conditions, ~~((and))~~ rules, and guidelines promulgated by the Director, as specified in Attachment A,~~((1))~~ the "~~((2003 and 2004))~~2005 and 2006 Seattle Center Fee Schedule," and Attachment B,~~((1))~~ the "~~((2003 and 2004))~~2005 and 2006 Seattle Center Terms and Conditions for Events at Seattle Center." The ~~((2003 and 2004))~~2005 and 2006 Seattle Center Fee Schedule supersedes all prior fee schedules to the extent they are inconsistent.

Section 3. Any act consistent with the authority, but prior to the effective date of this ordinance is hereby ratified and confirmed.



1 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

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6 Passed by the City Council the 22nd day of November, 2004, and signed by me in open
7 session in authentication of its passage this 22nd day of November, 2004.

8
9 
10 President _____ of the City Council

11 Approved by me this 30th day of November, 2004.

12
13 
14 Gregory J. Nickels, Mayor

15 Filed by me this 30th day of November, 2004.

16
17 
18 City Clerk

19 (Seal)

20 Attachments

- 21
22 Attachment A: 2005 and 2006 Seattle Center Fee Schedule
23 Attachment B: 2005 and 2006 Seattle Center Terms and Conditions for Events at Seattle Center





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

September 27, 2004

Honorable Jan Drago
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Drago:

I am pleased to transmit the attached proposed Council Bill that establishes a fee schedule and terms and conditions for use of certain facilities at Seattle Center. Additionally, the legislation authorizes the Seattle Center Director to enter into multi-year agreements for terms of up to five years, and total use of up to 25 days for spectator events and 120 days for non-spectator events on an annual basis.

This legislation, which is submitted biannually as part of the budget process, contains few changes from the legislation that was adopted with the 2003-4 budget. Changes include widening some facility fee ranges, increasing the number of use days authorized for agreements for non-spectator events to reflect the actual use experienced by Seattle Center, and increasing the maximum percentage of sales for spectator events to provide the capacity for additional rent. In addition, the legislation provides Seattle Center with the capacity to add a facility surcharge based on the number of tickets sold for spectator events in KeyArena and McCaw Hall. The surcharge would not apply to users with existing long-term contracts. The facility fee schedule provides a range of fees that allows Seattle Center to respond to changes in the marketplace. This legislation is an important tool for Seattle Center in generating revenue for the department and bringing spectator events to the community.

Thank you for your consideration of this legislation. Should you have questions, please contact Margaret Wetter, Associate Director of Event Production for Seattle Center, at 684-7203.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Nickels', written over a large, stylized flourish that extends across the page.

GREG NICKELS
Mayor of Seattle

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

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Attachment A: 2005 and 2006 Seattle Center Fee Schedule

Effective January 1, 2005

Facility	Use Fee Ranges Standard/Government Agency Events		Use Fee Ranges Spectator Events			
	MINIMUM EVENT DAY FEES ^{1 & 2}		MINIMUM EVENT DAY FEE RANGES		PERCENTAGE OF GROSS SALES ³	
	LOWEST	HIGHEST	LOW	HIGH	LOW	HIGH
Conference Center	\$520	\$750	NA	NA	NA	NA
Rooms A & H	\$220	\$320	NA	NA	NA	NA
Room B	\$140	\$190	NA	NA	NA	NA
Exhibition Hall	\$1,000	\$7,000	\$1,000	\$7,000	8%	15%
Fisher Pavilion	\$1,500	\$4,000	\$1,500	\$4,000	8%	15%
Northwest Rooms	\$2,960	\$4,400	NA	NA	NA	NA
Alki	\$600	\$800	NA	NA	NA	NA
Olympic	\$450	\$670	NA	NA	NA	NA
Rainier	\$600	\$800	NA	NA	NA	NA
San Juan Suite	\$1,000	\$1,800	NA	NA	NA	NA
Orcas ⁴	\$150	\$320	NA	NA	NA	NA
Lopez	\$375	\$610	NA	NA	NA	NA
Fidalgo	\$255	\$510	NA	NA	NA	NA
Shaw	\$265	\$520	NA	NA	NA	NA
Snoqualmie	\$600	\$800	NA	NA	NA	NA
Seattle Center Pavilion	\$1,000	\$2,000	NA	NA	NA	NA
Room A	\$800	\$1,500	NA	NA	NA	NA
Room B	\$400	\$750	NA	NA	NA	NA
Marion Oliver McCaw Hall Auditorium	\$5,000	\$8,000	\$2,700	\$6,500	9%	15%
KeyArena						
CONCERTS						
Upper/Lower Bowls	NA	NA	\$10,000 ⁵	\$25,000 ⁵	8%	15%
Reduced Configuration ⁶	NA	NA	\$5,000 ⁵	\$15,000 ⁵	8%	15%
FAMILY SHOWS/ SPORTS EVENTS						
Upper/Lower Bowls	NA	NA	\$7,500 ⁵	\$20,000 ⁵	8%	15%
Lower Bowl Only	NA	NA	\$5,000 ⁵	\$15,000 ⁵	8%	15%
OTHER SPECTATOR EVENTS						
Upper/Lower Bowls	NA	NA	\$10,000 ⁵	\$25,000 ⁵	8%	15%
Reduced Configuration ⁶	NA	NA	\$5,000 ⁵	\$15,000 ⁵	8%	15%
NON-SPECTATOR EVENTS						
Upper/Lower Bowls	\$10,000 ⁵	\$25,000 ⁵	NA	NA	NA	NA
Reduced Configuration	\$5,000 ⁵	\$15,000 ⁵	NA	NA	NA	NA
			Facility Surcharge Spectator Events			
KeyArena			Up to \$2 per ticket for all promoters			
McCaw Hall			Up to \$1 per ticket for non-profit promoters		Up to \$2 per ticket for for-profit promoters	



