

## Sample Concession Agreement Form Only

Do NOT assume these are final negotiated terms and conditions

THIS Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **THE CITY OF SEATTLE** ("City"), a city of the first class of the State of Washington, acting by and through its Department of Parks and Recreation ("Parks") and the Superintendent thereof ("Superintendent"), and \_\_\_\_\_ ("herein know as Operator") a \_\_\_\_\_ organized under the laws of the State of Washington.

### AGREEMENT

IN CONSIDERATION of the mutual covenants contained herein, City and Operator covenant and agree as follows:

1. **Agreement Data; Exhibits.** The following terms shall have the following meanings, except as otherwise specifically modified in this Agreement:

1.1 **Premises.** Property known as the "Leschi Moorage and Marina", docks and piers, located at 400 Lake Washington Blvd S., Seattle, Washington 98144; AND property known as the "Lakewood Moorage and Marina", docks and piers located at 4400 Lake Washington Blvd S., Seattle, Washington 98144. Such properties shall hereafter be referred to as the "Concession Premises" or the "Premises". Operator shall have the exclusive right to the use of the Premises. Said real properties are legally described in Exhibit A.

1.2 **Commencement Date.** Upon execution by the Superintendent.

1.3 **Expiration Date.** This Agreement shall expire at 11:59 p.m. on December 31, \_\_\_\_\_, unless terminated earlier pursuant to the provisions of this Agreement or by operation of law.

1.4 **Rent and Additional Charges**

1.4.1 **Rent:** Operator shall pay the City rent in accordance with Section 4 of this Agreement.

1.4.2 **Additional Charges:** Whether or not so designated, all other sums due from Operator under this Agreement shall constitute Additional Charges, payable when specified in this Agreement.

1.5 **Security Deposit. [if applicable]**

1.6 **Parking. [if applicable]**

1.7 **Permitted Use.** Operator shall use the Premises described in Section 1.1 and be granted for the full term of this Agreement upon the conditions, limitations, reservations and provisions herein, the exclusive concession right and privilege to operate a year-round business to be located at the Leschi Moorage Marina located at 400 Lake Washington Blvd S., Seattle, Washington 98144. The Operator shall be entitled to operate a business at said location subject to the terms of this Agreement, which shall consist of renting both wet and dry slips, the

operation of the transient moorage and the management of the City-owned Leschi Marina; AND the exclusive concession right and privilege to operate a year-round business to be located at the Lakewood Moorage Marina located at 4400 Lake Washington Blvd S., Seattle, Washington 98144. The Operator shall also be entitled to operate a business at said location subject to the terms of this Agreement, which shall consist of renting wet slips, the operation of the transient moorage and the management of the City-owned Lakewood Marina. Operator shall not use the Premises for any purpose whatsoever other than the uses specifically permitted herein (collectively, the "Permitted Use").

1.8 Notice Addresses.

To City:                                 The City of Seattle  
   Department of Parks and Recreation  
   Attention: Parks Concessions Coordinator  
   Magnuson Park & Business Resources 6310 NE  
   74<sup>th</sup> Street, #109 E., Seattle, Washington 98115

To Operator:                             XXXXXXXXXX

1.9 Exhibits. The following exhibits are made a part of this Agreement:

Exhibit A - Legal Description

2. Premises.

2.1 Grant. City hereby grants to Operator those certain premises referenced in Section 1 (the "Premises"), which are located on the real property described on Exhibit A.

2.2 Condition. City and Operator hereby accepts the Premises in their "as is" condition.

2.3 Common Areas. During the Term, Operator and its licensees, invitees and customers shall have the non-exclusive right to access the public areas and parking lot just adjacent and west of the entrances to the North and Leschi docks and piers (the "Common Areas") in common with City; AND the non-exclusive right to access the public areas and parking lot just adjacent and west of the entrances to the Lakewood docks and piers (the "Common Areas") in common with City.

2.4 Alterations. City, in its discretion, may increase, decrease or change the number, locations and dimensions of any Common Areas and other improvements shown that are not within the Premises. Such increase, decrease, or change shall not materially interfere with Operator's business as permitted in Subsection 1.7, Permitted Use.

3. **Agreement Term.**

3.1 **Initial Term.** This Agreement shall be for a term (“Agreement Term” or “Term”) beginning on the Commencement Date specified in Subsection 1.2 and ending on the Expiration Date specified in Subsection 1.3, unless the Agreement Term is terminated earlier in accordance with the provisions of this Agreement or extended as provided in Subsection 3.2 below.

3.2 **Extended Terms.** City shall have the option to extend this Agreement for up to \_\_\_\_\_. As used in this Agreement, the “Agreement Term” means the original term commencing on the Commencement Date and ending on the Expiration Date specified in Subsection 1.3, and any and all Extended Term[s] established by City hereunder.

4. **Rent.**

4.1 **Monthly Percentage Payment to the City.** On or before the 10th day of each month, the Operator shall remit to the City as a Concession Fee for each month in which the Operator is authorized to engage in business under this Agreement, \_\_\_\_\_ (XX %) of Operator's Gross Revenue for the preceding month. Operator shall also remit to the City \_\_\_\_\_ percent (XX%) of Gross Revenue from Lakewood Moorage retail sales for the preceding month.

4.2 **Place of Payment.** All payments to the City shall be paid to The City of Seattle Department of Parks and Recreation, Contract Administration and Support Office, Attention: Parks Concessions Coordinator, RDA Bldg 3<sup>rd</sup> Floor 800 Maynard Avenue South, Seattle, WA 98134. Operator shall further submit a Monthly Concession Report on or before the tenth (10<sup>th</sup>) calendar day of each month.

5. **Late Charge; Interest.** If Operator fails to pay the City any sum when due, such amount shall bear interest at the rate of 12% per annum from the date due until the date paid.

6. **Operator 's Operations.**

6.1 **Use of Premises.** Operator shall use the Premises only for the Permitted Use as specified in Section 1.7. As City's willingness to enter into this Agreement with Operator was predicated, in part, on the nature of Operator 's business,, Operator shall not use or permit the use of the Premises for any other business, or purpose, or under any other name, without City's prior written consent. Operator shall promptly comply, at its sole cost and expense, with such reasonable rules and regulations relating to the use of the Premises and the Common Areas as City, from time to time, may promulgate. Any newly promulgated rules and regulations shall not materially interfere with Operator's business for the Permitted Use. In the event of any conflict between the rules and regulations promulgated by City and the terms of this Agreement, the terms of this Agreement shall prevail. Operator shall maintain the Premises in a clean, orderly safe and neat fashion and to a standard established for other similar Parks properties, permitting no objectionable odors to be emitted from the Premises and shall neither commit waste nor permit any waste to be committed thereon. Operator shall not permit any accumulation of trash on or about the Premises. Operator shall not create or contribute to the creation of a nuisance in the Premises. The Operator shall also perform the following requirements:

- 7.1.2 Making improvements to the facility that will enhance public access as appropriate, including posting of signage informing the public that it is a City facility, and available for special event rentals.
- 7.1.3 Providing concession equipment and services sufficient to satisfy the intent of this Agreement that Operator will operate a full-time, year-round concession as described above.
- 7.1.4 Satisfying all other conditions and requirements imposed on the Operator by this Agreement or by law.
- 7.1.5 The Operator may sell retail merchandise, including, but not limited to, t-shirts, sports attire, food, non-alcoholic beverages and bait and tackle.
- 7.1.6 The Operator shall operate and keep the Concession Premises open to the public as follows: XXXXXXXXX. Operator shall post in writing, these hours of operation in a conspicuous place in the vicinity of the public entry to the Leschi and Lakewood Marinas visible from the exterior.
- 7.1.7 The Operator has the authority to set moorage fees provided, that the Operator submits the proposed moorage fee changes to the Department for review and approval at least XX months prior to the implementation of any fee revisions.

6.2 **Compliance with Laws; Nondiscrimination.**

6.2.1 **General Obligation.** .Operator shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any municipal, county, state or federal law, ordinance or regulation, or for any purpose offensive to the standards of the community Operator shall promptly comply, at its sole cost and expense, with all laws, ordinances and regulations now in force or hereafter adopted relating to or affecting the condition, use or

occupancy of the Premises; provided that Operator shall not be responsible for maintaining in compliance with laws those portions of the Premises that are City's responsibility to maintain under terms of this Agreement.

6.2.2 Nondiscrimination. Without limiting the generality of Subsection 6.2.1, Operator agrees to and shall comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and The City of Seattle, including but not limited to Chapters 14.04, 14.10 and 20.42 of the Seattle Municipal Code, as they may be amended from time to time, and rules, regulations, orders and directives of the associated administrative agencies and their officers.

6.3 Liens and Encumbrances. Operator shall keep the Premises free and clear of, and shall indemnify, defend and hold City harmless from, any and all, liens and encumbrances arising or growing out of any act or omission, or breach of this Agreement or its use, improvement or occupancy of the Premises by Operator or any of its principals, officers, employees or agents or subtenants. If any lien is so filed against the Premises, Operator shall either cause the same to be fully discharged and release of record within ten (10) days after City's written demand therefor or, within such period, provide City with cash or other security acceptable to City in an amount equal to one and one-half (1½) times the amount of the claimed lien as security for its prompt removal. City shall have the right to disburse such security to cause the removal of the lien if City deems such necessary, in City's sole discretion.

6.4 Hazardous Substances. Operator shall not, without City's prior written consent, keep on or about the Premises any substance designated as, or containing any component now or hereafter designated as hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"), except customary office, kitchen, cleaning and other related supplies in normal quantities handled in compliance with applicable laws. With respect to any Hazardous Substances stored with City's consent, Operator shall promptly, timely and completely comply with all governmental requirements for reporting and record keeping; submit to City true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; within five (5) days after City's request therefor, provide evidence satisfactory to City of Operator's compliance with all applicable governmental rules, regulations and requirements; and comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by City and associated with City's inspections of the Premises and City's monitoring of Operator's compliance with this Subsection 6.4, including City's attorneys' fees and costs, shall be Additional Charges and shall be due and payable to City within ten (10) days after City's demand therefor, if Operator's violation of this Subsection 6.4 is discovered as a result of such inspection or monitoring. Operator shall be fully and completely liable to City for any and all cleanup costs and expenses and any and all other charges, expenses, fees, fines, penalties (both, civil and criminal) and costs imposed with respect to Operator's use, disposal, transportation, generation and/or sale of Hazardous Substances in or about the Premises. Operator shall indemnify, defend and hold City harmless from any and all of the costs, fees, penalties, charges and expenses assessed against, or imposed, upon City (as well as City's attorneys' fees and costs) as a result of Operator's use, disposal, transportation, generation and/or sale of Hazardous Substances on or

about the Premises. The indemnification and defense obligations of this subsection shall survive the expiration or earlier termination of this Agreement.

7. **Utilities.**

7.1 **General.** Operator shall pay when due to the appropriate providers, all charges for utilities for the Premises, including but not limited to, electricity, water and sewer services and data and telecommunications services.

7.2 **Refuse Collection; Recycling of Waste Materials.** Operator shall provide all necessary housekeeping and janitorial services for the Premises to a level consistent with other similar Parks facilities and operations and to the Superintendent's reasonable satisfaction. Operator shall be responsible for proper storage and removal of trash, litter pickup and recycling consistent with City standards.

7.3 **Interruption.** City shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption or failure of services due to any cause whatsoever, including, but not limited to, electrical surges, or from failure to make any repairs or perform any maintenance. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements or due to accident, strike or conditions or events beyond City's reasonable control shall be deemed an eviction of Operator or to relieve Operator from any of Operator's obligations hereunder or to give Operator a right of action against City for damages. Operator acknowledges its understanding that there may be City-planned utility outages affecting the Premises and that such outages may interfere, from time to time, with Operator's use of the Premises. City shall provide Operator with not less than 48 hours' prior written notice of any City-planned electricity outage in the Premises. City has no obligation to provide emergency or backup power to Operator. The provision of emergency or backup power to the Premises or to enable the equipment therein to properly function shall be the sole responsibility of Operator.