NOTES:

1. **Full Day Move-In/Out:** The Director may reduce the use fee for move-in and/or move-out on the days preceding and following an Event to as low as half the price of an Event day.
2. **Partial day Move-In/Out:** The Director may reduce the use fee to as low as one quarter of the use fee for an Event day for move-in and move-out when only a small portion of the day is used.
3. **Gross Sales:** Gross Sales means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less City Admission Tax, City B & O Tax, State Revenue Tax and Washington State Athletic Commission Tax due in connection with such Event, as substantiated by a certified box office statement.
4. **Orcas Room:** Orcas Room may be used at no Facility Use Fee only if it is used as a catering preparation room for a plated or buffet meal function in the Rainier, Olympic, or San Juan Room.
5. **For 2nd day and succeeding days of performances:** The Director may negotiate and reduce the use fee for the second and subsequent days of multi-day uses.
6. **Reduced Configuration:** Reduced Configuration means either lower bowl by itself or "Theater" set-up. "Theater", for this purpose, means seating reduced by moving the stage further north in the KeyArena than its normal location, to a fixed location set by Seattle Center.



Attachment B: 2005 and 2006 Seattle Center Terms and Conditions for Events at Seattle Center

Effective January 1, 2005

1. DIRECTOR'S AUTHORITY

The Director shall prepare facility use agreements for Events and Event-related services at the Seattle Center for overall terms of not more than five years, with the approval of the Law Department and the guidance of the Risk Manager and the Director of Finance, and in accordance with all applicable City of Seattle ordinances and policies. Facility use agreements with terms in excess of two years shall be subject to review by the Director of Finance.

The Director shall promulgate rules and guidelines containing regulations and standards for the application of fees, charges, and terms and conditions of use for Seattle Center facilities that are consistent with the policies expressed herein.

2. DEFINITIONS

a. "Event" means the purpose for which a facility has been contracted, such as a meeting, show, competition, performance, festival, etc., and includes all related activities such as move-in/move-out, rehearsal, practice, and other activities of the Event. There are three types of Events:

1) "Government Agency Event" means an Event contracted by an agency of the federal government, State of Washington, any municipal corporation or other special or general purpose unit of local government in the State of Washington; or any legally constituted public governing body with multi-jurisdictional authority, one jurisdiction of which is within the State of Washington, or any quasi-governmental entity or company created solely for conducting the business of one or more of such government entities and subject solely to the rules and regulations thereof for official governmental purposes.

2) "Spectator Event" means any Event open to the public and held in the KeyArena, Exhibition Hall, Fisher Pavilion, or Marion Oliver McCaw Hall, where admission to the Event's principal activity is ticketed, except for trade or consumer shows, private meetings or conventions.

3) "Standard Event" means any Event that is not a Spectator Event or Government Agency Event.

b. "Concession Fee" means a fee charged either as a percentage of sales or at a flat rate for the right to sell merchandise and/or food and beverages at an Event.

c. "Director" means the Director of the Seattle Center Department or the Director's designee.



d. "Facility" means a room, building, or outdoor space at Seattle Center that can be rented by the public.

e. "Major Facility" means the KeyArena, , Marion Oliver McCaw Hall, Exhibition Hall, Fisher Pavilion, or Seattle Center Pavilion.

f. "Seattle Center Productions Event" means an Event for which Seattle Center is the sole or partial financial sponsor and controls some aspect of the production.

g. "Use Period" means the time specified in the agreement as the inclusive times for user's use of a specified facility on a specified day, including any portion of the immediately following day into which the inclusive time extends as established in the use agreement.

3. CLIENT USE OF FACILITIES

a. **USE FEES:** The Director is authorized to establish from time to time a schedule of facility use fees (the "Rate Card") consistent with Attachment A, "the 2005 and 2006 Seattle Center Fee Schedule", and taking into account the following City policies: (i) that the Rate Card shall be administered the same to any entity that qualifies to use a Seattle Center facility; and (ii) that fees be competitive in the marketplace and be anticipated to return reasonable revenue to Seattle Center relative to operational costs. The Rate Card may set fees according to event type, size of venue, or on any other basis consistent with the above policy.

The Director may negotiate fees for intermittent use of miscellaneous facilities and portions of facilities that are not identified in Attachment A, based on the policies described above, and taking into consideration market conditions and other legitimate business concerns.

A separate use fee will be charged for each Use Period. Use fees shown on a Rate Card are minimum use fees. Where percentages of gross sales apply above a minimum use fee, the Director may negotiate a maximum use fee. In-kind consideration such as complimentary tickets, or services such as guest appearances, may be negotiated as part of the overall consideration for use of a Facility. The Director shall promulgate a Complimentary Ticket Use Policy governing the use of complimentary tickets which shall be consistent with the City of Seattle Ethics Code.

b. **FACILITY SURCHARGES:** The Director is authorized to collect an additional use fee on Spectator Events in KeyArena and McCaw Hall based on the number of tickets sold, and to establish a schedule of per-ticket rates consistent with Attachment A. The basis for computing the Facility Surcharge may include complimentary tickets. The Director shall promulgate guidelines governing the application of the Facility Surcharge, which guidelines shall be based on sound business practice, be in the City's best interest, and be related to the goals for Seattle Center.



c. **USE FEE PAYMENTS:** The full amount of the use fee is due prior to the Event for Standard Events; an executed purchase order is required prior to the Event for Government Agency Events. For Spectator Events, a deposit is due prior to the Event with the remainder due at settlement for the Event. Money paid to the City shall be in the form of legal tender of the United States of America. Goods and services with a wholesale value that is equal to or greater than the use Fee may be accepted in partial or full payment, subject to City of Seattle purchasing rules.