8. **Licenses and Taxes.** Without any deduction or offset whatsoever, Operator shall be liable for, and shall pay prior to delinquency, all taxes, license and excise fees and occupation taxes covering the business conducted on the Premises and all personal property taxes and other impositions levied with respect to all personal property located at the Premises; Operator shall be responsible for, and shall pay prior to delinquency, all fees, charges, or costs, for any governmental inspections or examinations relating to Operator's use and occupancy of the Premises, and pay all taxes on the leasehold interest created by this Agreement (*e.g.*, leasehold excise taxes).

8.1 **Contests.** Operator shall have the right to contest the amount and validity of any taxes by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving Operator of its covenant to pay any such taxes. City shall not be subjected to any liability or for the payment of any costs or expenses in connection with any such proceeding brought by Operator, and Operator hereby covenants to indemnify and hold City harmless from any such costs or expenses. The indemnification obligation of this subsection shall survive the expiration or earlier termination of this Agreement.

9. **Alterations by Operator**. Operator shall not make any alterations, additions or improvements in or to the Premises without first submitting to City professionally-prepared plans and specifications for such work and obtaining City's prior written approval thereof. Operator covenants that it will cause all alterations, additions and improvements to the Premises to be completed at Operator's sole cost and expense by a contractor approved by City and in a manner that (a) is in accordance with the City-approved plans and specifications and any conditions imposed by City in connection therewith; (b) is in conformity with first-class, commercial standards; (c) includes acceptable insurance coverage for City's benefit; (d) does not affect the structural integrity of the Premises or any of the Premises' systems and (f) does not invalidate or otherwise affect the construction or any system warranty then in effect with respect to the Premises. Operator shall secure all governmental permits and approvals required for the work; shall comply with all other applicable governmental requirements and restrictions; and reimburse City for any and all expenses incurred in connection therewith. Except as provided in Section 13 with regard to concurrent negligence, Operator shall indemnify, defend and hold City harmless from and against all losses, liabilities, damages, liens, costs, penalties and expenses (including attorneys' fees, but without waiver of the duty to hold harmless) arising from or out of Operator's performance of such alterations, additions and improvements, including, but not limited to, all which arise from or out of Operator's breach of its obligations under terms of this Section 9. All alterations, additions and improvements (expressly including all light fixtures; heating and ventilation units; floor, window and wall coverings; and electrical wiring), except Operator's moveable trade fixtures and appliances and equipment not affixed to the Premises (including without limitation furniture, computers, point of sale systems and registers) shall become the property of City at the expiration or termination of this Agreement without any obligation on its part to pay for any of the same. At City's request, Operator shall execute a deed or bill of sale in favor of City with respect to such alterations and/or improvements. Notwithstanding the foregoing, Operator shall remove all or any portion of such alterations and/or improvements on the expiration or termination of this Agreement if City specifically so directs, in writing, at the time of City's issuance of its approval thereof. Within ninety (90) days after the completion of any alteration, addition or improvement to the Premises, Operator shall deliver to City a full set of "as-built" plans of the Premises showing the details of all alterations, additions and improvements made to the Premises by Operator.

10. **Care of Premises**.

10.1 **General Obligation**. Operator shall take good care of the Premises and shall reimburse City for all damage done to the Premises that results from any act or omission of Operator or any of Operator's officers, contractors, agents, invitees, licensees or employees, including, but not limited to, cracking or breaking of glass.

10.2 **Custodial Service for Premises**. Operator shall at its own expense, at all times, keep the Premises and areas immediately adjacent thereto in a neat, clean, safe, presentable and sanitary condition. Operator shall furnish all supplies and materials needed to operate such areas in the manner prescribed in this Agreement; Operator shall provide all necessary maintenance and janitorial service to adequately maintain the premises. Operator shall be responsible for keeping the areas immediately adjacent to the perimeter of such areas free of litter and clean of spills resulting from Operator's operations.

If, after City provides written notice to Operator of Operator's failure to comply with this Section, Operator fails to take good care of such areas, City, at its option, may do so, and in such event, upon receipt of written statements from City, Operator shall promptly pay the entire actual and reasonable cost thereof as an Additional Charge. City shall have the right to enter the Premises for such purposes. City shall not be liable for interference with light, air or view.

10.3 Operator Specialized Equipment Maintenance and normal Maintenance Responsibility. All repairs necessary to maintain any specialized marina equipment and facilities (including any boat lifts, etc.), as well as performing routine basic customary maintenance repairs and upkeep serving the Premises in a reasonably good and safe operating condition, shall be performed by Operator at its expense regardless of the original purchaser or installer of the equipment.

10.4 Prohibition against Installation or Integration of Any Work of Visual Art on Premises Without City's Consent. City reserves to and for itself the right to approve or disapprove of the installation or integration on or in the Premises of any "work of visual art," as that term is defined in the Visual Artists Rights Act of 1990, as now existing or as later amended, and to approve or disapprove of each and every agreement regarding any such installation or integration. Operator shall not install on or integrate into, or permit any other person or entity to install on or integrate into, the Premises any such work of visual art without City's prior, express, written consent. City's consent to the installation of any such art work may be granted, granted upon one or more conditions, or withheld in City's discretion

10.5 Operator's Indemnification of City Against Liability under Visual Artists Rights Act of 1990. Operator shall protect, defend, and hold City harmless from and against any and all claims, suits, actions or causes of action, damages and expenses (including attorneys' fees and costs) arising as a consequence of (a) the installation or integration of any work of visual art on or into the Premises; or (b) the destruction, distortion, mutilation or other modification of the art work that results by reason of its removal; or (c) any breach of Subsection 10.4 of this Agreement; or (d) any violation of the Visual Artists Rights Act of 1990, as now existing or hereafter amended; by Operator or any of its officers, employees or agents. The indemnification and defense obligations shall exist regardless of whether City or any other person employed by City has knowledge of such installation, integration, or removal or has consented to any such action or is not required to give prior consent to any such action. The indemnification and defense obligations of this subsection shall survive the expiration or earlier termination of this Agreement.

## 11. Signs and Advertising.

11.1 Signs, Generally. Operator shall not inscribe, post, place, or in any manner display any sign, notice, picture, poster, or any advertising matter whatsoever anywhere in or about the Premises, without the Superintendent's prior written consent. Operator shall remove all signage at the expiration or earlier termination of this Agreement and repair any damage or injury to the Premises.



11.2 On-Premises Signs. Operator may install approved permanent exterior signage. Exterior signage shall include the Premises' name, Operator's name and the Parks logo and shall be constructed in a style and size consistent with the Parks sign policy.

11.3 Recognition. Operator shall include a statement and the Parks logo in its printed materials, or similar materials stating, in effect, that: "We would like to thank Seattle Parks and Recreation for providing a location for moorage services."

## 12. Surrender of Premises.

12.1 General Matters. At the expiration or sooner termination of the Agreement Term, Operator shall return the Premises to City in the same condition in which received on the Commencement Date (or, if altered, then the Premises shall be returned in such altered condition unless otherwise directed by City pursuant to Section 9), reasonable wear and tear, casualty and condemnation damages not resulting from or contributed to by negligence of Operator, excepted. Prior to such return, Operator shall remove its moveable trade fixtures and equipment that have not been attached to the Premises, and shall repair any damage resulting from their removal. Operator's obligations under this Section 12 shall survive the expiration or termination of this Agreement. Operator shall indemnify City for all damages and losses suffered as a result of Operator's failure to remove voice and data cables, wiring and communication lines and moveable trade fixtures and equipment and to redeliver the Premises on a timely basis.

12.2 Cable and Wiring. Notwithstanding any provision to the contrary in this Agreement and if the City so directs, on or by the Expiration Date, or if this Agreement is terminated before the Expiration Date, within fifteen (15) days after the effective termination date, whichever is earlier, Operator shall remove all voice and data communication and transmission cables and wiring installed by or for Operator to serve any telephone, computer or other equipment located in that portion of the Premises, which wiring and cabling shall include all of the same located within the interior and exterior walls and through or above the ceiling or through or below the floor of such portion of the Premises, vertical or horizontal riser, raceway, conduit, channel, or opening connecting to the portion of the Premises to be vacated and surrendered to City as of such Expiration Date or earlier termination date. Operator shall leave the mud rings, face plates and floor boxes in place.

## 13. Waiver; Indemnification.

13.1 Operator's Indemnification. Except as otherwise provided in this section, Operator shall indemnify, defend (using legal counsel reasonably acceptable to City) and save City, City's officers, agents, employees and contractors, harmless from all claims, suits, losses, damages, fines, penalties, liabilities and expenses (including City's actual and reasonable personnel and overhead costs and attorneys' fees and other costs incurred in connection with claims, regardless of whether such claims involve litigation) resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to, any property arising out of or in connection with (i) Operator's occupation, use or improvement of the Premises, or that of any of its employees, agents or contractors, (ii) Operator's breach of its obligations hereunder, or (iii) any act or omission of Operator or any licensee, assignee or sub

lessee of Operator, or of any officer, agent, employee, guest or invitee of any of the same in or about the Premises. Operator agrees that the foregoing indemnity specifically covers actions brought by its own employees. The indemnification and defense obligations of this subsection shall survive termination or expiration of this Agreement. The foregoing indemnity is specifically and expressly intended to, constitute a waiver of Operator's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide City with a full and complete indemnity from claims made by Operator and its employees, to the extent of their negligence. Operator shall promptly notify City of casualties or accidents occurring in or about the Premises. **CITY AND OPERATOR ACKNOWLEDGE THAT THEY SPECIFICALLY NEGOTIATED AND AGREED UPON THE INDEMNIFICATION PROVISIONS OF THIS SECTION 13.**

13.2 Operator's Release of Claims. Operator hereby fully and completely waives and release all claims against City to the extent a loss or damage is covered by insurance for any losses or other damages sustained by Operator or any person claiming through Operator resulting from any accident or occurrence in or upon the Premises, including but not limited to any defect in or failure of equipment; any failure to make repairs; any defect, failure, surge in, or interruption of facilities or services, or failure of Common Areas; broken glass; water leakage; the collapse of any component.

13.3 Limitation of Operator's Indemnification. In compliance with RCW 4.24.115 as in effect on the date of this Agreement, all provisions of this Agreement pursuant to which City or Operator (the "Indemnitor") agrees to indemnify the other (the "Indemnitee") against liability for damages arising out of bodily injury to persons or damage to property relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, road, or other structure, project, development, or improvement attached to real estate, including the Premises (i) shall not apply to damages caused by or resulting from the sole negligence of the Indemnitee, its agents or employees, and (ii) to the extent caused by or resulting from the concurrent negligence of (a) the Indemnitee or the Indemnitee's agents or employees, and (b) the Indemnitor or the Indemnitor's agents or employees, shall apply only to the extent of the Indemnitor's negligence; PROVIDED, HOWEVER, the limitations on indemnity set forth in this section shall automatically and without further act by either City or Operator be deemed amended so as to remove any of the restrictions contained in this section no longer required by then applicable law.

13.4 City's Release of Claims. City hereby fully and completely waives and releases all claims against Operator to the extent a loss or damage is caused by City's negligence, willful misconduct or breach of this Agreement.

#### 14. Insurance.

14.1 Minimum Insurance to be Secured and Maintained. Prior to the Commencement Date, Operator shall secure and shall thereafter maintain (or cause its Subtenant(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Agreement Term, insurance as specified below:

14.1.1 Commercial General Liability Insurance including:

- a. Premises
- b. Products and Completed Operations
- c. Personal/Advertising Injury
- d. Medical Expense
- e. Work in progress
- f. Contractual
- g. Stop Gap/Employers Liability

with a limit of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage (“CSL”), except \$5,000 as respects Medical Expense, \$1,000,000 each offense Personal/Advertising Injury, \$1,000,000 each accident/employee/policy limit Stop Gap/Employers Liability insurance and \$2,000,000 General and Products and Completed Operations aggregate.

14.1.2 **Marina Operator’s Legal Liability** insurance covering the Operator’s liability to owners of watercraft while in the marina’s care, custody or control with a limit of liability of not less than \$1,000,000 per occurrence with not more than a \$5,000 deductible.

14.1.3 **Automobile Liability** insurance for owned, non-owned, leased and hired vehicles as required with a limit of liability of not less than \$1,000,000 CSL.