The Director is authorized to determine due dates for the return of use agreements and for payments, including installment payments, that take into consideration the fiscal responsibility of Seattle Center and sound business practices including the reasonable amount of time that is needed to re-let a space if a deadline is not met; the financial history of repeat clients; the time needed to set up the space without incurring additional labor costs and the time needed for the user to return the use agreement with the initial payment.

d. **CONTINGENCY DEPOSIT:** A deposit may be required to be paid prior to an Event to cover some portion of the estimated labor, parking fees, equipment charges, services, damage or other incidental charges anticipated to be incurred during the Event, or as partial security for payment-in-full of all Event-related expenses. Any portion of the deposit remaining after deductions are made to pay a user's Event expenses shall be refunded to the user. The Director may waive this deposit based on a history of reliable payment by a user or lack of charges incurred during past Events of that user.

e. **CANCELLATION FEES:** The Director may assess reasonable Cancellation Fees for Events or portions of Events that are cancelled within a certain time period prior to the Event as specified in the use agreement. In determining whether to assess a Cancellation Fee, the Director shall employ sound business practices including the time characteristically needed to book a new Event in the same type of space; the user's past Event history; and the financial consequences to Seattle Center if the Event is cancelled.

f. **TRANSFER FEES:** To accommodate users' needs and maintain good business relationships, and subject to availability, Seattle Center may permit users to change contracted Event dates and/or spaces when doing so does not have a negative financial impact on Seattle Center. A transfer fee may be charged if the request is made close to the time of the Event.

g. **ORIGINATION FEES:** The Director may assess Origination Fees based on industry standards for the right to take photographs, broadcast a performance live, or make a video and/or audio recording at an Event at Seattle Center. The Director may accept the user's promotion of Seattle Center in partial or full payment of the Origination Fee provided that the value of the promotion is equal to or exceeds the value of the Origination Fee.

h. **CATERING FEES:** The Director may collect fees for catering services provided to guests at Events in facilities at Seattle Center. For Seattle Center Productions Events, the Director may include this fee as part of Seattle Center's Event sponsorship.



i. **FOOD AND BEVERAGE CONCESSIONS:** The Director may collect Concessions Fees for sales of food and beverages by users of spaces not subject to an exclusive food and beverage concession agreement, unless the Event is a food fair. The Director shall establish guidelines with a table of charges based on the number of concession stands, the expected attendance and an estimated per capita expenditure by guests at the Event. The Director may combine this charge with other charges and fees.

j. **PROGRAM AND NOVELTY CONCESSION FEES:** The Director may collect Concession Fees at any Event in a Major Facility, the Center House main floor area, or outdoor spaces at which users or their agents sell programs and novelty items. The fee shall not apply to exhibitors at an exhibit show who have contracted for booth space from the user. The Director may combine this charge with other charges and fees.

The Director may enter into concession agreements with terms of up to five years giving the concessionaire the exclusive right to sell such items at Spectator Events in specific facilities. In negotiating such agreements, the Director shall negotiate the terms favorable for Seattle Center and shall require that sales be conducted in a professional manner that accommodates the needs of both Seattle Center and the users of the concessionaire's services.

k. **REFUNDS:** The Director may refund fees to make amends to dissatisfied users for failures in service by Seattle Center or Event vendors or for such other reasons as the Director may determine are fair and reasonable.

l. **OPERATIONAL TERMS:**

1) **Services and Equipment:** Certain services and equipment will be provided by Seattle Center on the day(s) of an Event in consideration of use fees paid. These services are specified in the use agreement or listed in the applicable Facility Addenda that shall be attached to the use agreement.

Certain other services and equipment may be required or made available for an additional charge, which shall be described in addenda to the use agreement. The charges in these addenda shall be based on the Director's assessment of competitive fees in the marketplace and anticipated revenue generation for Seattle Center relative to the operational costs of buying, maintaining and replacing equipment and of supplying services.

The Director may enter into service provider agreements with terms of not more than five years, securing event-related services at rates favorable to the City and under provisions requiring the services to be performed in a professional manner that accommodates the needs of both the Seattle Center and any user who uses these services.

2) **Cleaning Between Performances:** For the safety of attendees to an Event, and to maintain Seattle Center's standards of appearance for the facility, the



Director may require users to pay for cleaning between multiple performances on the same day.

3). Hours of Use: The Director may determine the hours of the day that an Event may be open at Seattle Center.

m. SPECIAL CONDITIONS: The Director is authorized to vary from the established Rate Card only for sound business purposes and only if such variance is available to any user. The reasons for variance shall be contained in Seattle Center rules and guidelines, be in the City's best interest, and be related to the stated goals for Seattle Center, including generating revenue. The Director may negotiate terms and conditions for use that combine use fees with other charges and sources of revenue related to an Event; may waive fees or portions of fees; and negotiate terms that create benefits for Seattle Center in addition to use fees.

4. SEATTLE CENTER PRODUCTIONS EVENTS

The Director is authorized to negotiate and enter into agreements to sponsor Events at Seattle Center. These Events shall comply with the Guidelines for Seattle Center Co-Sponsored Events. The City's financial support for the Event shall be based on the relevancy of the Event to the goals contained in the Seattle Center Vision Statement and on availability of appropriate facilities. Approval by the Director of Finance is required for agreements where the City's financial support exceeds \$25,000. Application for status as a Seattle Center Productions Event is open to everyone. Seattle Center shall determine whether to sponsor the Event as a Seattle Center Production and the terms and conditions of such sponsorship.

5. EVENTS CO-PROMOTED BY SEATTLE CENTER

The Director is authorized to negotiate and enter into agreements as a co-promotion partner primarily for Events in the Major Facilities, but in exceptional cases, for use of any spaces at Seattle Center, particularly if these spaces are used in conjunction with use of a Major Facility. For these Events, all sources of Event revenue and Event-related expenses may be shared with the co-promoter. Co-promotion decisions shall be made judiciously for sound business reasons with the intent of achieving Seattle Center goals, increasing the variety of types of events held at Seattle Center, increasing use of the facilities and maximizing revenue for the City. Approval by the Director of Finance is required for agreements where the City's risk for potential loss, excluding the cost of facility rental, exceeds \$50,000.