14.1.4 **Protection & Indemnity** insurance for marina operations, including boat work and owned and non-owned watercraft liability, with a limit of liability of not less than \$1,000,000.

14.1.5 **Workers Compensation** insurance in compliance with RCW 51 and the United States Longshore and Harborworkers Act, as required.

14.1.6 **Bumbershoot or Excess/Umbrella Liability** insurance to provide minimum Excess or Umbrella coverage limits of \$4,000,000 each occurrence in excess of the primary CGL insurance limits specified in section 14.1.1. The minimum total limits requirements of \$5,000,000 may also be satisfied with primary CGL insurance limits or any combination of primary and excess/umbrella limits.

14.1.7 **All Risk Property** insurance, excluding earthquake and flood, on Operator’s office structure on the North Leschi Moorage (“Office Building”) and on its business personal property, tenant improvements, stock and inventory and trade fixtures on the Premises (“Business Contents”) based on the replacement value thereof subject to a maximum deductible of \$5,000 each claim. No property insurance coverage is required to be maintained on piers, wharves, docks or floats.

14.1.8 Terms and Conditions (Does not apply to Workers Compensation in compliance with RCW 51).

1. As respects legal liability insurance, the City of Seattle shall be an additional insured for primary limits of liability that is not contributory with any insurance or self-insurance that the City may maintain. The limits of liability specified herein are minimum limits of liability only and shall not be construed to limit the liability of Operator or any of its insurers; the City shall be an additional insured for the total valid and collectible limits of liability maintained by Operator, whether such limits are primary, excess, contingent or otherwise. Notwithstanding insurance, the Operator shall be obligated for the full and total amount of any damage, injury or loss caused by negligence of the Operator, or any of its agents, officers and employees or through use or occupancy of the Concession Premises.
2. As respects property insurance, the City of Seattle shall be an additional named insured or additional insured on the Office Building.
3. Insurers shall have minimum A.M. Best's ratings of A- VII or be procured under the provisions of chapter 48.15 RCW (surplus lines), unless otherwise approved by the City.
4. Insurance shall not be cancelled without delivery of written notice at least thirty (30) days prior to cancellation, except ten (10) days as respects cancellation for non-payment of premium, or as may otherwise be required under Revised Code of Washington (RCW) 498.18.290 ("Cancellation by insurer.").
5. The Operator shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of the Operator under this Agreement. The Operator shall ensure that all such claims, whether processed by the Operator or its insurer, either directly or by means of an agent or broker, will be handled by a person with a permanent office in the Seattle area.
6. The placement and storage of personal property on the Premises shall be the responsibility, and at the sole risk, of the Operator. In the event of casualty loss to the Office Building and/or Business Contents, Operator shall replace the lost or damaged property as soon as practicable to the extent that insurance proceeds are available.
7. Notwithstanding any other provision of this Agreement, the failure of the Operator to comply with the above provisions of this section shall subject this Agreement to immediate termination at the discretion of the Superintendent without notice to any party, if it is necessary to protect the public interest.

14.1.9 Evidence of Insurance (Does not apply to Workers Compensation in compliance with RCW 51).

1. At all times during the term of this Agreement, Operator shall maintain, or cause to be maintained on file with the Department and the City's Risk Management

Division certification of insurance in compliance with the requirements herein. Such certification shall include copies of the declarations pages of each policy and additional insured policy or endorsement language to each policy where required.

2. Certification as described above shall be issued to:

The City of Seattle  
Department of Parks and Recreation  
Contracts Administration and Support Office  
RDA Bldg 3<sup>rd</sup> floor  
800 Maynard Avenue South  
Seattle, WA 98134

and a copy faxed to the City's Risk management Division at (206) 470-1270 or emailed as an attachment to [riskmanagement@seattle.gov](mailto:riskmanagement@seattle.gov).

15. **Assignment or Sublease.** Operator shall not sublet or encumber the whole or any part of the Premises, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court or otherwise without the prior written consent of City, whose consent shall be given or withheld in its sole discretion. The granting of consent to a given transfer shall not constitute a waiver of the consent requirement as to future transfers. Any assignment or sublease, without City's prior written consent, at City's option, shall be void. No assignment or sublease shall release Operator from primary liability hereunder. Each assignment and sublease shall be by an instrument in writing in form satisfactory to City. If Operator is a corporation, then any transfer of this Agreement by merger, consolidation or liquidation, or any direct or indirect change, in the ownership of, or power to vote the majority of, Operator's outstanding voting stock, shall constitute an assignment for the purposes of this Agreement. If Operator is a partnership, then a change in general partners in or voting or decision-making control of the partnership shall also constitute an assignment.

16. **Assignment by City.** If City sells or otherwise transfers the Premises, or if City assigns its interest in this Agreement, such purchaser, transferee, or assignee thereof shall be deemed to have assumed City's obligations under this Agreement arising after the date of such transfer, and City shall thereupon be relieved of all liabilities under this Agreement arising thereafter, but this Agreement shall otherwise remain in full force and effect. Operator shall attorn to City's successor, which assumes and agrees to perform all of City's obligations under this Agreement.

17. **Destruction.** If the Premises are rendered partially or totally untenantable by fire or other casualty, and if the damage is repairable within twenty-four (24) months from the date of the occurrence, then if insurance proceeds or self-insurance coverages are available to pay the full cost of the repairs (except for the deductible amounts) City shall repair the Premises with due diligence; otherwise City may elect to terminate this Agreement. Rent and Additional Charges shall be abated in the proportion that the untenantable portion of the Premises bears to the whole thereof, as the City determines, for the period from the date of the casualty to the completion of the repairs. If the damage to the Premises is uninsured or cannot be repaired within twenty-four (24) months from the date of the occurrence, City or Operator may terminate this Agreement upon sixty (60) days' written notice to the other. City shall advise Operator of City's election to terminate by giving notice to Operator thereof within thirty (30) days after the occurrence. In the

event of damage by casualty, Operator shall, at its sole cost and expense, repair all damage to its own personal property. Except in the event of City's gross negligence, intentional misconduct or breach of this Agreement, City shall not be liable to Operator for damages, compensation or other sums for inconvenience, loss of business or disruption arising from any repairs to or restoration of any portion of the Premises.