Form revised June 3, 2004

2005 BUDGET LEGISLATION FISCAL NOTE

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Seattle Center	Margaret Wetter 684-7330	Eve Sternberg 386-1119

Legislation Title: AN ORDINANCE relating to the Seattle Center Department; adopting a fee schedule from which the Director is authorized to set fees for 2005 and 2006, and adopting policies for use of Seattle Center facilities; authorizing the Director to negotiate terms and conditions and to enter into various forms of use agreements; and amending sections 17.16.010 and 17.16.015 of the Seattle Municipal Code in connection therewith.

• Summary of the Legislation:

The proposed legislation widens some minimum event day fee ranges, and also increases the maximum percentage of gross sales that Seattle Center can charge for spectator events. The legislation also provides the capacity to add a facility surcharge based on the number of tickets sold for spectator events in KeyArena and McCaw Hall. In addition, the legislation permits Seattle Center to enter into agreements of not more than five years and up to 25 days' (spectator events) and 120 days' (non-spectator events) total use per calendar year, which for non-spectator events is an increase from the current 25-day limit allowed without specific Council authorization. This legislation grants the Seattle Center needed flexibility in negotiating with commercial clients. Exhibit A to this Fiscal Note reflects the changes in fees proposed by this legislation. Exhibit B to this Fiscal Note reflects the changes to the Terms and Conditions for Events at Seattle Center.

• Background:

Amending the bi-annual fees and charges, extending the Seattle Center Fee Schedule, and amending the corresponding portions of SMC 17.16.015 and SMC 17.16.010 are routine parts of adopting Seattle Center's budget.

In general, the facility fees that Seattle Center charges its customers fall within established ranges. The department is requesting minor adjustments to the existing ranges to allow the Center to stay current with the needs of the market. When the Director becomes aware of changes in the marketplace that would allow the rates to be raised and yet be competitive, a new rate schedule will be published and Seattle Center will be better positioned to maximize revenue. If the economy worsens, the Director may revise the rate schedule to lower fees within the adopted ranges, in order to attract and keep business. Incentive fees for limited time periods may be offered to stimulate interest



in new or reopened facilities. Rates may vary by event type, but all clients using the same facility for the same type of event pay the same rate.

The ordinance also continues to allow the Seattle Center to enter into multi-year agreements. A few clients who bring their events to Seattle Center on an annual basis would like to have multi-year agreements for their events. This is beneficial to Seattle Center because it assures that the events come to Seattle Center instead of to a competitor in the area. The legislation increases the number of days to be covered by a single agreement for a non-spectator event from 25 to 120 days. This will allow the department to take better advantage of potential longer-term exhibitions and rentals such as traveling shows needing rehearsal or storage space.

The proposed legislation will also give the department authority to collect a facility surcharge based on the number of tickets sold for third party events in KeyArena and McCaw Hall. In KeyArena the surcharge is capped at \$2 per ticket. In McCaw Hall the surcharge would be capped at \$1 per ticket for events promoted by non-profit organizations, and \$2 for events promoted by for-profit businesses. In neither facility would the surcharge apply to users with existing long-term contracts (e.g., Sonics, T-Birds, Storm, Opera, Ballet, Festivals), nor for events sponsored by the Seattle Center.

With the exception of the addition of the per-ticket facility surcharges for KeyArena and McCaw Hall, the Center has not predicated its 2005-2006 revenue estimates on the existence of these new rates. Thus there is no incremental revenue associated with the rest of the proposed rate changes. Rather, these changes are being requested so that rates can be adjusted should economic conditions allow. A summary of key changes follows:

Fisher Pavilion - Range change from \$1,500-\$2,500 to \$1,500-\$4,000. Current rent is set at \$2,000, thus we are nearing the top of the range. This has been a highly successful facility, and when the economy rebounds we expect to be able to raise the rent. We are also adding the ability to charge a percentage of gross sales for Spectator Events, ranging from 8% to 15%.

Seattle Center Pavilion, range changes include:

- Full building, \$1,300-\$1,600 to \$1,000-\$2,000
- Room A, \$1,000-\$1,200 to \$800-\$1,500
- Room B, \$500-\$600 to \$400-\$750

This facility has been closed to commercial rentals for two years. Rates have not been changed in that time. Due to the possible closure of the Northwest Rooms for Monorail construction beginning in late 2006, the Seattle Center Pavilion may be re-opened to provide alternative space for clients who would have normally rented the Northwest Rooms. The department is requesting more flexibility to set rates either up or down from current rates as needed.



Exhibition Hall - Raising the upper rate that can be charged for Spectator Events from 10% to 15% of gross sales. This change is requested should the market be able to absorb a higher fee at some future time.

McCaw Hall - Fee changes include:

- Standard Events, from \$5,000-\$7,000 to \$5,000-\$8,000. Current rent is set at \$6,500, thus we are nearing the top of the range. Seattle Center wants the ability to go above that over the next two years should the economy rebound and market conditions improve.
- Spectator Events minimum event day fee, from \$2,700-\$5,000 to \$2,700-\$6,500. Also raising the upper rate for the percentage of gross sales that can be charged for Spectator Events from 12% to 15%.
- Facility surcharge added for third-party events is estimated to generate approximately \$52,000 in 2005 and \$58,000 in 2006 in additional rental revenue.

KeyArena - Fee changes include:

- Raising the upper rate that can be charged for Spectator Events from 12% to 15% of gross sales.
- Facility surcharge added for third party events.
- These two changes will permit the department to increase rental revenue by an estimated \$210,000 in 2005 and \$216,000 in 2006.
- *Please check one of the following:*

This legislation does not have any financial implications.

This legislation has financial implications.

Anticipated Revenue/Reimbursement:

Fund Name and Number	Department	Revenue Source	2005 Revenue	2006 Revenue
11420 – KeyArena Subfund	Seattle Center	Rental Fees	\$210,000*	\$216,000*
11430 – McCaw Hall Subfund	Seattle Center	Rental Fees	\$52,000*	\$58,000*
TOTAL			\$262,000*	\$274,000*

*Note: This legislation does not appropriate funds. Seattle Center expects to receive the above-mentioned revenue by increasing the range, and type, of fees it charges for events held at KeyArena and McCaw Hall. With the exception of these two facilities, the Department is not anticipating a direct increase in revenue from the other fee changes in



this legislation, although it might realize an increase or decrease, depending upon market conditions. These assumptions are reflected in the Center's 2005-6 budget submittal.

- What is the financial cost of not implementing this legislation?

Without this legislation, Seattle Center will not be able to take full advantage of market conditions to maximize revenues that support the department's operations. As noted above, with the exception of new facility surcharges in KeyArena and McCaw Hall, the department has built its 2005 and 2006 revenue estimates within the existing fee ranges. In KeyArena the proposed changes are estimated to generate approximately \$210,000 of added revenue in 2005 and \$216,000 in 2006. In McCaw Hall the proposed changes are estimated to generate approximately \$52,000 of added revenue in 2005 and \$58,000 of in 2006. Not implementing this legislation will prevent the department from realizing these revenues.

- What are the possible alternatives to the legislation that could achieve the same or similar objectives?

Without these rates the Seattle Center will have a difficult time generating budgeted revenues.

- Is the legislation subject to public hearing requirements? No.
- Other Issues: None.

Exhibit A: Proposed Changes from 2005 and 2006 Seattle Center Fee Schedule
Exhibit B: Proposed Changes from 2005 and 2006 Terms and Conditions



Exhibit A: 2005 and 2006 Seattle Center Fee Schedule

Effective January 1, 2005

Facility	Use Fee Ranges Standard/Government Agency Events		Use Fee Ranges Spectator Events			
	MINIMUM EVENT DAY FEES ^{1 & 2}		MINIMUM EVENT DAY FEE RANGES		PERCENTAGE OF GROSS SALES ³	
	LOWEST	HIGHEST	LOW	HIGH	LOW	HIGH
Conference Center	\$520	\$750	NA	NA	NA	NA
Rooms A & H	\$220	\$320	NA	NA	NA	NA
Room B	\$140	\$190	NA	NA	NA	NA
Exhibition Hall	\$1,000	\$7,000	\$1,000	\$7,000	8%	10% 15%
Fisher Pavilion	\$1,500	\$2,500 \$4,000	NA \$1,500	NA \$4,000	NA 8%	NA 15%
Northwest Rooms	\$2,960	\$4,400	NA	NA	NA	NA
Alki	\$600	\$800	NA	NA	NA	NA
Olympic	\$450	\$670	NA	NA	NA	NA
Rainier	\$600	\$800	NA	NA	NA	NA
San Juan Suite	\$1,100 \$1,000	\$1,800	NA	NA	NA	NA
Orcas ⁴	\$150	\$320	NA	NA	NA	NA
Lopez	\$375	\$610	NA	NA	NA	NA
Fidalgo	\$255	\$510	NA	NA	NA	NA
Shaw	\$265	\$520	NA	NA	NA	NA
Snoqualmie	\$600	\$800	NA	NA	NA	NA
Seattle Center Pavilion	\$1,300 \$1,000	\$1,600 \$2,000	NA	NA	NA	NA
Room A	\$1,000 \$800	\$1,200 \$1,500	NA	NA	NA	NA
Room B	\$500 \$400	\$600 \$750	NA	NA	NA	NA
Marion Oliver McCaw Hall Auditorium	\$5,000	\$7,000 \$8,000	\$2,700	\$5,000 \$6,500	9%	10% 15%
KeyArena						
CONCERTS						
Upper/Lower Bowls	NA	NA	\$10,000 ⁵	\$25,000 ⁵	8%	12% 15%
Reduced Configuration ⁶	NA	NA	\$5,000 ⁵	\$15,000 ⁵	8%	12% 15%
FAMILY SHOWS/ SPORTS EVENTS						
Upper/Lower Bowls	NA	NA	\$7,500 ⁵	\$20,000 ⁵	8%	12% 15%
Lower Bowl Only	NA	NA	\$5,000 ⁵	\$15,000 ⁵	8%	12% 15%
OTHER SPECTATOR EVENTS						
Upper/Lower Bowls	NA	NA	\$10,000 ⁵	\$25,000 ⁵	8%	12% 15%
Reduced Configuration ⁶	NA	NA	\$5,000 ⁵	\$15,000 ⁵	8%	12% 15%
NON-SPECTATOR EVENTS						
Upper/Lower Bowls	\$10,000 ⁵	\$25,000 ⁵	NA	NA	NA	NA
Reduced Configuration	\$5,000 ⁵	\$15,000 ⁵	NA	NA	NA	NA
			Facility Surcharge Spectator Events			
<u>KeyArena</u>			Up to \$2 per ticket for all promoters			
<u>McCaw Hall</u>			Up to \$1 per ticket for non-profit promoters		Up to \$2 per ticket for for-profit promoters	



NOTES:

1. **Full Day Move-In/Out:** The Director may reduce the use fee for move-in and/or move-out on the days preceding and following an Event to as low as half the price of an Event day.
2. **Partial day Move-In/Out:** The Director may reduce the use fee to as low as one quarter of the use fee for an Event day for move-in and move-out when only a small portion of the day is used.
3. **Gross Sales:** Gross Sales means the total amount of money received or receivable from the sale of admission tickets to a Spectator Event, less City Admission Tax, City B & O Tax, State Revenue Tax and Washington State Athletic Commission Tax due in connection with such Event, as substantiated by a certified box office statement.
4. **Orcas Room:** ~~No fee applies when Orcas Room is used for incidental use in conjunction with use of an adjacent room.~~ Orcas Room may be used at no Facility Use Fee only if it is used as a catering preparation room for a plated or buffet meal function in the Rainier, Olympic, or San Juan Room.
5. **For 2nd day and succeeding days of performances:** The Director may negotiate and reduce the use fee for the second and subsequent days of multi-day uses.
6. **Reduced Configuration:** Reduced Configuration means either lower bowl by itself or "Theater" set-up. "Theater", for this purpose, means seating reduced by moving the stage further north in the KeyArena than its normal location, to a fixed location set by Seattle Center.