18. **Eminent Domain.**

18.1 **Taking.** If all of the Premises are taken by Eminent Domain, this Agreement shall terminate as of the date Operator is required to vacate the Premises and all Rent and Additional Charges shall be paid to that date. The term "Eminent Domain" shall include the taking or damaging of property by, through or under any governmental or statutory authority, and any purchase or acquisition in lieu thereof, whether the damaging or taking is by government or any other person. If a taking of any part of the Premises by Eminent Domain renders the remainder thereof unusable for the business of Operator, in the reasonable judgment of City, the Agreement may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after City gives Operator written notice of the taking, and such termination shall be effective as of the date when Operator is required to vacate the portion of the Premises so taken. If this Agreement is so terminated, all Rent and Additional Charges shall be paid to the date of termination. Whenever any portion of the Premises is taken by Eminent Domain and this Agreement is not terminated, City, at its expense, shall proceed with all reasonable dispatch to restore, to the extent of available proceeds and to the extent it is reasonably prudent to do so, the remainder of the Premises to the condition they were in immediately prior to such taking, and Operator, at its expense, shall proceed with all reasonable dispatch to restore its personal property and all improvements made by it to the Premises to the same condition they were in immediately prior to such taking, to the extent award is available therefor. The Rent and Additional Charges payable hereunder shall be reduced from the date Operator is required to partially vacate the Premises in the same proportion that the Rentable Area taken bears to the total Rentable Area of the Premises prior to taking.

18.2 **Award.** Except as otherwise provided below, City reserves all right to the entire damage award or payment for any taking by Eminent Domain, and Operator waives all claim whatsoever against City for damages for termination of its leasehold interest in the Premises or for interference with its business. Operator hereby grants and assigns to City any right Operator may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment as City, from time to time, may request. Operator, however, shall have the right to claim from the condemning authority all compensation that may be recoverable by Operator on account of any loss incurred by Operator in moving Operator's merchandise, furniture, trade fixtures and equipment and the cost of restoring its personal property and improvements made by it to the Premises.

19. **Default by Operator.**

19.1 **Definition.** If Operator violates, breaches, or fails to keep or perform any term, provision, covenant, or any obligation of this Agreement; or if Operator files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Operator's assets or if

Operator makes an assignment for the benefit of creditors, or if Operator is adjudicated insolvent, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or liquidated, voluntarily or otherwise; then Operator shall be deemed in default (“Default”).

19.2 City Remedies. If Operator has defaulted and such Default continues or has not been remedied to the reasonable satisfaction of the Superintendent within thirty (30) days after written notice thereof has been provided to Operator, then City shall have the following nonexclusive rights and remedies at its option: (i) to cure such default on Operator’s behalf and at Operator’s sole expense and to charge Operator for all actual and reasonable costs and expenses incurred by City in effecting such cure as an Additional Charge; (2) to terminate this Agreement; provided, however, that if the nature of Operator’s obligation (other than monetary obligations and other than vacation or abandonment of the Premises) is such that more than thirty (30) days is required for performance, then Operator shall not be in default if it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

19.3 Reentry by City Upon Termination. Upon the termination of this Agreement, City may reenter the Premises, take possession thereof, and remove all persons therefrom, for which actions Operator shall have no claim thereon or hereunder. Operator shall be liable and shall reimburse City upon demand for all actual and reasonable costs and expenses of every kind and nature incurred in retaking possession of the Premises. If City retakes the Premises, City shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at any place selected by City, including a public warehouse, at the expense and risk of Operator. City shall have the right to sell such stored property, after reasonable prior notice to Operator or such owner(s), after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first, to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money that may be due from Operator to City; the balance, if any, shall be paid to Operator.

19.4 Vacation or Abandonment. If Operator vacates or abandons the Premises in their entirety and fails to reoccupy them within thirty (30) days after City (1) delivers a notice to Operator’s notice address set forth in Section 1.8 above demanding such reoccupancy and (2) mails by certified or registered mail a copy of the notice to any forwarding address given by Operator to City in writing, Operator shall be in default under this Agreement.

19.5 City’s Non-exclusive Remedies upon Termination due to Default of Operator. Notwithstanding any reentry by City and anything to the contrary in this Agreement, in the event of the termination of this Agreement due to the Default of Operator, the liability of Operator for all sums due under this Agreement provided herein shall not be extinguished for the balance of the Term of this Agreement. Operator shall also be liable to City for any other amount (excluding consequential or specific damages) necessary to compensate City for all the detriment proximately caused by Operator’s failure to perform its obligations under this Agreement or that in the ordinary course of things would be likely to result therefrom, including but not limited to, any costs or expenses incurred in maintaining or preserving the Premises after such Default, and any costs incurred in authorizing others the use and occupancy of the Premises and in preparing the Premises for such use and occupancy, and such other amounts in addition to or in lieu of the

foregoing as may be permitted from time to time by the laws of the State of Washington. The provisions of this Subsection 19.5 shall survive the expiration or earlier termination of this Agreement.

20. **City's Remedies Cumulative; Waiver.** City's rights and remedies hereunder are not exclusive, but cumulative, and City's exercise of any right or remedy due to a default or breach by Operator shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy that City may have under this Agreement or by law or in equity. Neither the acceptance of rent nor any other act or omission of City at any time or times after the happening of any event authorizing the cancellation or forfeiture of this Agreement shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive City of its right to cancel or forfeit this Agreement, upon the written notice provided for herein, at any time that cause for cancellation or forfeiture may exist, or be construed so as to estop City at any future time from promptly exercising any other option, right or remedy that it may have under any term or provision of this Agreement.

21. **Default by City.** City shall be in default if City fails to perform its obligations under this Agreement within thirty (30) days after its receipt of notice of nonperformance from Operator; provided, that if the default cannot reasonably be cured within the thirty (30) day period, City shall not be in default if City commences the cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. Upon City's default, Operator may pursue any remedies at law or in equity that may be permitted from time to time by the laws of the State of Washington.