Exhibit B: (~~2003 and 2004~~) 2005 and 2006 Seattle Center Terms and Conditions for Events at Seattle Center

Effective January 1, (~~2003~~)2005

1. DIRECTOR'S AUTHORITY

The Director shall prepare facility use agreements for Events and Event-related services at the Seattle Center for overall terms of not more than five years, with the approval of the Law Department and the guidance of the Risk Manager and the Director of Finance, and in accordance with all applicable City of Seattle ordinances and policies. Facility use agreements with terms in excess of two years shall be subject to review by the Director of Finance.

The Director shall promulgate rules and guidelines containing regulations and standards for the application of fees, charges, and terms and conditions of use for Seattle Center facilities that are consistent with the policies expressed herein.

2. DEFINITIONS

a. "Event" means the purpose for which a facility has been contracted, such as a meeting, show, competition, performance, festival, etc., and includes all related activities such as move-in/move-out, rehearsal, practice, and other activities of the Event. There are three types of Events:

1) "Government Agency Event" means an Event contracted by an agency of the federal government, State of Washington, any municipal corporation or other special or general purpose unit of local government in the State of Washington; or any legally constituted public governing body with multi-jurisdictional authority, one jurisdiction of which is within the State of Washington, or any quasi-governmental entity or company created solely for conducting the business of one or more of such government entities and subject solely to the rules and regulations thereof for official governmental purposes.

2) "Spectator Event" means any Event open to the public and held in the KeyArena, (~~Mercer Arts Arena,~~) Exhibition Hall, Fisher Pavilion, or Marion Oliver McCaw Hall, where admission to the Event's principal activity is ticketed, except for trade or consumer shows, private meetings or conventions.

3) "Standard Event" means any Event that is not a Spectator Event or Government Agency Event.

~~((d.))~~b. "Concession Fee" means a fee charged either as a percentage of sales or at a flat rate for the right to sell merchandise and/or food and beverages at an Event.

~~((b.))~~"Cancellation Fee" means a fee charged if an Event, or portion thereof, is cancelled within a certain time period prior to the Event, as specified in the Event use agreement.)



~~((e. —“Catering” means food or beverage provided by the user to Event participants free of charge, except that “no host” bars are considered “catered” when available as part of an Event for which Catering services are provided.))~~

~~((e. —“Contingency Deposit” means an amount that may be required to be paid prior to an Event to cover some portion of the estimated labor, parking fees, equipment charges, services, damage or other incidental charges anticipated to be incurred during the Event or as partial security for payment in full of all Event related expenses. Any portion of the deposit remaining after deductions are made to pay a user’s Event expenses shall be refunded to the user.))~~

~~((f.))c. “Director” means the Director of the Seattle Center Department or the Director’s designee.~~

d. “Facility” means a room, building, or outdoor space at Seattle Center that can be rented by the public.

~~((g.))e. “Major Facility” means the KeyArena, ~~((Mercer Arts Arena))~~ Marion Oliver McCaw Hall, ~~((or))~~ Exhibition Hall, Fisher Pavilion, or Seattle Center Pavilion.~~

~~((h. —“Recording Fee” means a fee charged for the right to take photographs, broadcast a performance live, or make a video and/or audio recording at an Event at Seattle Center.))~~

~~((i.))f. “Seattle Center Productions Event” means an Event for which Seattle Center is the sole or partial financial sponsor and controls some aspect of the production.~~

~~((j.))g. “Use Period” means the time specified in the agreement as the inclusive times for user’s use of a specified facility on a specified day, including any portion of the immediately following day into which the inclusive time extends as established in the use agreement.~~

3. CLIENT USE OF FACILITIES

a. USE FEES: The Director is authorized to establish from time to time a schedule of facility use fees (the ~~((“Fee Schedule”))~~ “Rate Card”) consistent with Attachment A, ~~((“the ((2003 and 2004))“2005 and 2006 Seattle Center Fee Schedule”, and taking into account the following City policies: (i) that the ((fee schedule))Rate Card shall be administered the same to any entity that qualifies to use a Seattle Center facility; and (ii) that fees be competitive in the marketplace and be anticipated to return reasonable revenue to Seattle Center relative to operational costs. The ((Fee Schedule))Rate Card may set fees according to event type, size of venue, or on any other basis consistent with the above policy.~~

The Director may negotiate fees for intermittent use of miscellaneous facilities and portions of facilities that are not identified in Attachment A, based on the policies



described above, and taking into consideration market conditions and other legitimate business concerns.

A separate use fee will be charged for each ~~((u))~~Use ~~((p))~~Period. Use fees shown on a ~~((fee schedule))~~Rate Card are minimum use fees. Where percentages of gross sales apply above a minimum use fee, ~~((F))~~ the Director may negotiate a maximum use fee~~((s)).~~ ~~((but in no case shall the use fee be less than the minimum, nor more than the maximum, for the particular facility as shown on Attachment A.))~~ In-kind consideration such as complimentary tickets, or services such as guest appearances, may be negotiated as part of the overall consideration for use of a ~~((Major))~~Facility ~~((or outdoor space))~~. The Director shall promulgate a Complimentary Ticket Use Policy governing the use of complimentary tickets which shall be consistent with the City of Seattle Ethics Code.

b. FACILITY SURCHARGES: The Director is authorized to collect an additional use fee on Spectator Events in KeyArena and McCaw Hall based on the number of tickets sold, and to establish a schedule of per-ticket rates consistent with Attachment A. The basis for computing the Facility Surcharge may include complimentary tickets. The Director shall promulgate guidelines governing the application of the Facility Surcharge, which guidelines shall be based on sound business practice, be in the City's best interest, and be related to the goals for Seattle Center.

~~((b-))~~c. USE FEE PAYMENTS: The full amount of the use fee is due prior to the Event for Standard Events; an executed purchase order is required prior to the Event for Government Agency Events. For Spectator Events, ~~((the minimum use fee))~~a deposit is due ~~((in full))~~prior to the Event with the remainder due at settlement for the Event. Money paid to the City shall be in the form of legal tender of the United States of America. Goods and services with a wholesale value that is equal to or greater than the use Fee may be accepted in partial or full payment, subject to City of Seattle purchasing rules.

The Director is authorized to determine due dates for the return of use agreements and for payments, including installment payments, that take into consideration the fiscal responsibility of Seattle Center and sound business practices including the reasonable amount of time that is needed to re-let a space if a deadline is not met; the financial history of repeat clients; the time needed to set up the space without incurring additional labor costs and the time needed for the user to return the use agreement with the initial payment.

~~((e-))~~d. CONTINGENCY DEPOSIT: A deposit may be required to be paid prior to an Event to cover some portion of the estimated labor, parking fees, equipment charges, services, damage or other incidental charges anticipated to be incurred during the Event, or as partial security for payment-in-full of all Event-related expenses ~~((based on projected Event charges for incidental spaces, equipment and/or services that may be incurred, plus an amount for possible facility damage))~~. Any portion of the deposit remaining after deductions are made to pay a user's Event expenses shall be refunded to the user. The Director may waive this deposit based on a history of reliable payment by a user or lack of charges incurred during past Events of that user.



~~((d.))~~e. CANCELLATION FEES: The Director may assess reasonable Cancellation Fees for Events or portions of Events that are cancelled within a certain time period prior to the Event as specified in the use agreement. In determining whether to assess a Cancellation Fee, the Director shall employ sound business practices including the time characteristically needed to book a new Event in the same type of space; the user's past Event history; and the financial consequences to Seattle Center if the Event is cancelled.

~~((e.))~~f. TRANSFER FEES: To accommodate users' needs and maintain good business relationships, and subject to availability, Seattle Center may permit users to change contracted Event dates and/or spaces when doing so does not have a negative financial impact on Seattle Center. A transfer fee may be charged if the request is made close to the time of the Event.

~~((f.))~~g. ~~((RECORDING))~~ORIGINATION FEES: The Director may assess ~~((Broadcast))~~ Origination Fees based on industry standards for the right to take photographs, broadcast a performance live, or make a video and/or audio recording at an Event at Seattle Center. The Director~~((, or))~~ may ~~((trade))~~ accept the ~~((right to broadcast for))~~ user's promotion of Seattle Center in partial or full payment of the Origination Fee provided that~~((,))~~ the value of ~~((which))~~ the promotion is equal to or exceeds the value of the ~~((broadcast right))~~ Origination Fee.

~~((g.))~~h. CATERING FEES: The Director may collect fees for catering services provided to guests at Events in facilities at Seattle Center. For Seattle Center Productions Events, the Director may include this fee as part of Seattle Center's Event sponsorship.

~~((h.))~~i. FOOD AND BEVERAGE CONCESSIONS: The Director may collect Concessions Fees for sales of food and beverages by users of spaces not subject to an exclusive food and beverage concession agreement, unless the Event is a food fair. The Director shall establish guidelines with a table of charges based on the number of concession stands, the expected attendance and an estimated per capita expenditure by guests at the Event. The Director may combine this charge with other charges and fees.

~~((i.))~~j. PROGRAM AND NOVELTY CONCESSION FEES: The Director may collect Concession Fees at any Event in a Major Facility, ~~((Fisher Pavilion, Seattle Center Pavilion))~~ the Center House main floor area, or outdoor spaces at which users or their agents sell programs and novelty items. The fee shall not apply to exhibitors at an exhibit show who have contracted for booth space from the user. The Director may combine this charge with other charges and fees.

The Director may enter into concession agreements with terms of up to five years giving the concessionaire the exclusive right to sell such items at Spectator Events in specific facilities. In negotiating such agreements, the Director shall negotiate the terms favorable for Seattle Center and shall require that sales be conducted in a professional manner that accommodates the needs of both Seattle Center and the users of the concessionaire's services.



~~((j-))~~k. REFUNDS: The Director may refund fees to make amends to dissatisfied users for failures in service by Seattle Center or Event vendors or for such other reasons as the Director may determine are fair and reasonable.

~~((k-))~~l. OPERATIONAL TERMS:

1) Services and Equipment: Certain services and equipment will be provided by Seattle Center on the day(s) of an Event in consideration of use fees paid. These services are specified in the use agreement or listed in the applicable Facility ((or Outdoor Spaces))Addenda that shall be attached to the use agreement.

Certain other services and equipment may be required or made available for an additional charge, which shall be described in addenda to the use agreement. The charges in these addenda shall be based on the Director's assessment of competitive fees in the marketplace and anticipated revenue generation for Seattle Center relative to the operational costs ((reasonable costs to the Department))of buying, maintaining and replacing equipment and of supplying services.