22. **Termination for Convenience.** Notwithstanding anything else in this Agreement to the contrary, the City may, at any time and without liability of any kind to Operator, terminate this Agreement upon thirty (30) days' written notice to Operator if the City determines that the Premises are required for a different public purpose

23. **Attorneys' Fees.** If either party retains the services of an attorney in connection with enforcing the terms of this Agreement, each party agrees to bear its own attorneys' fees and costs.

24. **Access by City.** City and its agents shall have the right to enter the Premises at any reasonable time to examine the same, and to show them to prospective purchasers, lenders or tenants, and to make such repairs, alterations, improvements, additions or improvements to the Premises as City may deem necessary or desirable. If Operator is not personally present to permit entry and an entry is necessary in an emergency, City may enter the same by master key or may forcibly enter the same, without rendering City liable therefor, except in the event of City's gross negligence or intentional misconduct. Nothing contained herein shall be construed to impose upon City any duty of repair or other obligation not specifically stated in this Agreement. Operator shall change the locks to the Premises only through City and upon paying City for all actual and reasonable costs related thereto.

25. **Holding Over.** Unless otherwise agreed in writing by the parties hereto, any holding over by Operator after the expiration of the Agreement Term, whether or not consented to by City, shall be construed as a tenancy from month-to-month on the terms and conditions set forth herein. Either party may terminate any holdover tenancy by written notice delivered to the other



party not later than twenty (20) days prior to the end of the final month. If Operator fails to surrender the Premises upon the expiration or termination of this Agreement without City's written consent, Operator shall indemnify, defend and hold harmless City from all losses, damages, liabilities and expenses resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding tenant arising out of such failure. Operator's obligations under this paragraph shall survive expiration or termination of this Agreement.

26. **Notices.** Any notice, demand or request required hereunder shall be given in writing to the party's address set forth in Subsection 1.8 hereof by any of the following means: (a) personal service; (b) commercial or legal courier; or (c) registered or certified, first class mail, postage prepaid, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as above provided. Notices shall be deemed to have been given upon the earlier of actual receipt, as evidenced by the deliverer's affidavit, the recipient's acknowledgment of receipt, or the courier's receipt, except in the event of attempted delivery during the recipient's normal business hours at the proper address by an agent of a party or by commercial or legal courier or the U.S. Postal Service but refused acceptance, in which case notice shall be deemed to have been given upon the earlier of the day of attempted delivery, as evidenced by the messenger's affidavit of inability to deliver stating the time, date, place and manner in which such delivery was attempted and the manner in which such delivery was refused, or on the day immediately following deposit with such courier or, if sent pursuant to subsection (c), forty-eight (48) hours following deposit in the U.S. mail.

27. **Successors or Assigns.** All of the terms, conditions, covenants and agreements of this Agreement shall extend to and be binding upon City, Operator and, subject to the terms of Sections 15 and 16, their respective heirs, administrators, executors, successors and permitted assigns, and upon any person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

28. **Authority and Liability.** Operator warrants that this Agreement has been duly authorized, executed and delivered by Operator, and that Operator has the requisite power and authority to enter into this Agreement and perform its obligations hereunder. Operator covenants to provide City with evidence of its authority and the authorization of this Agreement upon request. All persons and entities named as Operator herein shall be jointly and severally liable for Operator's liabilities, covenants and agreements under this Agreement.

29. **Partial Invalidity** If any court determines that any provision of this Agreement or the application hereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. **Force Majeure.** Neither City nor Operator shall be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to any cause beyond its reasonable control, including, but not limited to an act of Nature, act of civil or military authority, fire, flood, windstorm, earthquake, strike or labor disturbance, civil commotion, delay in transportation, governmental delay, or war; provided, however, that the

foregoing shall not excuse Operator from the timely payment of Rent and Additional Charges due hereunder, when due.

31. **Counterparts.** This parties may execute this Agreement in counterparts, which, taken together, constitute the entire Agreement.

32. **Headings.** The section headings used in this Agreement are used for purposes of convenience and do not alter in any manner the content of the sections.

33. **Context.** Whenever appropriate from the context, the use of any gender shall include any other or all genders, and the singular shall include the plural, and the plural shall include the singular.

34. **Execution by City and Operator; Effective Date.** Neither City nor Operator shall be deemed to have made an offer to the other party by furnishing the other party with a copy of this Agreement with particulars inserted. No contractual or other rights shall exist or be created between City and Operator until all parties hereto have executed this Agreement and the appropriate legislative authority approves it. This Agreement shall become effective on the date (the "Effective Date") on which this Agreement is executed by City and Operator and approved by the Seattle City Council. City shall have no liability to Operator and shall have the right to terminate this Agreement upon written notice to Operator if this Agreement is legislatively disapproved.

35. **Time of Essence; Time Calculation Method.** Time is of the essence with respect to this Agreement. Except as otherwise specifically provided, any reference in this Agreement to the word "day" means a "calendar day"; provided, however, that if the final day for any action required hereunder is a Saturday, Sunday or City holiday, such action shall not be required until the next succeeding day that is not a Saturday, Sunday or City holiday. Any reference in this Agreement to the word "month" means "calendar month."

36. **Continuous Operation.** Operator shall keep the Premises open and use them to transact business with the public daily during hours as designated below or as otherwise may be designated by the Superintendent. Subject to the Superintendent's prior reasonable approval, Operator may, upon posting a written notice to the public of not less than one (1) week in duration prior to any approved closure, close the Premises or a portion thereof for a reasonable period for repairs or any approved remodeling, or for taking inventory. Operator shall close to accommodate reasonable operational requirements of City's business, upon thirty (30) days' prior written notice to Operator, and Operator shall immediately close in the case of any emergency as determined by the Superintendent; provided, however, that if Operator shall close pursuant to this sentence at the direction of City, and if Operator remains closed at the direction of City for more than three (3) days, then Operator's Rent and Additional Charges shall be prorated for the duration of the closure in the proportion that the number of days of the closure bears to the number of days of the month. Operator shall furnish an approved sign at the Premises entrance advising the public of any approved closure, unless closed at the Direction of City.