The Director may enter into service provider agreements with terms of not more than five years, securing event-related services at rates favorable to the City and under provisions requiring the services to be performed in a professional manner that accommodates the needs of both the Seattle Center and any user who uses these services.

2) Cleaning Between Performances: For the safety of attendees to an Event, and to maintain Seattle Center's standards of appearance for the facility, the Director may require users to pay for cleaning between multiple performances on the same day.

3). Hours of Use: The Director may determine the hours of the day that an Event may be open at Seattle Center.

~~((l-))~~m. SPECIAL CONDITIONS: The Director is authorized to vary from the established ~~((Fee-Schedule))~~Rate Card only for sound business purposes and only if such variance is available to any user. The reasons for variance shall be contained in Seattle Center rules and guidelines, be in the City's best interest, and be related to the stated goals for Seattle Center, including generating revenue. The Director may negotiate terms and conditions for use that combine use fees with other charges and sources of revenue related to an Event; may waive fees or portions of fees; and negotiate terms that create benefits for Seattle Center in addition to use fees.

4. SEATTLE CENTER PRODUCTIONS EVENTS

The Director is authorized to negotiate and enter into agreements to sponsor Events at Seattle Center. These Events shall comply with the Guidelines for Seattle Center Co-Sponsored Events. The City's financial support for the Event shall be based on the relevancy of the Event to



the goals contained in the Seattle Center Vision Statement and on availability of appropriate facilities. Approval by the Director of Finance is required for agreements where the City's financial support exceeds \$25,000. Application for status as a Seattle Center Productions Event is open to everyone. Seattle Center shall determine whether to sponsor the Event as a Seattle Center Production and the terms and conditions of such sponsorship.

5. EVENTS CO-PROMOTED BY SEATTLE CENTER

The Director is authorized to negotiate and enter into agreements as a co-promotion partner primarily for Events in the Major Facilities(~~and Fisher Pavilion~~), but in exceptional cases, for use of any spaces at Seattle Center, particularly if these spaces are used in conjunction with use of a Major Facility. For these Events, all sources of Event revenue and Event-related expenses may be shared with the co-promoter. Co-promotion decisions shall be made judiciously for sound business reasons with the intent of achieving Seattle Center goals, increasing the variety of types of events held at Seattle Center, increasing use of the facilities and maximizing revenue for the City. Approval by the Director of Finance is required for agreements where the City's risk for potential loss, excluding the cost of facility rental, exceeds \$50,000.



STATE OF WASHINGTON – KING COUNTY

--ss.

179625
CITY OF SEATTLE, CLERKS OFFICE

No.

Affidavit of Publication

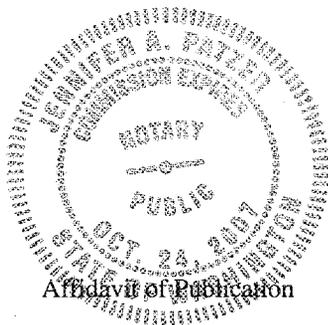
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:ORDINANCE 121655

was published on

12/9/2004



Joanna Scellapour

Subscribed and sworn to before me on

12/9/2004

Jennifer A. Patzer

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

ORDINANCE 121855

AN ORDINANCE relating to the Seattle Center Department, adopting a fee schedule from which the Director is authorized to set fees for 2005 and 2006, and adopting policies for use of Seattle Center facilities; authorizing the Director to negotiate terms and conditions and to enter into various forms of use agreements; and amending sections 17.16.010 and 17.16.015 of the Seattle Municipal Code in connection therewith.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Effective January 1, 2005, Section 17.16.010 of the Seattle Municipal Code (Section 1 of Ordinance 107055 as last amended by Ordinance 120990) is amended, and its caption is amended, as follows:

17.16.010 ((Rental of Seattle Center Buildings)) Use of Seattle Center facilities.

The Seattle Center Director, or such Director's designee, is hereby authorized, for and on behalf of the City, to enter into agreements for terms of not more than five (5) years ~~((and for not more than twenty-five (25) days total use of facilities, services, and equipment over the tenure of the agreement))~~, in a form approved by the City Attorney, for the use of ~~((the))~~ Marion Oliver McCaw Hall, ~~((the Mercer Arts Arena,))~~ the Exhibition Hall, the Northwest Rooms, ~~((the))~~ Key Arena, ~~((the))~~ Fisher Pavilion, the Seattle Center Pavilion, the Center House Conference Center, and other miscellaneous facilities within or on the Seattle Center grounds, for such times as such facilities are not required for public purposes or rented under contracts made pursuant to a specific ordinance. No such agreement or series of agreements shall authorize any user to use facilities, services, and equipment for a total of more than 25 days during any one calendar year for Spectator Events as defined in Attachment B to Section 17.16.015, nor for more than 120 days during any one calendar year for other Events.

Section 2. Effective January 1, 2005, Section 17.16.015 of the Seattle Municipal Code (Section 1 of Ordinance 113740 as last amended by Ordinance 120990) is amended as follows:

17.16.015 Use fees, terms and conditions.

The Director of the Seattle Center Department is authorized to charge and collect fees for the use of certain Seattle Center facilities, services and equipment provided to users thereof, and to condition such use on compliance with certain general terms, ~~((and))~~ conditions, ~~((and))~~ rules, and guidelines promulgated by the Director, as specified in Attachment A, the ~~((2003 and 2004))~~ 2005 and 2006 Seattle Center Fee Schedule, and Attachment B, the ~~((2003 and 2004))~~ 2005 and 2006 Seattle Center Terms and Conditions for Events at Seattle Center. The ~~((2003 and 2004))~~ 2005 and 2006 Seattle Center Fee Schedule supersedes all prior fee schedules to the extent they are inconsistent.

Section 3. Any act consistent with the authority, but prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 22nd day of November, 2004, and signed by me in open session in authentication of its passage this 22nd day of November, 2004

JAN DRAGO.