Minimum hours of operation of the business conducted on the Premises are as follows:

XXXXXXXXXX	XXXX	XXXXXX
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37. **Standards.** Operator recognizes that, although it is operating its facilities as an independent operator, Seattle Parks and Recreation is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. Operator, its agents and employees, will devote their efforts toward rendering courteous service to the public as though they were employees of the City, with a view of adding to the enjoyment of the patrons of this recreational facility. Operator shall operate and conduct the facilities on the Premises in a businesslike manner, and will not permit any conduct on the part of Operator’s employees, which would be detrimental to City’s operations.

38. **City’s Control of Premises and Vicinity.** All common and other facilities provided by City in or about the Premises are subject to the City’s exclusive control and management by City. Accordingly, City may do any and all of the following (among other activities in support of Parks or other municipal objectives), all without incurring any liability whatsoever to Operator:

38.1 **Change of Vicinity.** City may increase, reduce, or change in any manner whatsoever the number, dimensions, and locations of the walks, buildings, landscaping, exhibit, service area, and parking areas in the vicinity of the Premises;

38.2 **Traffic Regulation.** City may regulate all traffic within and adjacent to the Premises, including the operation and parking of vehicles of Operator and its invitees, employees, and patrons.

38.3 **Display of Promotional Materials.** City may erect, display, and remove promotional exhibits and materials and permit special events on property adjacent to and nearby the Premises.

38.4 **Promulgation of Rules.** City may promulgate, from time to time, reasonable rules and regulations regarding the use and occupancy of any Department property including, but not limited to, the Premises.

38.5 **Change of Businesses.** City may change the size, number, and type and identity of concessions, stores, businesses and operations being conducted or undertaken in the vicinity of the Premises.

39. **Operator’s Records.** Operator shall keep true, full, and accurate books of account setting forth Operator’s receipts, together with any other information that will affect the determination of Rent and Additional Charges. City shall be allowed after five (5) days’ prior written notice to Operator to inspect Operator’s books of account at Operator’s office and to procure audits thereof by an auditor at City’s sole cost and expense (except as provided below). If in the reasonable judgment of such auditor Operator’s books of account are incomplete or improperly reflect the information necessary for an accurate determination of the Rent, or if the audit shall show that the reports submitted by Operator understated Operator’s receipts by more than three percent (3%) thereof for any year covered by the audit, the costs and fees for such audit shall be paid by Operator to City. If an audit discloses any willful or intentional effort to understate Operator’s receipts, then, at City’s option, Operator may be required to surrender

possession of the Premises under the provisions of Section 19 of this Agreement. Operator shall retain all books of accounting and any other information that will affect the determination of Rent and Additional Charges for a period of six (6) years after the expiration or termination of this Agreement, and Operator shall make them available for inspection at Operator's office within ten (10) days of City's prior written demand therefor. Operator's obligations under this paragraph shall survive expiration or termination of this Agreement.

40. **Miscellaneous.**

40.1 **Entire Agreement; Applicable Law.** This Agreement and the Exhibits attached hereto, and by this reference incorporated herein, set forth the entire agreement of City and Operator concerning the Premises, and there are no other agreements or understanding, oral or written, between City and Operator concerning the Premises. Any subsequent modification or amendment of this Agreement shall be binding upon City and Operator only if reduced to writing and signed by them. This Agreement shall be governed by, and construed in accordance with the laws of the State of Washington.

40.2 **Negotiated Agreement.** The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

**CITY:**

**OPERATOR:**

**THE CITY OF SEATTLE**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

\_\_\_\_\_

Department of Parks and Recreation

\_\_\_\_\_

STATE OF WASHINGTON )

) ss. (Acknowledgement for City)

COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the Department of Parks and Recreation of **THE CITY OF SEATTLE**, the party that executed the foregoing instrument as City, and acknowledged said instrument

to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

\_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at \_\_\_\_\_

My commission expires \_\_\_\_\_.

STATE OF WASHINGTON                    )  
  ) ss. (Acknowledgement for \_\_\_\_\_)  
COUNTY OF KING                        )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, the entity that executed the foregoing instrument as \_\_\_\_\_; and acknowledged to me that he signed the same as the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and that he was authorized to execute said instrument for said entity.

WITNESS my hand and official seal the day and year in this certificate above written.

\_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Printed Name]

NOTARY PUBLIC in and for the State of Washington residing at \_\_\_\_\_.

My commission expires \_\_\_\_\_.

## **EXHIBIT A**

### **Legal Description**

#### North Leschi Moorage

“That portion of the Southwest quarter of Section 34, Township 25 North, Range 4 East, W.M. described as follows: Lots 9 through 21 inclusive, Block 54, Yesler’s 3<sup>rd</sup> Addition to the City of Seattle as recorded in Volume 6 of Plats, page 41, records of King County Washington, TOGETHER WITH Lots 11 through 23, inclusive, Block 51, Lake Washington Shorelands, as platted by the Department of Public Lands, State of Washington, according to the official plat thereof on file in the office of the Commissioner of Public Lands, Olympia, Washington. Also, that portion of the Harbor Area lying between the inner and outer harbor lines and bounded on the north by the easterly production of the north line of Lot 11 and on the south by the south line of Lot 23, Block 51, Lake Washington Shorelands.”

#### South Leschi Moorage

“That portion of the Northwest Quarter of Section 3, Township 24 North, Range 4 East, W.M. described as follows: Block 52 Lake Washington Shorelands, TOGETHER WITH that portion of the Harbor Area lying between the inner and outer harbor lines and bounded on the north by the easterly production of the south line of Lot 31, Block 51 and on the south by the easterly production of the south line of Block 52 Lake” Washington Shorelands, as platted by the Department of Public Lands, State of Washington, according to the official plat thereof on file in the office of the Commissioner of Public Lands, Olympia, Washington.

#### Lakewood moorage

That certain portion of the west ½ of the southwest ¼ of section 14, Township 24 North, Range 4 East, W. M. lying easterly of Lake Washington Boulevard South; southerly of S. Genesee Street produced easterly; northerly of S. Snoqualmie Street produced easterly; westerly of the inner harborline of Lake Washington; situated in the City of Seattle, County of King, State of Washington. Granted to the City of Seattle for Park, parkway and Boulevard purposes, pursuant to Chapter 183, Laws of 1913.